EF/mb
01/09/2014
Item No. 5C

AN ORDINANCE 2014-01-09-0004

APPROVING AN AGREEMENT FOR SERVICES IN LIEU OF ANNEXATION BETWEEN THE CITY OF SAN ANTONIO AND THE SOUTHWEST INDEPENDENT SCHOOL DISTRICT LOCATED IN THE CITY'S EXTRATERRITORIAL JURISDICTION.

* * * * *

WHEREAS, on January 9, 2014, the City of San Antonio annexed the area known as the "South San Antonio Proposed Limited Purpose Annexation Area" for limited purposes; and

WHEREAS, Local Government Code Section 43.0563 authorizes the City of San Antonio to enter into Agreements for Services in Lieu of Annexation; and

WHEREAS, On November 6, 2012 Southwest Independent School District, "SWISD" held a bond election wherein voters authorized the design and construction of new school facilities; and

WHEREAS, "SWISD" has requested a Develop Agreement for Services in Lieu of Annexation to allow completion of such school facilities for an area approximately 204.203 acres located near Fischer Road and Somerset Road, more fully described in **Attachment "1"**, attached hereto and incorporated for all purposes; and

WHEREAS, City staff and SWISD have negotiated a proposed Development Agreement for Services in Lieu of Annexation ("the Agreement") that sets out the applicability of the 2009 International Building, mechanical, electrical and plumbing codes, city inspections of construction, permissible land use, funding by SWISD for traffic control devices and providing for consideration by the City Council of voluntary annexation of the area upon termination of the Agreement; and

WHEREAS, a public hearing was held on December 18, 2013 by the Planning Commission allowing all interested citizens to be heard; and

WHEREAS, the City Council has considered all salient facts and recommendations of the Planning and Community Development staff and pursuant to Texas Local Government Code §43.057 finds that the public interest of the City of San Antonio will be served by approving the Development Agreement in Lieu of Annexation with Southwest Independent School District to allow completion of construction of a multi-school campus and reducing the cost of the school facility; **NOW THEREFORE,**

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

SECTION 1. The City Council approves the Agreement for Services In Lieu of Annexation between the City of San Antonio and SWISD, a copy of which is attached hereto and incorporated herein, as **Attachment "2"**.

SECTION 2. The City Manager and her designees are hereby authorized and directed to execute the Agreement and to take any actions necessary to implement this ordinance, including but not limited to the execution of appropriate documents.

SECTION 3. This Ordinance shall be effective from and after **January 19, 2014**.

PASSED AND APPROVED this 9th day of January, 2014.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Robert F. Greenblum, City Attorney

Agenda Item:	**5C (in consent vote: 4, 5, 5A, 5B, 5C)**
Date:	01/09/2014
Time:	10:26:08 AM
Vote Type:	Motion to Appr w Cond
Description:	An Ordinance authorizing an "Agreement for Services in lieu of Annexation between the City of San Antonio and Southwest Independent School District" located in the City's extraterritorial jurisdiction.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2	x					
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		x				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				
Carlton Soules	District 10		x				

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.
SAN ANTONIO • LAREDO

Job No.: S0169289
December 8, 2010

ATTACHMENT "1"

DESCRIPTION OF 204.203 ACRE TRACT

Being a 204.203 acre tract being out of a 306.391 acre tract out of the Jose Angel Navarro Survey No. 5, Abstract No. 12, C.B. 4295, San Antonio, Bexar County Texas, as recorded in Volume 14039, Page 146, Official Public Records and out of a 0.4068 acre tract as recorded in Volume 14738, Page 342, Official Public Records and being out of the F. R. Hernandez Survey No. 6, Abstract No. 6, County Block 4301, San Antonio, Bexar County Texas, said 204.203 acre tract being more particularly described as Tract 1 containing 198.981 acres, Tract 2 containing 4.374 acres and Tract 3 containing 0.848 acres and being more particularly described by metes and bounds as follows:

SURVEYOR NOTE:

All bearings are based on the Texas State Plane Coordinate System, South Central Zone N.A.D. 83, as referenced by the USGS monument "LOCKHILL 2" having a coordinate value N = 13,750,260.07, E = 2,099,440.89.

TRACT 1

Being a 198.981 acre tract out of a 306.391 acre tract as recorded in Volume 14039, Page 146, Official Public Records, and being out of the Jose Angel Navarro Survey No. 5, Abstract No. 12, C.B. 4295, San Antonio, Bexar County Texas, said 198.981 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" iron rod on the north line of Howard Road for the southeast corner of the herein described tract and the southeast corner of a 100 acre tract conveyed from Lane to Waechter in deed recorded in Volume 1221, Page 23, Deed Records;

THENCE, along the north line of Howard Road, the south line of said 100 acre tract and the south line of the herein described tract, N. 80°50'30" W., a distance of 2694.82 feet to a ½" iron rod with "CEC" cap set for the southwest corner of the herein described tract;

THENCE, along the west line of the herein described tract N. 09°08'30" E., a distance of 1525.10 feet to a ½" iron rod found for the the southeast corner of a 33.422 acre (Tract A) as recorded in Volume 8614, Page 205, Official Public Records, the southwest corner of a 100.77 acre tract conveyed from Waechter to Reeh as described in Volume 1219, Page 591, Deed Records, the northwest corner of a 100 acre tract conveyed from Lane to Waechter as decribed in Volume 1221, Page 23, Deed Records and the southwest corner of a 101.93 acre tract conveyed from Lane to Lindsey as described in Volume 1237, Page 556, Deed Records, for an angle point of the herein described tract;

THENCE, continuing along the west line of the herein described tract, the west line of said

101.93 acre tract and the east line of said 100.77 acre tract N. 14°59'00" E., a distance of 1565.69 feet to a ½" iron rod with "CEC" cap set for the northwest corner of the herein described tract, said point being the northwest corner of said 101.93 acre tract and the northeast corner of said 100.77 acre tract, said point being in the south line of a 1269.456 acre tract as described in Volume 3227, Page 1024, Official Public Records;

THENCE, along the north line of the herein described tract, the north line of said 101.93 acre tract and the south line of said 1269.456 acre tract S. 80°48'53" E., a distance of 2850.82 feet to a ½" iron rod found for the northeast corner of the herein described tract and the northeast corner of said 101.93 acre tract;

THENCE, along the east line of said 101.93 acre tract, the east line of said 100.00 acre tract and the east line of the herein described tract and a west line of said 1269.456 acre tract S. 14°59'07" W., a distance of 3097.38 feet to the **POINT OF BEGINNING** and containing 198.981 acres of land, more or less.

TRACT 2

Being a 4.374 acre tract out of a 306.391 acre tract as recorded in Volume 14039, Page 146, Official Public Records and being out of the Jose Angel Navarro Survey No. 5, Abstract No. 12, C.B. 4295, and out of a 0.4068 acre tract as recorded in Volume 14738, Page 342, Official Public Records and being out of the F. R. Hernandez Survey No. 6, Abstract No. 6, County Block 4301, San Antonio, Bexar County Texas, said 4.374 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod at the northeast corner of the herein described tract, the southeast corner of a 33.422 acre (Tract A) as recorded in Volume 8614, Page 205, Official Public Records, the southwest corner of a 100.77 acre tract conveyed from Waechter to Reeh as described in Volume 1219, Page 591, Deed Records, the northwest corner of a 100 acre tract conveyed from Lane to Waechter as decribed in Volume 1221, Page 23, Deed Records and the southwest corner of a 101.93 acre tract conveyed from Lane to Lindsey as described in Volume 1237, Page 556, Deed Records;

THENCE, along the east line of of the herein described tract S. 09°08'30" W., a distance of 60.00 feet to a ½" iron rod with "CEC" cap set for the southeast corner of the herein described tract;

THENCE, parallel to and 60 foot south of the south line of said 100.77 acre tract and the north line of the herein described tract N. 80°43'52" W., a distance of 2893.91 feet to a ½" iron rod with "CEC" cap set for a corner of the herein described tract said point being on the east line of 0.4068 acre tract conveyed to "TMM Investments Ltd." as described in Volume 14738, Page 342, Official Public Records;

THENCE, along the east ine of said 0.4068 acre tract S. 08°54'15" W., a distance of 143.56 feet to a ½" iron rod with "CEC" cap set for the southernmost southwest corner of the herein described tract;

THENCE, along the south line of said 0.4068 acre tract N. 46°07'42" W., a distance of 144.11 feet to a ½" iron rod with "CEC" cap set for the southwest corner of the herein described tract, said point being in the east right of way line of Somerset Road;

THENCE, along the east right of way line of Somerset Road N. 26°01'01" E., a distance of 127.11 feet to a found 5/8" iron rod for the northwest corner of the herein described tract;

THENCE, along the south line of said 33.422 acre tract, the south line of said 100.77 acre tract and the north line of the herein described tract S. 80°43'52" E., a distance of 2974.85 feet to the **POINT OF BEGINNING** and containing 4.374 acres of land, more or less.

TRACT 3

Being a 0.848 acre tract out of a 306.391 acre tract as recorded in Volume 14039, Page 146, Official Public Records, and being out of the Jose Angel Navarro Survey No. 5, Abstract No. 12, C.B. 4295, San Antonio, Bexar County Texas, said 0.848 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod set for the southwest corner of the herein described tract, said point being the point of curvature of a curve in Wastson Road and said tract conveyed to Bexar County as described in a deed recorded in Volume 7729, Page 40, Official Public Records;

THENCE, along the north line of of the herein described tract S. 81°29'22" E., a distance of 620.02 feet to a ½" iron rod with "CEC" cap set for an angle point of the herein described tract;

THENCE, continuing along north line of the herein described tract S 80°51'30" E., a distance of 733.76 feet to a ½" iron rod with "CEC" cap set for a cutback of the herein described tract;

THENCE, along said cutback N. 54°08'30" E., a distance of 34.57 feet to a ½" iron rod with "CEC" cap set, for a northeast corner of the herein described tract;

THENCE, along the east line of the herein described tract S. 08°34'00" W., a distance of 55.26 feet to a ½" iron rod with "CEC" cap set for the southeast corner of the herein described tract said point being in thee north line of Howard Road;

THENCE, along the north line of Howard Road N. 80°50'30" W., a distance of 763.55 feet to a ½" iron rod with "CEC" cap set for an angle point of the herein described tract;

THENCE, along the north right of way of Watson Road N. 80°28'53" W., a distance of 444.97 feet to a ½" iron rod with "CEC" cap set on a curve to the left having a central angle of 13°11'52", a radius of 746.21 and a chord bearing and distance of N. 73°52'57" W., 171.51 feet for the southwest corner of the herein described tract;

THENCE, along the arc of said curve and the north right of way line of Watson Road a distance of 171.89 feet to the **POINT OF BEGINNING** and containing 0.848 acres of land, more or less.

Said Tract 1, Tract 2 and Tract 3 containing 204.203 acre of land more or less.

This description was prepared from a survey made on the ground by employees of Civil Engineering Consultants. There is a plat of a survey with like job number. Bearings are based on the Texas State Plane, South Central Zone Coordinate System. Surveyed this the 8th day of December, 2010.

Chester A. Varner, R.P.L.S.
Chester A. Varner, RPLS # 4812 12/8/2010

ATTACHMENT "2"

STATE OF TEXAS	§	**Contract for Provision of Services**
	§	**in Lieu of Annexation**
COUNTY OF BEXAR	§	**Texas Local Government Code § 43.0563**

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and effective this ____ day of _____, 2013, by and between the City of San Antonio, Texas, a home rule municipal corporation of the State of Texas located within Bexar County, Texas (hereinafter referred to as "CITY") and Southwest Independent School District hereinafter called "the DISTRICT ", acting by and through Lloyd Verstuyft, Ed.D, Superintendent of Schools hereinafter called "Superintendent", collectively "the PARTIES" and is as follows:

WHEREAS, the DISTRICT'S property, an area approximately 204.203 acres located near Fischer Road and Somerset Road, more specifically described within **Exhibit A**, hereinafter called "the PROPERTY", is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the PROPERTY is owned by the DISTRICT and is the site for two future schools currently in the planning stage of development; and

WHEREAS, the Texas Local Government Code § 43.0563 provides that the CITY may enter into a development agreement with the DISTRICT; and

WHEREAS, the CITY has notified the DISTRICT of its intent to annex the PROPERTY and has offered to enter into an agreement guaranteeing the continued extraterritorial status of the PROPERTY upon the terms and conditions hereinafter provided; and

WHEREAS, the CITY desires that any development of the PROPERTY be in conformance with the CITY'S Comprehensive Plan; and

WHEREAS, the DISTRICT desires to enter into this AGREEMENT to secure the continued extraterritorial status of the PROPERTY:

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, CITY and DISTRICT agree as follows:

I. CONSIDERATION

As consideration for CITY'S consent not to annex the PROPERTY for the term of this AGREEMENT, the DISTRICT agrees to voluntarily comply with the CITY'S Comprehensive Plan and certain regulations and restrictive covenants that limit and restrict the manner in which the PROPERTY will be used and developed and consent to voluntary annexation of the PROPERTY, in accordance with the terms set forth in this AGREEMENT.

II. TERM

This AGREEMENT shall terminate three years after its effective date or upon annexation of the PROPERTY in conformance with this AGREEMENT and Section 43.052(h) of the Texas Local Government Code, whichever comes first. Upon termination, the DISTRICT and the CITY may extend the AGREEMENT upon written mutual consent or the CITY may annex the PROPERTY, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the DISTRICT.

III. DISTRICT'S CONSENT TO ANNEXATION

The DISTRICT hereby agrees that this AGREEMENT constitutes a voluntary petition to the CITY. The CITY in its sole discretion may annex the PROPERTY for full purposes under the provisions of Section 43.052(h) of the Texas Local Government Code on or after November 30, 2016. The CITY is not obligated to annex the PROPERTY for full purposes on November 30, 2016 or at any other time. To accomplish such annexation, the CITY will not need to take the following actions, all of which are waived by the DISTRICT:

a) adopt or amend an annexation plan to include the PROPERTY;
b) give notice to any service providers in the area of the PROPERTY;
c) compile an inventory of services provided to the area by both public and private entities prior to the CITY'S annexation or make such inventory available for public inspection;
d) complete a service plan that provides for the extension of full municipal services to the PROPERTY, other than the Service Plan;
e) hold any public hearings; and
f) undertake any negotiations for provision of services to the PROPERTY.

The DISTRICT confirms and agrees that as the sole owner of the PROPERTY as of the effective date, such voluntary petition may not be revoked by the DISTRICT, except as provided by this AGREEMENT, and is intended to be and shall be binding upon the DISTRICT and its successors in interest in ownership of any right, title or interest in and to the PROPERTY or any part thereof.

IV. CONTINUATION OF EXTRATERRITORIAL STATUS.

The PROPERTY shall not be annexed and shall remain in the extraterritorial jurisdiction of the CITY as long as this AGREEMENT is effective, the PROPERTY is not subdivided, the PROPERTY continues to be used solely for educational purposes, and the DISTRICT is not in violation of this AGREEMENT. This provision does not prohibit annexation with the consent of the DISTRICT as provided in this contract.

V. ANNEXATION UPON SUBDIVISION OR CHANGE OF USE.

This AGREEMENT is void if the PROPERTY ceases to be used solely for educational purposes. The CITY may then annex either in whole or in part, and such annexation shall be deemed to be with the consent of the DISTRICT.

VI. INSPECTION PROCESS

Bexar County shall be the building authority for this project, with the City performing inspections as stated below. CITY shall inspect projects in accordance with the 2009 International Building, Mechanical, and Plumbing Codes and National Electrical Code as adopted by Bexar County, Texas. The fee for services shall be $50.00 for each inspection. The DISTRICT shall provide copies of any and all County-approved construction documents for CITY retention. CITY shall inspect at the following stages of construction:

a) Rough-in/Framing inspections for the building, mechanical, electrical and plumbing trades; and
b) Final inspection for the building, mechanical, electrical and plumbing trades; and
c) Final Report of Special Inspections shall be submitted to the CITY from the Registered Design Professional in Responsible Charge, (RDPiRC). The final report written by the RDPiRC documenting all of the required special inspections, the special inspectors, and the corrective action taken for any discrepancies noted in the inspections shall be included in the report.

VII. AGREEMENT TO PROVIDE TRAFFIC CONTROL DEVICES

DISTRICT agrees to fully fund traffic control devices, including signs, signals, flashing beacons and pavement markings, when warranted. This provision supersedes any provision to the contrary in the Interlocal Agreement between CITY and DISTRICT dated January 12, 2010.

VIII. AGREEMENT IS A COVENANT RUNNING WITH THE LAND

This AGREEMENT shall be recorded in the Real Property Records of the applicable county and shall be a covenant running with the land binding upon all parties having any right, title or interest in the PROPERTY or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the PROPERTY and to the CITY. This AGREEMENT may not be revised or amended without the written consent of both parties.

IX. NOTICE OF SALE OF THE PROPERTY.

Prior to the sale or conveyance of any portion of the PROPERTY, the DISTRICT shall give written notice and a copy of this AGREEMENT to the prospective purchaser or grantee and shall provide a copy of such disclosure to the CITY.

X. FORM AND DELIVERY OF NOTICE

Any notice required or permitted under this AGREEMENT shall be in writing and shall be delivered by certified US mail. Notice to the DISTRICT may be addressed to Superintendent of Schools and to the CITY at the address indicated below. If more than one entity is named in this AGREEMENT, service of any notice on any one of the entities shall be deemed service on all entities.

CITY:

John Dugan, Planning Director
City of San Antonio
PO Box 839966
San Antonio, Texas 78283-3966
Facsimile Number: 210-207-5480

DISTRICT:

Lloyd Verstuyft, Ed.D
Superintendent of Schools
Southwest Independent School District
11914 Dragon Lane
San Antonio, Texas 78252-2647
Facsimile Number: 210-622-4331

XI. AUTHORIZATION

DISTRICT is duly and legally authorized to enter into this AGREEMENT and has complied with all laws, rules, regulations, charter provision and bylaws relating to their corporate existence, and authority to act, and the undersigned representative is authorized to act on behalf of and bind DISTRICT to the terms of this AGREEMENT. DISTRICT has provided to CITY, on or prior to the Effective Date, a certified copy of a resolution of their respective Board of Directors, partners or governing body, if required by law, authorizing DISTRICT'S execution of this AGREEMENT through their representatives, together with documents evidencing DISTRICT'S good standing and authority to transact business in the State of Texas. DISTRICT has all requisite power to perform all of their obligations under this AGREEMENT. The execution of this AGREEMENT by DISTRICT does not require any consent or approval which has not been obtained, including without limitation, the consent or approval of any Governmental Authority.

XII. ENFORCEMENT

This AGREEMENT may be enforced by DISTRICT or CITY by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the AGREEMENT thereafter.

XIII. PROVISIONS SEVERABLE

If any provision contained in this AGREEMENT is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

XIV. GOVERNMENTAL POWERS

It is understood that by execution of this AGREEMENT, the neither the CITY nor the District waives or surrenders any of its governmental powers.

XV. CAPTIONS

Captions and headings used in this AGREEMENT are for reference purposes only and shall not be deemed a part of this AGREEMENT.

XVI. MODIFICATION OF AGREEMENT

This AGREEMENT cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this AGREEMENT.

XVII. GOVERNING LAW AND VENUE

Venue shall be in the state courts located in Bexar County, Texas and construed in conformity with the laws of the State of Texas.

IN WITNESS WHEREOF, the PARTIES have signed and executed this AGREEMENT effective as of the date first set forth above.

[SIGNATURE AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

CITY OF SAN ANTONIO

By: _____

Name: John Dugan

Title: Planning Director

The DISTRICT(s)

By: _____

Print Name(s): Lloyd Verstuyft, Ed.D

Title(s): Superintendent of Schools

State of Texas
County of Bexar

This instrument was acknowledged before me on the _____ day of _____, 2013, by John Dugan, Planning Director of the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas
Personalized Seal)

_____
(Print Name of Notary Public here)

My commission expires: _____

State of Texas
County of Bexar

This instrument was acknowledged before me on the _____ day of _____, 2013, by Lloyd Verstuyft, Ed.D, Superintendent of Schools, Southwest Independent School District.

_____
Notary Public, State of Texas
Personalized Seal)

_____
(Print Name of Notary Public here)

My commission expires: _____

After Recording Return to:
Nina Nixon-Méndez, Planning Manager
City of San Antonio
Department of Planning and Community Development
PO Box 839966
San Antonio, TX 78283-3966

EXHIBIT "A"

Job No.: S0169289
December 8, 2010

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.
SAN ANTONIO • LAREDO

DESCRIPTION OF 204.203 ACRE TRACT

Being a 204.203 acre tract being out of a 306.391 acre tract out of the Jose Angel Navarro Survey No. 5, Abstract No. 12, C.B. 4295, San Antonio, Bexar County Texas, as recorded in Volume 14039, Page 146, Official Public Records and out of a 0.4068 acre tract as recorded in Volume 14738, Page 342, Official Public Records and being out of the F. R. Hernandez Survey No. 6, Abstract No. 6, County Block 4301, San Antonio, Bexar County Texas, said 204.203 acre tract being more particularly described as Tract 1 containing 198.981 acres, Tract 2 containing 4.374 acres and Tract 3 containing 0.848 acres and being more particularly described by metes and bounds as follows:

SURVEYOR NOTE:

All bearings are based on the Texas State Plane Coordinate System, South Central Zone N.A.D. 83, as referenced by the USGS monument "LOCKHILL 2" having a coordinate value N = 13,750,260.07, E = 2,099,440.89.

TRACT 1

Being a 198.981 acre tract out of a 306.391 acre tract as recorded in Volume 14039, Page 146, Official Public Records, and being out of the Jose Angel Navarro Survey No. 5, Abstract No. 12, C.B. 4295, San Antonio, Bexar County Texas, said 198.981 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" iron rod on the north line of Howard Road for the southeast corner of the herein described tract and the southeast corner of a 100 acre tract conveyed from Lane to Waechter in deed recorded in Volume 1221, Page 23, Deed Records;

THENCE, along the north line of Howard Road, the south line of said 100 acre tract and the south line of the herein described tract, N. 80°50'30" W., a distance of 2694.82 feet to a ½" iron rod with "CEC" cap set for the southwest corner of the herein described tract;

THENCE, along the west line of the herein described tract N. 09°08'30" E., a distance of 1525.10 feet to a ½" iron rod found for the the southeast corner of a 33.422 acre (Tract A) as recorded in Volume 8614, Page 205, Official Public Records, the southwest corner of a 100.77 acre tract conveyed from Waechter to Reeh as described in Volume 1219, Page 591, Deed Records, the northwest corner of a 100 acre tract conveyed from Lane to Waechter as decribed in Volume 1221, Page 23, Deed Records and the southwest corner of a 101.93 acre tract conveyed from Lane to Lindsey as described in Volume 1237, Page 556, Deed Records, for an angle point of the herein described tract;

THENCE, continuing along the west line of the herein described tract, the west line of said

101.93 acre tract and the east line of said 100.77 acre tract N. 14°59'00" E., a distance of 1565.69 feet to a ½" iron rod with "CEC" cap set for the northwest corner of the herein described tract, said point being the northwest corner of said 101.93 acre tract and the northeast corner of said 100.77 acre tract, said point being in the south line of a 1269.456 acre tract as described in Volume 3227, Page 1024, Official Public Records;

THENCE, along the north line of the herein described tract, the north line of said 101.93 acre tract and the south line of said 1269.456 acre tract S. 80°48'53" E., a distance of 2850.82 feet to a ½" iron rod found for the northeast corner of the herein described tract and the northeast corner of said 101.93 acre tract;

THENCE, along the east line of said 101.93 acre tract, the east line of said 100.00 acre tract and the east line of the herein described tract and a west line of said 1269.456 acre tract S. 14°59'07" W., a distance of 3097.38 feet to the **POINT OF BEGINNING** and containing 198.981 acres of land, more or less.

TRACT 2

Being a 4.374 acre tract out of a 306.391 acre tract as recorded in Volume 14039, Page 146, Official Public Records and being out of the Jose Angel Navarro Survey No. 5, Abstract No. 12, C.B. 4295, and out of a 0.4068 acre tract as recorded in Volume 14738, Page 342, Official Public Records and being out of the F. R. Hernandez Survey No. 6, Abstract No. 6, County Block 4301, San Antonio, Bexar County Texas, said 4.374 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod at the northeast corner of the herein described tract, the southeast corner of a 33.422 acre (Tract A) as recorded in Volume 8614, Page 205, Official Public Records, the southwest corner of a 100.77 acre tract conveyed from Waechter to Reeh as described in Volume 1219, Page 591, Deed Records, the northwest corner of a 100 acre tract conveyed from Lane to Waechter as decribed in Volume 1221, Page 23, Deed Records and the southwest corner of a 101.93 acre tract conveyed from Lane to Lindsey as described in Volume 1237, Page 556, Deed Records;

THENCE, along the east line of of the herein described tract S. 09°08'30" W., a distance of 60.00 feet to a ½" iron rod with "CEC" cap set for the southeast corner of the herein described tract;

THENCE, parallel to and 60 foot south of the south line of said 100.77 acre tract and the north line of the herein described tract N. 80°43'52" W., a distance of 2893.91 feet to a ½" iron rod with "CEC" cap set for a corner of the herein described tract said point being on the east line of 0.4068 acre tract conveyed to "TMM Investments Ltd." as described in Volume 14738, Page 342, Official Public Records;

THENCE, along the east ine of said 0.4068 acre tract S. 08°54'15" W., a distance of 143.56 feet to a ½" iron rod with "CEC" cap set for the southernmost southwest corner of the herein described tract;

THENCE, along the south line of said 0.4068 acre tract N. 46°07'42" W., a distance of 144.11 feet to a ½" iron rod with "CEC" cap set for the southwest corner of the herein described tract, said point being in the east right of way line of Somerset Road;

THENCE, along the east right of way line of Somerset Road N. 26°01'01" E., a distance of 127.11 feet to a found 5/8" iron rod for the northwest corner of the herein described tract;

THENCE, along the south line of said 33.422 acre tract, the south line of said 100.77 acre tract and the north line of the herein described tract S. 80°43'52" E., a distance of 2974.85 feet to the **POINT OF BEGINNING** and containing 4.374 acres of land, more or less.

TRACT 3

Being a 0.848 acre tract out of a 306.391 acre tract as recorded in Volume 14039, Page 146, Official Public Records, and being out of the Jose Angel Navarro Survey No. 5, Abstract No. 12, C.B. 4295, San Antonio, Bexar County Texas, said 0.848 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod set for the southwest corner of the herein described tract, said point being the point of curvature of a curve in Wastson Road and said tract conveyed to Bexar County as described in a deed recorded in Volume 7729, Page 40, Official Public Records;

THENCE, along the north line of of the herein described tract S. 81°29'22" E., a distance of 620.02 feet to a ½" iron rod with "CEC" cap set for an angle point of the herein described tract;

THENCE, continuing along north line of the herein described tract S 80°51'30" E., a distance of 733.76 feet to a ½" iron rod with "CEC" cap set for a cutback of the herein described tract;

THENCE, along said cutback N. 54°08'30" E., a distance of 34.57 feet to a ½" iron rod with "CEC" cap set, for a northeast corner of the herein described tract;

THENCE, along the east line of the herein described tract S. 08°34'00" W., a distance of 55.26 feet to a ½" iron rod with "CEC" cap set for the southeast corner of the herein described tract said point being in thee north line of Howard Road;

THENCE, along the north line of Howard Road N. 80°50'30" W., a distance of 763.55 feet to a ½" iron rod with "CEC" cap set for an angle point of the herein described tract;

THENCE, along the north right of way of Watson Road N. 80°28'53" W., a distance of 444.97 feet to a ½" iron rod with "CEC" cap set on a curve to the left having a central angle of 13°11'52", a radius of 746.21 and a chord bearing and distance of N. 73°52'57" W., 171.51 feet for the southwest corner of the herein described tract;

THENCE, along the arc of said curve and the north right of way line of Watson Road a distance of 171.89 feet to the **POINT OF BEGINNING** and containing 0.848 acres of land, more or less.

Said Tract 1, Tract 2 and Tract 3 containing 204.203 acre of land more or less.

This description was prepared from a survey made on the ground by employees of Civil Engineering Consultants. There is a plat of a survey with like job number. Bearings are based on the Texas State Plane, South Central Zone Coordinate System. Surveyed this the 8th day of December, 2010.

Chester A. Varner, R.P.L.S.
Chester A. Varner, RPLS # 4812 12/8/2010