

ORDINANCE 2017-03-02-0131

AUTHORIZING AN AGREEMENT FOR SERVICES IN LIEU OF ANNEXATION AMONG THE CITY OF SAN ANTONIO AND REPRESENTATIVES OF THE US 281 NORTH RESIDENTIAL ANNEXATION AREA, APPOINTED BY THE BEXAR COUNTY COMMISSIONERS COURT.

* * * * *

WHEREAS, the US 281 North residential area consists of approximately 11.02 square miles generally located to the east and west of the U.S. Highway 281 North, and is contiguous to the City limits of San Antonio and within the City's Extraterritorial Jurisdiction; and

WHEREAS, the US 281 North residential area was identified in the City's three-year municipal annexation plan adopted by City Council on September 8, 2016; and

WHEREAS, the adoption of the municipal annexation plan allowed the City to develop a non-annexation agreement postponing annexation; and

WHEREAS, the City Council desires to postpone annexation until on or before December 30, 2033 to correspond with the expiration of the Lumbermen's Investment Corporation and Timberwood Park non-annexation agreements; and

WHEREAS, the Commissioners Court of Bexar County appointed **Ryan Clark, Jean Dailey, David Diharce, Michael Soulek and Raymond Wilkinson** as the five negotiators pursuant to Section 43.0562 of the Texas Local Government Code to negotiate the terms for the provision of services upon annexation or for the terms of an Agreement for Services in Lieu of Annexation; and

WHEREAS, the City Council has considered the Services in Lieu of Annexation agreement; **NOW THEREFORE**,

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

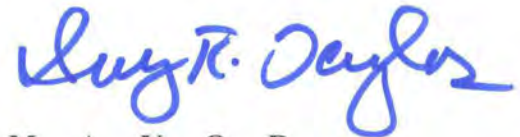
SECTION 1. An Agreement for Services in Lieu of Annexation is hereby approved for the area known as the US 281 North residential area, which consists of approximately 11.02 square miles. The Agreement for Services in Lieu of Annexation is attached hereto as **ATTACHMENT 1** and is incorporated herein for all purposes.

SECTION 2. The City Manager and her designees are hereby authorized and directed to take any actions necessary to implement this ordinance approving an Agreement for

Services in Lieu of Annexation for the US 281 North residential area, including but not limited to the execution of appropriate documents.

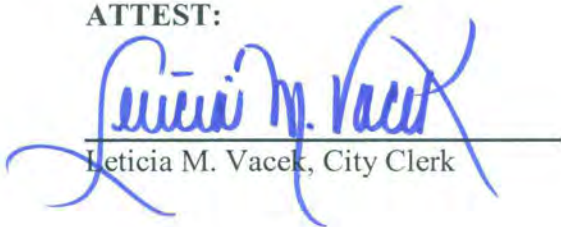
SECTION 3. This ordinance shall be effective the 12th day of March, 2017.

PASSED AND APPROVED this 2nd day of March, 2017.



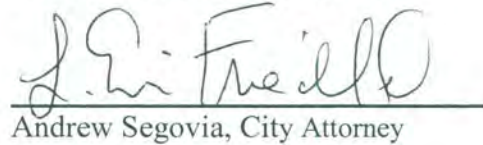
M A Y O R
Ivy Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

for

Agenda Item:	14						
Date:	03/02/2017						
Time:	10:34:40 AM						
Vote Type:	Motion to Deny						
Description:	An Ordinance authorizing a non-annexation agreement until December 31, 2033 with subsequent voluntary annexation effective on that date between the City of San Antonio and the representatives of the US 281 North Residential Annexation Area, appointed by the Bexar County Commissioners Court. [Peter Zaroni, Deputy City Manager; Bridgett White, Director, Planning]						
Result:	Failed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor			x			
Roberto C. Treviño	District 1			x			
Alan Warrick	District 2			x			
Rebecca Viagran	District 3			x			
Rey Saldaña	District 4			x			
Shirley Gonzales	District 5		x				x
Ray Lopez	District 6			x			
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9	x					
Michael Gallagher	District 10			x			

Agenda Item:	14						
Date:	03/02/2017						
Time:	10:34:57 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a non-annexation agreement until December 31, 2033 with subsequent voluntary annexation effective on that date between the City of San Antonio and the representatives of the US 281 North Residential Annexation Area, appointed by the Bexar County Commissioners Court. [Peter Zanoni, Deputy City Manager; Bridgett White, Director, Planning]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	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 “1”

AGREEMENT FOR SERVICES IN LIEU OF ANNEXATION

AMONG

CITY OF SAN ANTONIO, TEXAS

AND

Ryan Clark, Jean Dailey, David Diharce, Michael Soulek and Raymond Wilkinson AS REPRESENTATIVES OF THE 281 NORTH RESIDENTIAL ANNEXATION AREA, APPOINTED BY THE BEXAR COUNTY COMMISSIONERS COURT

DATE: March 2, 2017

AGREEMENT FOR SERVICES IN LIEU OF ANNEXATION

This AGREEMENT FOR SERVICES IN LIEU OF ANNEXATION is made and entered into as of the Effective Date (herein defined), by and between the **CITY OF SAN ANTONIO, TEXAS**, a Texas municipal corporation (the “City”), **Ryan Clark, Jean Dailey, David Diharce, Michael Soulek and Raymond Wilkinson** (“**REPRESENTATIVES**” collectively in their capacity as appointed representatives pursuant to *Section 43.0562(b), Texas Local Government Code*); and

RECITALS

A. The 281 North Residential Annexation Area consists of approximately 7,050 acres (8,724 overall acreage minus 1,224 commercial acres of commercial corridor previously annexed), depicted on map attached hereto as **EXHIBIT A** and more particularly described by metes and bounds in **EXHIBIT B** (the “*Land*”), which is attached hereto and is incorporated herein for all purposes.

B. By Ordinance 2016-09-08-0674, dated September 8, 2016, the San Antonio City Council adopted an amendment to its municipal annexation plan (the “*Annexation Plan*”) in accordance with *Section 43.052, et. seq., Texas Local Government Code*, that included the Land. Pursuant to such Annexation Plan, the City issued written notice to each property owner of the Land as shown on the Bexar Appraisal District records, and to all public entities and private entities providing services to the Land.

C. Based in part upon the responses to the written notices provided to the public and private entities providing services to the Land, the City prepared an inventory of services and facilities which the City would be required to provide following annexation of the Land by the City. Consistent with the inventory, the City has prepared and made available to the public the Service Plan for the provision of full municipal services to the Land in accordance with *Section 43.056, Texas Local Government Code*. Further, in accordance with *Section 43.0561, Texas Local Government Code*, City has conducted two public hearings concerning the Service Plan at which persons interested in the Annexation Plan and Service Plan were given an opportunity to

be heard.

D. Pursuant to *Section 43.0562(b) and Section 43.0563, Texas Local Government Code*, the Commissioners Court of Bexar County has appointed the Representatives for the purposes of negotiating for the provision of services to the Land upon annexation or for the provision of services to the Land in lieu of annexation.

E. City and Representatives enter into this Agreement to evidence their agreement concerning the provision of services to the Land in lieu of annexation, to establish permissible land uses, to require compliance with certain municipal ordinances in lieu of annexation, and to establish a date for the voluntary annexation of the Land.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

DEFINITIONS AND INTERPRETATIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning set forth below, unless the context in which such term or phrase is used clearly indicates otherwise:

“*Agreement*” means this Agreement for Services in Lieu of Annexation.

“*Annexation Plan*” means the annexation plan as defined in the Recitals.

“*City Code*” means the City Code of the City of San Antonio, Texas.

“*City Council*” means the City Council of City of San Antonio, Texas, or any successor governing body.

“*City Representative*” means the City Manager or her designated representative.

“*Effective Date of this Agreement*” means the Effective Date of the City Ordinance approving this Agreement.

“*ETJ*” means the extraterritorial jurisdiction of City established pursuant to the *Texas Local Government Code*, as amended.

“*Governmental Authority*” means any applicable federal, state, county or city governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) with jurisdiction over the Land or its inhabitants.

“*Governmental Functions*” means any regulatory, legislative, permitting, zoning,

enforcement (including police power), licensing or other functions which City is authorized or required to perform in its capacity as a Governmental Authority.

“*Governmental Rules*” means any statute, law, treaty, rule, code, ordinance, regulation, permit, official interpretation, certificate or of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority.

“*Official Records*” means the Official Public Records of Real Property of Bexar County, Texas.

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

“*State*” means the State of Texas.

“*Term*” means a period of time commencing upon the Effective Date and ending on December 30, 2033.

“*Unified Development Code*” or “*UDC*” means Chapter 35 of the City Code of the City of San Antonio, entitled the “Unified Development Code,” as it exists on the Effective Date of this Agreement and any future amendments to the Unified Development Code enacted during the Term of this Agreement.

ARTICLE 1. TERM; PRELIMINARY MATTERS

1.1 **Term-commencement.** This Agreement shall commence on the Effective Date of the Ordinance in which it is approved.

1.2 **Term-termination.** This Agreement shall continue in effect until the expiration of the Term. In the event this Agreement does not take effect due to the failure to commence under Section 1.1, or is terminated by mutual agreement of the Parties or other event, the Parties shall each promptly execute a document confirming the termination or lack of effect, as applicable, of this Agreement.

1.3 **Consideration.** As consideration for City’s consent not to annex the Land for the term of this Agreement, the Owners agree to voluntarily comply with various City ordinances and regulations and restrictive covenants that limit and restrict the manner in which the Land will be used and developed and consent to voluntary annexation of the Land, in accordance with the terms below.

ARTICLE 2. ANNEXATION, DISANNEXATION, ANNEXATION PLAN

2.1 **Deferred Annexation Period.** Subject to the conditions set forth in this Agreement, City agrees to continue the extraterritorial status of the Land and its immunity

from annexation by City until this Agreement has terminated.

2.2 **Extraterritorial Jurisdiction.** The Parties agree that during the Term of this Agreement the Area shall be and remain within the Extraterritorial Jurisdiction ("ETJ") of the City pursuant to Texas statute.

2.3 **Incorporation or Creation of Governmental Entity.** There shall be no attempt to create a governmental entity or incorporate a municipality within the Land during the term of the agreement. The City may take any necessary actions to oppose or prohibit the formation of any governmental entity within any part of its ETJ without violating or terminating this Agreement.

2.4 **Amendment to the Annexation Plan.** Contemporaneous with the approval of this Agreement the City will amend the Annexation Plan to remove the Land from the Annexation Plan and it shall not be thereafter added to the Annexation Plan so as to permit the involuntary annexation of the Land prior to the end of the Term. Nothing herein shall prohibit the City from amending the Annexation Plan during the Term as necessary to allow for the annexation of the Land if such annexation would be effective after the expiration of the Term or the Termination of this Agreement.

2.5 **Consent to annexation.** Each owner of Land covered by this Agreement by and through the Representatives consent to annexation by the City to occur at the end of the term or upon a termination event. During the term, the City may take all necessary steps to accomplish annexation of the land upon the termination of this Agreement. This Agreement constitutes consent to the City, acting in the City's sole discretion, for annexation of the Land for full purposes under the provisions of Section 43.052(h) of the Texas Local Government Code on or after December 30, 2033. The City is not obligated to annex the Property for full purposes on December 30, 2033 or at any other time. To accomplish such annexation, the City will not need to take the following actions, all of which are waived:

- adopt or amend an annexation plan to include the Land;
- give notice to any service providers in the area of the Land;
- 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;
- complete a service plan that provides for the extension of full municipal services to the Property, other than the Service Plan;
- hold any public hearings; and
- undertake any negotiations for provision of services to the Land.

ARTICLE 3. LAND USE CONTROLS AND ORDINANCES

3.1 **Application of City of San Antonio Ordinances.** At all times during the Term, the Land shall be a part of the ETJ of the City. The Land shall be subject to ordinances of

and all subsequent amendments, replacement ordinances, and related technical and illustrative manuals to these ordinances any amendments to these Chapters of the City Code shall apply to the Land during the entire Term:

- Chapter 6, Buildings
- Chapter 10, Building-Related Codes
- Chapter 11, Fire Prevention, Articles II and III including references to Chapter 16, Licenses and Business Regulations pertaining to Hazardous Materials Permits
- Chapter 28, Signs
- Chapter 34, Water and Sewers, Category 3 pollution prevention criteria requirements (impervious cover)
- Chapter 35, Unified Development Code (save and except Article III, Zoning)
- The sale, offer for sale, or manufacture of fireworks or pyrotechnics of all kinds and in any quantity is not permitted.

3.3 Prohibited uses over the Edwards Aquifer Recharge Zone. Those uses not permitted by right in the Edwards Aquifer Recharge Zone as referenced in the UDC Sec. 35-311, Use Regulations, Tables 311-1 and 311-2 shall be prohibited. Legally permitted uses that existed at the time of the effective date of this agreement may continue, but may not expand.

3.4 Applicability of Military Lighting Standards. UDC Sec. 35-339.04 shall apply.

3.5 Applicability to Developed Single Family Lots. Section 3.2 of this Agreement shall not apply to: a) any existing structures on a platted lot with a completed single-family residence existing on the lot as of the Effective Date of this Agreement; b) new structures smaller than five hundred (500) square feet intended for accessory uses permitted by Chapter 35, Section 35-370 and constructed after the Effective Date of this Agreement; and c) any structure legally under construction as of the Effective Date of this Agreement provided that the construction is complete within two (2) years of the Effective Date of this Agreement.

3.6 Inspections. As part of the development (plat) review, the City shall conduct inspections for streets and drainage as if the area was within the City limits and City Fire Inspectors shall conduct all reviews for necessary Fire Flow and fire hydrant spacing.

3.7 Plat Review. The City shall be the sole plat reviewing entity for Bexar County, in accordance with the Interlocal Agreement between Bexar County and the City.

3.8 Development Fees. The Owners shall pay to the City all application, plan review, plat review, and filing fees applicable to the approval of subdivision plats and in the ETJ and all fees (including, without limitation, building permits, impact fees, traffic impact analysis fees, water/wastewater impact fees, water supply fees, general benefit fees and storm water management fees) assessed with respect to development and construction at the times and in the amounts set forth in the UDC.

analysis fees, water/wastewater impact fees, water supply fees, general benefit fees and storm water management fees) assessed with respect to development and construction at the times and in the amounts set forth in the UDC.

ARTICLE 4. GOVERNMENTAL FUNCTIONS

4.1 **No Limitation on City's Governmental Functions.** The Parties hereto acknowledge that nothing in this Agreement shall be binding upon, constitute a waiver by or estop City from exercising in good faith any of its rights, powers or duties in its required Governmental Functions within its full purpose city limits, other areas annexed for limited purposes or within its ETJ.

4.2 **Continuation of Land Use.** Land being legally used for a certain purpose in the area at the time annexation proceedings were instituted, may continue to be used for that purpose.

ARTICLE 5. MISCELLANEOUS

5.1 **Beneficiaries.** This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns, including (without implied limitation) each owner of property in the Land covered by this Agreement.

5.2 **Headings.** The headings of the various articles, sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions of this Agreement.

5.3 **Notices.** The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications required or permitted to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (a) by delivering the same in person, (b) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (c) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date following such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

CITY:

City of San Antonio
100 Military Plaza, 1st Floor PO Box 839966
San Antonio, Texas 78283-3966
Attention: Director of Planning and Community Development

281 NORTH RESIDENTIAL REPRESENTATIVES:

Ryan Clark
2755 Trinity View
San Antonio, Texas 78261

Jean Dailey
2214 Winding View
San Antonio, Texas 78260

David Diharce
2206 Bears Notch
San Antonio, TX 78258

Michael Soulek
418 Legacy Ridge
San Antonio, Texas 78260

Raymond Wilkinson
81 Reynosa
San Antonio, Texas 78261

With copies to:

City Clerk
100 Military Plaza, 2nd Floor
San Antonio, Texas 78205

City Attorney
100 Military Plaza, 3rd Floor
San Antonio, Texas 78205

Bexar County Commissioner's Court
100 Dolorosa, Suite 1.20
San Antonio, Texas 78205

Rob Killen
Kaufman & Killen, Inc.
100 West Houston Street, Suite 1250
San Antonio, Texas 78205

The Parties may, from time to time, change their respective addresses, and each has the right to specify as its address any other address within the United States of America by giving at least five days written notice to the other Parties.

5.4 **Business Days.** If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

5.5 **Time.** Time is of the essence in all things pertaining to the performance of this Agreement.

5.6 **Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws such that the legitimate expectations of any Party hereunder is incapable of being realized and cannot be reformed to validly and legally meet such thwarted expectations, then, and only in that event, it is the intention of the Parties hereto that this Agreement shall terminate in all respects. In any other event, it is the intention of the Parties that the remainder of this Agreement will not be affected.

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

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

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

5.10 **Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

5.11 **Governing Law; Venue.** THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUDING PRINCIPLES OF CONFLICTS OF LAW). VENUE SHALL BE IN BEXAR COUNTY, TEXAS.

5.12 **No Party Deemed Drafter.** Each Party has thoroughly reviewed and revised this Agreement and has had the advice of counsel prior to execution hereof, and the Parties agree that none of them shall be deemed to be the drafter thereof.

5.13 **Use of Defined Terms.** Any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any number of members of the relevant class. Any reference to this Agreement or any Exhibits hereto and any other instruments, documents and agreements shall include this Agreement, exhibits and other instruments, documents and agreements as originally executed or existed and as the same may from time to time be supplemented, modified or amended.

5.14 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but taken together shall constitute only one document. The Parties agree to circulate for execution all executed such counterparts in order

that each Party may obtain a counterpart executed by all Parties.

5.15 Entire Agreement, Amendment, Survival. This Agreement, together with the exhibits hereto and the documents referenced herein, constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought, and in the case of City, approved by action of City Council. All of the representations and warranties of each Party contained in this Agreement shall survive the execution, delivery and acceptance of this Agreement and any termination hereof. Unless otherwise set forth in this Agreement, all agreements of the Parties contained in this Agreement which must survive to afford each respective Party the anticipated benefits of such agreements shall likewise survive, whether or not identified in this Agreement to so survive.

THEREFORE, IN WITNESS WHEREOF, the Parties have executed this Agreement this ___ day of March, 2017.

[signatures appear on following pages]

CITY OF SAN ANTONIO

BY: _____

Name: _____

Title: _____

Ryan Clark

Jean Dailey

David Diharce

Michael Soulek

Raymond Wilkinson

**REPRESENTATIVES OF THE 281 NORTH
RESIDENTIAL ANNEXATION AREA,
APPOINTED BY THE BEXAR COUNTY
COMMISSIONERS COURT**

State of Texas

County of Bexar

§
§
§

This instrument was acknowledged before me on this ___ day of _____, 2017 by ___
_____, with a title of _____ for the City of San Antonio, a
Texas municipal corporation, on behalf of said corporation.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

State of Texas §
 §
County of Bexar §

This instrument was acknowledged before me on this ___ day of _____, 2017 by **RYAN CLARK**, as a representative of the 281 North Residential Annexation Area.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

State of Texas §
 §
County of Bexar §

This instrument was acknowledged before me on this ___ day of _____, 2017 by **JEAN DAILEY**, as a representative of the 281 North Residential Annexation Area.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

State of Texas §
 §
County of Bexar §

This instrument was acknowledged before me on this ___ day of _____, 2017 by **DAVID DIHARCE**, as a representative of the 281 North Residential Annexation Area.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

State of Texas §
 §
County of Bexar §

This instrument was acknowledged before me on this ___ day of _____, 2017 by **MICHAEL SOULEK**, as a representative of the 281 North Residential Annexation Area.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

State of Texas §
 §
County of Bexar §

This instrument was acknowledged before me on this ___ day of _____, 2017 by **RAYMOND WILKINSON**, as a representative of the 281 North Residential Annexation Area.

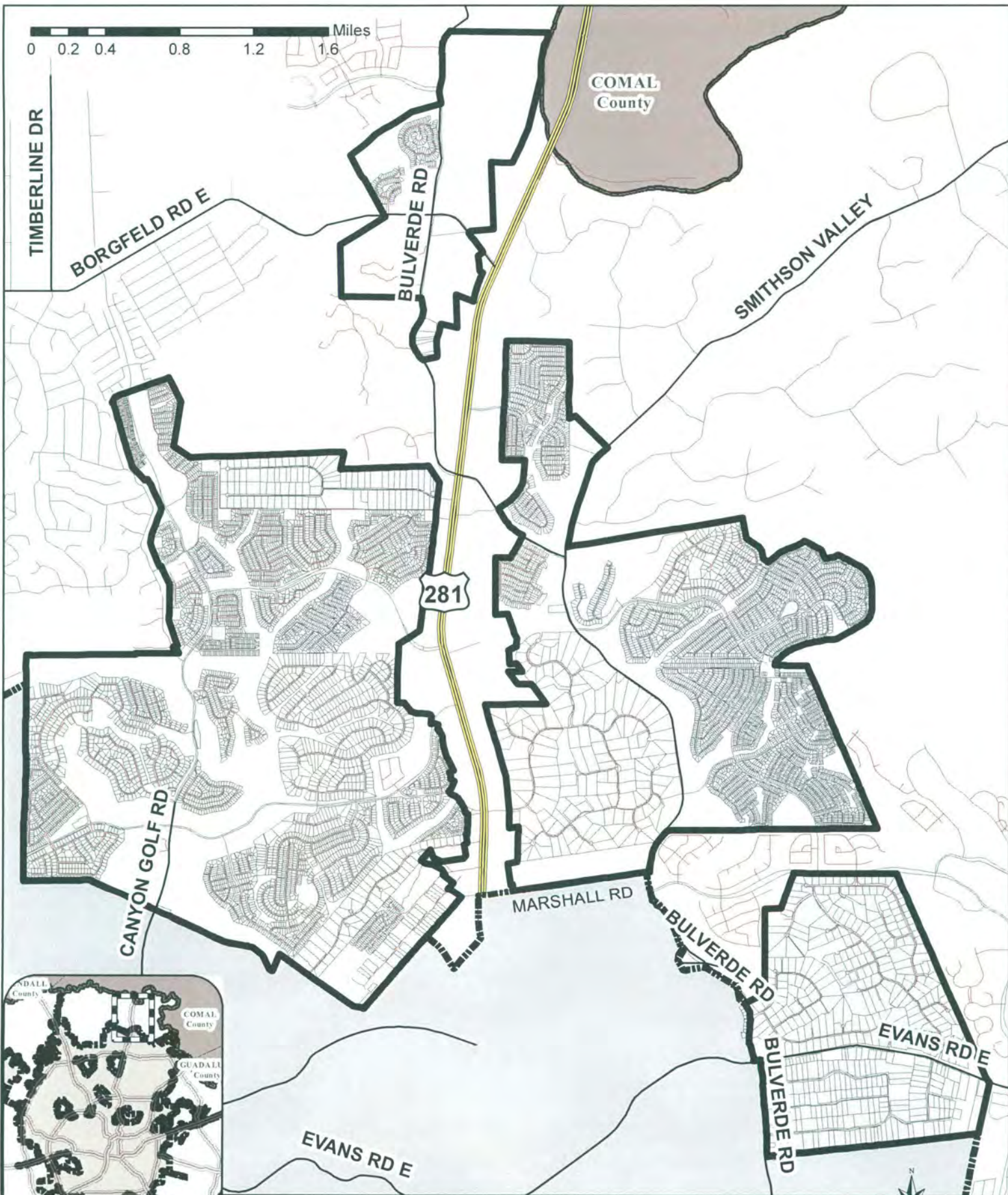
Date: _____

Notary Public, State of Texas

My Commission expires: _____

DRAFT

EXHIBIT “A”



- Proposed Annexation Area US 281 North
- BCAD 2016 Residential Parcels
- Highways
- City of San Antonio
- Bexar County
- Adjacent Counties



Date Source: City of San Antonio Enterprise GIS, Bexar Metro 911, Bexar Appraisal District
 This document represents the City of San Antonio's best effort to provide the most accurate information available. The City of San Antonio is not responsible for any errors or omissions in this document. The City of San Antonio is not responsible for any errors or omissions in this document. The City of San Antonio is not responsible for any errors or omissions in this document.
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City of San Antonio US 281 North Annexation Area

City of San Antonio
 Information Technology Services Department
 GIS Public Service Unit

Riverview Towers
 111 Soledad St, 9th Floor, Suite 900
 San Antonio, TX 78205

EXHIBIT “B”

US 281 North Services In Lieu of Annexation Agreement Metes and
Bounds 7,050 acre area (8,274 overall acreage minus 1,224 acre commercial
corridor previously annexed) described in Exhibit "B" below:



FORD ENGINEERING, INC

Exhibit "B"

BOUNDARY DESCRIPTION FOR A 8,274 ACRE AREA KNOW AS HIGHWAY 281 RESIDENTIAL AREA COMPRISED OF TWO TRACTS

TRACT I. A boundary description for an area containing 7331 Acres, more or less, and being adjacent to the current city limits of the City of San Antonio, Bexar County, Texas, and being a part of Comal County, Texas; being more particularly described as follows:

BEGINNING: at a point for the southwestern corner of Mesa Del Sur, Unit 3 in volume 9575, page 118, deed and plat records, Bexar County, Texas, the southeastern corner of The Heights at Stone Oak II, Unit 2 in volume 9537, pages 107-109, deed and plat records, Bexar County, Texas, the northwestern corner of Mesa Grande, Unit 4 in volume 9562, pages 134-136, deed and plat records, Bexar County, Texas, and the northernmost corner of The Park at Hardy Oaks, Unit 1 in volume 9552, pages 211-212, deed and plat records, Bexar County, Texas, a corner of the current City of San Antonio City Limits;

THENCE: in a northern direction following the current city limits line of the City of San Antonio, a distance of approximately 5625 feet to a point for the southeastern corner of Oak Moss North recorded in volume 7900, pages 92-101, deed and plat records, Bexar County, Texas, a corner of the current City of San Antonio City Limits;

THENCE: in a northern direction, a distance of approximately 810 feet to a point for the northeastern corner of Oak Moss North;

THENCE: in a eastern direction, a distance of approximately 3147 feet to a point for the southeastern corner of Lot 901, Block 27, County Block 4848 of the Vista Bella Unit I Enclave in volume 9661, pages 124-126, deed and plat records, Bexar County, Texas;

THENCE: in a northern direction, a distance of approximately 21 feet to a point for the northwestern corner of Lot 903, Vista Bella Unit I;

THENCE: in an eastern direction, a distance of approximately 1220 feet to a point on the eastern line of Vista Bella street;

THENCE: in a northwesterly direction following the eastern line of Vista Bella Street, a distance of approximately 232 feet to a point for the southwestern corner of Lot 1, Block 26, Vista Bella, Unit I;

THENCE: in a northeasterly direction, a distance of approximately 131 feet to a point on the eastern line of Vista Bella, Unit I,



FORD ENGINEERING, INC

THENCE: in a northwesterly direction, a distance of approximately 761 feet to a point for a corner of Vista Bella, Unit 1;

THENCE: in a northern direction, a distance of approximately 128 feet to a point for the northeastern corner of Vista Bella, Unit 1;

THENCE: in an eastern direction, a distance of approximately 31 feet to a point for corner;

THENCE: in a northern direction, passing the southwestern corner of Boulders at Canyon Springs, Unit 1 in volume 9576, page 40, deed and plat records, Bexar County, Texas, a distance of approximately 879 feet to point for a corner of Boulders at Canyon Springs, Unit 1;

THENCE: in a northwesterly direction, a distance of approximately 587 feet to a point on the northern line of Quiet Rapids roadway, the southwestern corner of The Bluffs at Canyon Springs in volume 9575, pages 116-117, deed and plat records, Bexar County, Texas;

THENCE: in a southwesterly direction along the northern line of Quiet Rapids roadway, a distance of approximately 38 feet to a point on the eastern line of Timberwood Park, Unit 5 in volume 9200, pages 7-9, deed and plat records, Bexar County, Texas;

THENCE: in a northwesterly direction following the eastern line of Timberwood Park, Unit 5, a distance of approximately 726 feet to a point for the northeastern corner of Timberwood Park, Unit 5, the southeastern corner of Timberwood Park, Unit 3 in volume 8700, pages 32-37, deed and plat records, Bexar County, Texas;

THENCE: in a northeasterly direction following the eastern line of Timberwood Park, Unit 3, a distance of approximately 1059 feet to a point for a corner of Timberwood Park, Unit 3;

THENCE: in a northwesterly direction following the eastern line Timberwood Park, Unit 3, a distance of approximately 931 feet to a point for the northeastern corner of Timberwood Park, Unit 3;

THENCE: in a southwesterly direction, a distance of approximately 122 feet to a point for the southeastern corner of Timberwood Park, Unit 2 in volume 8000, pages 212-216, deed and plat records, Bexar County, Texas;

THENCE: in a northwesterly direction following the eastern line of Timberwood Park, Unit 2, a distance of approximately 2431 feet to a point for a corner of Villas at Silverado Hills in volume 9579, pages 107-113, deed and plat records, Bexar County, Texas, a corner of Timberwood Park, Unit 2;

THENCE: in a northeasterly direction crossing Canyon Golf Road, a distance of approximately 1820 feet to a point for the northeastern corner of Lakeside at Canyon Springs, Unit 4 in volume 9595, pages 17-19, deed and plat records, Bexar County, Texas;

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THENCE: in a southeasterly direction following the eastern line of Lakeside at Canyon Springs, Unit 4, a distance of approximately 769 feet to a point for a corner of Lakeside at Canyon Springs, Unit 4;

THENCE: in a southwesterly direction following the eastern line of the Lakeside at Canyon Springs, Unit 4, the eastern line of Lakeside at Canyon Springs, Unit 3 in volume 9571, pages 52-54, deed and plat records, Bexar County, Texas, a distance of approximately 1289 feet to a point for a corner of Lakeside at Canyon Springs, Unit 3;

THENCE: in a southeasterly direction following the eastern line of Lakeside at Canyon Springs, Unit 3, a distance of approximately 571 feet to a point for a corner of Lakeside at Canyon Springs, Unit 3;

THENCE: in an eastern direction, a distance of approximately 4353 feet to a point for the northernmost northeastern corner of The Estates at Stonegate in volume 9506, pages 53-55, deed and plat records, Bexar County, Texas, a corner of a 442.445 acre tract in volume 13794, page 1147, official records, Bexar County, Texas;

THENCE: in a southeasterly direction, a distance of approximately 42 feet to a point for a corner of The Estates at Stonegate, a corner of the 442.445 acre tract;

THENCE: in a southwesterly direction, a distance of approximately 470 feet to a point for a corner of The Estates at Stonegate, a corner of the 442.445 acre tract;

THENCE: in an easterly direction, following a northern line of The Estates at Stonegate, a distance of approximately 2356 feet to a point for corner;

THENCE: in a northern direction, a distance of approximately 507 feet to a point for the northeastern corner of Lot 66, Block 2, County Block 4865, Royal Oak Estates, Unit 1 in volume 9684, pages 8-10, deed and plat records, Bexar County, Texas;

THENCE: in an eastern direction, a distance of approximately 409 feet to a point on the eastern line of Bulverde Road;

THENCE: in a northerly direction following the eastern line of Bulverde Road, a distance of approximately 2173 feet to a point for the northwestern corner of North Central Business Park in volume 9543, page 172, deed and plat records, Bexar County, Texas;

THENCE: in a southwesterly direction, a distance of 54 feet to a point on the western line of Bulverde Road;

THENCE: in a northerly direction, following the western line of Bulverde Road, a distance of approximately 2441 feet to a point for the easternmost northeastern corner of a 442.445 acre tract in volume 13794, page 1147, official records, Bexar County, Texas;



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THENCE: in a westerly direction, following a northern line of the 442.445 acre tract, a distance of approximately 2285 feet to a point for a corner of the 442.445 acre tract;

THENCE: in a northern direction, a distance of approximately 1531 feet to a point for the northernmost northeastern corner of the 442.445 acre tract on the southern line of a 11.592 acre tract in volume 9107, page 2276, official records, Bexar County, Texas;

THENCE: in a northeasterly direction, a distance of approximately 1508 feet to a point for the easternmost corner of a 5.70 acre tract in volume 14111, page 1834, official records, Bexar County, Texas;

THENCE: in a northwesterly direction, crossing Borgfeld Road, a distance of approximately 2061 feet to a point for the southwestern corner of Parcel A-2, 80.03 acres in volume 14659, page 1883, official records, Bexar County, Texas;

THENCE: in a northeasterly direction, a distance of approximately 3009 feet to a point for the northeastern corner of Willis Ranch, Unit 2 in volume 9675, pages 182-185, deed and plat records, Bexar County, Texas;

THENCE: in a northerly direction, following the western line of Bulverde Road, a distance of approximately 2232 feet to a point for corner;

THENCE: in a eastern direction, a distance of approximately 2788 feet to a point in the approximate centerline of Cibolo creek, the approximate line of Bexar and Comal Counties, on the western line of a 13.661 acre tract in document number 200306014925, official records, Comal County, Texas;

THENCE: in a northerly direction following the approximate centerline of Cibolo creek and Indian creek, a distance of approximately 2649 feet to a point on the northern line of the city of San Antonio ETJ line and the southern line of Bulverde ETJ line on the western line of Tract 1 – 22.201 acres in document number 9506480525, official records, Comal County, Texas;

THENCE: in a northeasterly direction, a distance of approximately 1114 feet to a point on the eastern line of highway 281, the northwestern corner of Cibolo One Subdivision, in volume 10, page 169, map and plat records, Comal County, Texas;

THENCE: in a southeasterly direction following the northern line of Cibolo One Subdivision, a distance of approximately 357 feet to a point for the northeastern corner of Cibolo One Subdivision;

THENCE: in a southern direction, a distance of approximately 2500 feet to a point for the easternmost southeastern corner of the remainder of a 16.679 acre tract in document number 200506043125, official records, Comal County, Texas;



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THENCE: in a southwesterly direction, a distance of approximately 237 feet to a point for the southernmost southeastern corner of the remainder of a 16.679 acre tract

THENCE: in a western direction, a distance of approximately 482 feet to a point for a corner of the remainder of a 16.679 acre tract, a corner of a 1.002 acre tract in document number 201206012466, official records, Comal County, Texas;

THENCE: in a southern direction, a distance of approximately 2271 feet to a point for the northeastern corner of a 25.548 acre tract in document number 201306032854, official records, Comal County, Texas;

THENCE: in a westerly northwesterly direction following the northern line of the 25.548 acre tract, a distance of approximately 594 feet to a point for corner;

THENCE: in a southern direction, a distance of approximately 899 feet to a point on the southern line of the 25.548 acre tract;

THENCE: in a western direction following a southern line of the 25.548 acre tract, a distance of approximately 517 feet to a point for corner of the 25.548 acre tract;

THENCE: in a southeasterly direction following a line of the 25.548 acre tract, a distance of approximately 553 feet to a point for the southernmost southeastern corner of the 25.548 acre tract;

THENCE: in an eastern direction, a distance of approximately 25 feet to a point for corner;

THENCE: in a southeasterly direction, a distance of approximately 2 feet to a point for the northernmost northeastern corner of Lot 40 of the Country Place, Unit 1, Phase 1 in volume 8200, pages 113-114, deed and plat records, Bexar County, Texas;

THENCE: in a westerly direction following the northern line of Country Place, Unit 1, Phase 1, a distance of approximately 547 feet to a point for the northwestern corner of Lot 40, the northeastern corner of Lot 41, Country Place, Unit 1, Phase 1;

THENCE: in a southeasterly direction following the common line of Lot 40 and 41, Country Place, Unit 1, Phase 1, a distance of approximately 903 feet to a common corner of Lot 40 and 41 on the western line of Elm Grove Road;

THENCE: in a southwesterly direction following the western line of Elm Grove Road, a distance of approximately 102 feet to a point for the southeastern corner of Lot 41, the northeastern corner of Lot 42, Country Place, Unit 1, Phase 1;

THENCE: in a northwesterly direction following the common line of Lots 41 and 42, Country Place, Unit 1, Phase 1, a distance of approximately 326 feet to a point for the



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southwestern corner of Lot 41, the Northwestern corner of Lot 42 on the western line of Country Place, Unit 1, Phase 1;

THENCE: in a southwesterly and southern direction following the western line of Country Place, Unit 1, Phase 1, a distance of approximately 4612 feet to a point for the southwestern corner of Country Place, Unit 1, Phase 1 on the northern line of Trinity Oaks, Unit 9 in volume 9572, page 65, deed and plat records, Bexar County, Texas;

THENCE: in a eastern direction following the southern line of Country Place, Unit 1, Phase 1, the northern line of Trinity Oaks, Unit 9, a distance of approximately 1316 feet to a point for the northeastern corner of Trinity Oaks, Unit 9 on the western line of Country Place, Unit 3 in volume 8900, pages 234-238, deed and plat records, Bexar County, Texas;

THENCE: in a southern direction following the western line of Country Place, Unit 3, a distance of approximately 2189 feet to a point for the westernmost southwestern corner of Country Place, Unit 3, the northwestern corner of Country Place, Unit 4 in volume 8900, pages 146-148, deed and plat records, Bexar County, Texas, on the eastern line of Trinity Oaks, Unit 5A in volume 9567, page 159, deed and plat records, Bexar County, Texas;

THENCE: in a northeasterly direction following a southern line of Country Place, Unit 3, a distance of approximately 225 feet to a point for the northeastern corner of Lot 7, the Northwestern corner of Lot 8, Country Place, Unit 4;

THENCE: in a southeasterly direction following the common line of Lots 6 and 7, Country Place, Unit 4, a distance of approximately 1312 feet to a point on the southeastern line of Smithson Valley Road;

THENCE: in a southwesterly direction following the southeastern line of Smithson Valley Road, a distance of approximately 3106 feet to a point for the northwestern corner of the remainder of a 93.463 acre tract in volume 16553, page 907, official records, Bexar County, Texas;

THENCE: in a northeasterly direction, a distance of approximately 5037 feet to a point for the northeastern corner of Indian Springs Estates North, Unit 2A in volume 9657, pages 85-89, deed and plat records, Bexar County, Texas;

THENCE: in a southern and southeasterly direction following the eastern line of Indian Springs Estates North, Unit 2A, a distance of approximately 1561 feet to a point for the southeastern corner of Indian Springs Estates North, Unit 2A on the northwestern line of The Preserve at Indian Springs Unit 3, Phase 1 in volume 9672, pages 157-159, deed and plat records, Bexar County, Texas;



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THENCE: in a northeasterly direction, a distance of approximately 1223 feet to a point for the northernmost corner of The Preserve at Indian Springs, Unit 3, Phase 2 in volume 9625, pages 219-221, deed and plat records, Bexar County, Texas;

THENCE: in a southeasterly direction, following a northeastern line of The Preserve at Indian Springs, Unit 3, Phase 2, the northeastern line of The Preserve at Indian Springs, Unit 3, Phase 1 in volume 9672, pages 157-159, deed and plat records, Bexar County, Texas, the northeastern line of The Preserve at Indian Springs, Unit 2, Phase 4 in volume 9678, page 165, deed and plat records, Bexar County, Texas, a distance of approximately 1871 feet to a point for a corner of The Preserve at Indian Springs, Unit 2, Phase 4;

THENCE: in a southeasterly and southern direction following an eastern line of The Preserve at Indian Springs, Unit 2, Phase 4, and The Preserve at Indian Springs Unit 2, Phase 2 in volume 9657, page 196, deed and plat records, Bexar County, Texas, a distance of approximately 1322 feet to a point for a corner of The Preserve at Indian Springs, Unit 2, Phase 2;

THENCE: in a southwesterly direction, following a southeastern line of The Preserve at Indian Springs, Unit 2, Phase 2, The Preserve at Indian Springs, Unit 2, Phase 3 in volume 9614, pages 122-124, deed and plat records, The Preserve at Indian Springs, Unit 2, Phase 1 in volume 9572, pages 220-221, deed and plat records, The Preserve at Indian Springs, Unit 1, Phase 1 in volume 9567, pages 153-155, deed and plat records and The Preserve at Indian Springs, Unit 1, Phase 2 in volume 9572, pages 215-216, deed and plat records, Bexar County, Texas, a distance of approximately 3438 feet to a point for the northwestern corner of the Villages at Bulverde, Unit 12 in volume 9595, pages 182-184, deed and plat records, Bexar County, Texas;

THENCE: in an eastern direction following the northern line of the Villages at Bulverde, Unit 12, a distance of approximately 304 feet to a point for the northeastern corner of the Villages at Bulverde, Unit 12;

THENCE: in a southern direction following a line of the Villages at Bulverde, Unit 12, a distance of approximately 24 feet to a point for corner;

THENCE: in an eastern direction, a distance of approximately 626 feet to a point for corner;

THENCE: in a southeasterly direction, passing the northeastern corner of the Village at Bulverde, Unit 12, a distance of approximately 5035 feet to a point for the southeastern corner of the Villages at Bulverde, Unit 10 in volume 9624, pages 28-30, deed and plat records and the northeastern corner of Cibolo Canyon Unit 7D, Enclave in volume 9672, pages 116-117, deed and plat records, Bexar County, Texas;



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THENCE: in a western direction, a distance of approximately 5968 feet to a point for the northwestern corner of Cibolo Canyon, Unit 3, Phase 1 in volume 9566, pages 122-124, deed and plat records, Bexar County, Texas on the southeastern line of Bulverde Road;

THENCE: in a southern and southwesterly direction following the southeastern line of Bulverde Road, a distance of approximately 1355 feet to a point for corner;

THENCE: in a southwesterly direction crossing Bulverde Road, a distance of approximately 70 feet to a point for a corner of Stone Oak Commons in volume 9580, pages 58-62, deed and plat records, Bexar County, a corner of the current City of San Antonio City limits;

THENCE: in a southwesterly direction following the southeastern line of Marshall Road, a line of the current City of San Antonio City limits, crossing Highway 281, a distance of approximately 4855 feet to a point for the southeastern corner of Northwind Blvd on the western line of Highway 281;

THENCE: in a southern direction following the western line of Highway 281, a line of the current City of San Antonio City limits line, a distance of approximately 1234 feet to a point for the southeastern corner of 19.20 acre tract in volume 15875, page 81, official records, Bexar County, Texas, a corner of the current City of San Antonio City limits;

THENCE: in a southwesterly direction following the current City of San Antonio City limits line, a distance of approximately 1176 feet to a point for the southernmost corner of the 19.20 acre tract, a corner of the current City of San Antonio City limits;

THENCE: in a northwesterly direction following the current City of San Antonio City limits line, a distance of approximately 1217 feet to a point for the westernmost corner of a 19.982 acre tract in volume 16046, page 1834, official records, Bexar County, Texas, on the southeastern line of Northwind Estates in volume 5629, page 387, deed records Bexar County, Texas, a corner of the current city of San Antonio City limits;

THENCE: in a southwesterly direction, following the current City of San Antonio City limits line, a distance of approximately 2761 feet to a point for a corner of Northwind Estates, a corner of the current city of San Antonio city limits;

THENCE: in a northwesterly direction, following the current City of San Antonio City limits line, a distance of approximately 2880 feet to a point for the northwestern corner of a 27.613 acre tract in volume 15280, page 1721, official records, Bexar County, Texas, a corner of the current city of San Antonio City limits;

THENCE: in a southwesterly direction following the current City of San Antonio City limits line, a distance of approximately 525 feet to a point for a corner of the 27.613 acre tract, a corner of a City of San Antonio 169.507 acre tract in volume 8315, page 411,



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official records, Bexar County, Texas, a corner of the current city of San Antonio City limits;

THENCE: in a northwesterly direction, following the current City of San Antonio city limits line, a distance of approximately 5970 feet to a point for a corner of Champions Ridge, Unit 3A in volume 9551, page 101, deed and plat records, a southern corner of Mesa Del Sur, Unit 1 in volume 9571, pages 47-49, deed and plat records, Bexar County, Texas, a corner of the current city of San Antonio city limits;

THENCE: in a western direction following the current City of San Antonio city limits line, a distance of approximately 1878 feet to the POINT OF BEGINNING and containing 7331 acres more or less.

TRACT 2. A boundary description for an area containing 943 Acres, more or less, and being adjacent to the current city limits of the City of San Antonio, Bexar County Texas; being more particularly described as follows:

BEGINNING: at a point on the eastern line of Bulverde Road, the southwestern corner of the remainder of Lot 83 of Northwood Hills, Unit 1, in volume 5300, pages 179-180, deed and plat records, the northwestern corner of Ravello in volume 9689, page 208 of the deed and plat records, Bexar County, Texas, a corner of the current City of San Antonio City limits;

THENCE: in a northerly direction following the eastern line of Bulverde Road, a line of the current City of San Antonio city limits line, a distance of approximately 2737 feet to a point for a corner of Fossil Creek, Unit 3 in volume 9592, page 180, deed and plat records, Bexar County, Texas, on the northern line of Evan Road, a corner of the current City of San Antonio City limits;

THENCE: in a westerly direction crossing Bulverde Road, following the current City of San Antonio city limits line, a distance of approximately 234 feet to a point for the southeastern corner of Valvin Subdivision in volume 9595, page 138, deed and plat records, Bexar County, Texas, a corner of the current City of San Antonio City limits;

THENCE: in a northerly direction following the current City of San Antonio city limits line, the western line of Bulverde Road, a distance of approximately 1678 feet to a point for corner;

THENCE: in a northeasterly direction, crossing Bulverde Road, a distance of approximately 659 feet to a point for a corner of Fossil Creek, Unit 1, in volume 9541, page 177, deed and plat records, Bexar County, Texas;

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THENCE: in a northern direction following the western line of Fossil Creek, Unit 1, the western line of Fossil Ridge, Unit 4, in volume 9565, pages 196-198, deed and plat records, Bexar County, Texas a distance of approximately 2423 feet;

THENCE: in a eastern direction following northern line of Fossil Ridge, Unit 4, a distance of approximately 480 feet to a point for a corner of Fossil Ridge, Unit 4;

THENCE: in a northeasterly direction following a western line of Fossil Ridge, Unit 4, a western line of Fossil Ridge, Unit 3 in volume 9560, pages 140-145, deed and plat records, Bexar County, Texas, a distance of approximately 1027 feet to a point for the northwestern corner of Fossil Ridge, Unit 3;

THENCE: in an eastern direction following the northern line of Fossil Ridge, Unit 3, a distance of approximately 2932 feet to a point for the northeastern corner of Fossil Ridge, Unit 3;

THENCE: in a southeasterly direction following the eastern line of Fossil Ridge, Unit 3, the eastern line of Fossil Ridge, Unit 1 in volume 9548, pages 197-204, deed and plat records of Bexar County, Texas, a distance of approximately 6546 feet to a point for the northwestern corner of Fox Grove, Unit 1 in volume 9555, pages 199-202, deed and plat records, Bexar County, Texas, the northeastern corner of a 10.00 acre tract in volume 8555, page 1820, official records of Bexar County, Texas on the Southern line of Evans Road;

THENCE: in a southwesterly direction, a distance of approximately 1461 feet to a point for the southeastern corner of the 10.00 acre tract in volume 8555, page 1820, for a corner of the current City of San Antonio City limits;

THENCE: in a westerly direction following the current city limits line of the City of San Antonio, a distance of approximately 6036 feet to the POINT OF BEGINNING of this annexation area containing 943 acres more or less;

This document was prepared under 22 TAC §663.21, 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.




Rex L. Hackett
Registered Professional Land Surveyor
License Number 5573

Save and Except the following area described in Exhibit "B," Boundary Description for a 1,224 Acre Area Known as Highway 281 North Corridor Area:



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Exhibit "B"

BOUNDARY DESCRIPTION FOR A 1,224 ACRE AREA KNOWN AS HIGHWAY 281 NORTH CORRIDOR AREA

A boundary description for an area containing 1,224 Acres, more or less, and being a portion situated in Bexar County, Texas, and a portion situated in Comal County, Texas; being more particularly described as follows:

BEGINNING: at a point on the Western line of U.S. Highway 281 for the Southeastern corner of North Northwind Drive, the Easternmost Southeastern corner of Northwind Estates in Volume 5629, Page 387, a corner of the current City of San Antonio City Limits;

THENCE: in a southerly direction following the current city limits line of the City of San Antonio, the Western line of U.S. Highway 281, a distance of approximately 1233 feet to a point for the southeastern corner of a 19.20 acre tract in Volume 15875, Page 81, official records of Bexar County, Texas, a corner of the current City of San Antonio City limits;

THENCE: in a southwesterly direction, a distance of approximately 1176 feet following the southeastern line of the 19.20 acre tract, a line of the current City of San Antonio City limits to a point for the Southern corner of the 19.20 acre tract, a corner of the current City of San Antonio City Limits;

THENCE: in a northwesterly direction following the current City of San Antonio City limits, a distance of approximately 1217 feet to a point for the westernmost corner of a 19.982 acre tract in Volume 16046, Page 1834, official records, Bexar County, Texas on the Southeastern line of Northwind Estates, a corner of the current City of San Antonio City limits;

THENCE: in a northeasterly direction following the southeastern line of Northwind Estates, a distance of approximately 1472 feet to a point for a corner of Northwind Estates, a corner of North Northwind Drive;

THENCE: in a northwesterly direction following the southwestern line of North Northwind Drive, a distance of approximately 485 feet to a point on the Northwestern line of South Breeze Street;

THENCE: in a northeasterly direction following the northwestern line of South Breeze Street, a distance of approximately 222 feet to a point on the northeastern line of Lot 1, the southwestern line of Lot 84 of the Northwind Estates;



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THENCE: in a northwesterly direction following the common line of Lot 1 and Lot 84, a distance of approximately 393 feet to a point on the southeastern line of St Croix private street;

THENCE: in a northeasterly direction following the southern line of St. Croix street, a distance of approximately 83 feet to a point on the southwestern line of MTM Life Insurance Subdivision in volume 9553, page 138, deed and plat records, Bexar County, Texas;

THENCE: in a northwesterly direction following the southwestern line of MTM Life Insurance Subdivision, a distance of approximately 798 feet to a point on the southeastern line of The Oaklands subdivision in volume 9530, pages 151-155, deed and plat records, Bexar County, Texas, the westernmost northwestern corner of the MTM Life Insurance Subdivision;

THENCE: in a northeasterly direction following the southeastern line of The Oaklands subdivision, a northwestern line of the MTM Life Insurance Subdivision, a distance of approximately 391 feet to a point for a corner of The Oaklands subdivision, a corner of the MTM Life Insurance Subdivision;

THENCE: in a southeasterly direction following a northern line of the MTM Life Insurance subdivision, a distance of approximately 462 feet to a point for a corner of the MTM Life Insurance Subdivision;

THENCE: in an Easterly direction following a northern line of the MTM Life Insurance subdivision, a distance of approximately 620 feet to a point for a corner of the MTM Life Insurance Subdivision;

THENCE: in a northerly direction following a line of the MTM Life Insurance Subdivision, a distance of approximately 371 feet to a point for a corner of the MTM Life Insurance Subdivision on the southern line of The Oaklands Subdivision in volume 9530, pages 151-155, deed and plat records, Bexar County, Texas, the southern line of Oakland Bend;

THENCE: in a northeasterly direction across Oakland Bend, a distance of approximately 135 feet to a point on the northern line of Oakland Bend for the common corner of Lots 1 and 2 of The Oaklands Subdivision;

THENCE: in a northerly direction following the common line of Lots 1 and 2, The Oaklands Subdivision, a distance of approximately 241 feet to a point on the Southern line of Mountain Lodge, Unit 9 in volume 9568, pages 28-29, deed and plat records, Bexar County, Texas, a common corner of Lot 1 and 2, The Oaklands Subdivision;



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THENCE: in a easterly direction following the southern line of Mountain Lodge, Unit 9, the northern line of The Oaklands Subdivision, a distance of approximately 52 feet to a point for the southeastern corner of Mountain Lodge Unit 9;

THENCE: in a northerly direction following the eastern line of Mountain Lodge Unit 9, a distance of approximately 570 feet to a point on the southern line of Mountain Lodge Road;

THENCE: in a northwesterly direction following the southwestern line of Mountain Lodge Road, a distance of approximately 836 feet to a point;

THENCE: in a northwesterly direction across Mountain Lodge Road, a distance of approximately 94 feet to a point for the southeastern corner of Lot 28, the southwestern corner of Lot 27, Tuscany Heights, Unit 1 in volume 9574, pages 133-135, deed and plat records, Bexar County, Texas;

THENCE: in a northeasterly direction, a distance of approximately 342 feet to a point for the northeastern corner of Lot 25, Tuscany Height, Unit 1;

THENCE: in a northwesterly direction following the northern line of Lot 25, Tuscany Height, Unit 1, a distance of approximately 119 feet to a point on the eastern line of Cortona Mist Street;

THENCE: in a northerly direction following the eastern line of Cortona Mist Street, a distance of approximately 202 feet to a point for the southwestern corner of Lot 24, Tuscany Heights, Unit 1;

THENCE: in a northeasterly direction following the southern line of Lot 24, Tuscany Heights, Unit 1, a distance of approximately 130 feet to a point for the southeastern corner of Lot 24, Tuscany Heights, Unit 1;

THENCE: in a northerly direction, a distance of approximately 1225 feet to a point for the southeastern corner of Lot 901, Block 25, Tuscany Heights Wilderness Oak Subdivision, in volume 9610, pages 90-92, deed and plat records, Bexar County, Texas;

THENCE: in a northerly direction following the eastern line of Lot 901, Tuscany Heights Wilderness Oak Subdivision, a distance of approximately 40 feet;

THENCE: in a northwesterly direction following a northern line of Lot 901, Tuscany Heights Wilderness Oak Subdivision, a distance of approximately 53 feet;

THENCE: in a northerly direction following the eastern line of Lot 901, Tuscany Heights Wilderness Oak Subdivision, a distance of approximately 137 feet;



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THENCE: in a northwesterly direction following the northern line of Lot 901, Tuscany Heights Wilderness Oak Subdivision, a distance of approximately 110 feet to a point on the eastern line of Wilderness Oak Street;

THENCE: in a southwesterly direction across Wilderness Oak Street, a distance of approximately 102 feet to a point the western line of Wilderness Oak Street, the eastern line of Tuscany Heights Elementary School subdivision in Volume 9602, Pages 199-201, deed and plat records, Bexar County, Texas;

THENCE: in a northerly direction following the western line of Wilderness Oak Street, the eastern line of Tuscany Heights Elementary School subdivision, a distance of approximately 280 feet to a point on the southern line of Summerglen Way;

THENCE: in a westerly direction following the southern line of Summerglen Way, a distance of approximately 509 feet to a point for the northwestern corner of Tuscany Heights Elementary School subdivision;

THENCE: in a northwesterly direction, crossing Summerglen Way, a distance of approximately 380 feet to a corner of Summerglen, Unit 2B in volume 9543, pages 165-167, deed and plat records, Bexar County, Texas, the westernmost corner of a 5.930 acre tract in in volume 15566, page 1841, official records, Bexar County, Texas on the southern line of a 26.395 acre tract in volume 15566, page 1804, official records, Bexar County, Texas;

THENCE: in a western direction following a line of Summerglen Unit 2B, a distance of approximately 196 feet to a corner of Summerglen Unit 2B, the southwestern corner of the 26.395 acre tract;

THENCE: in a northern direction, a distance of approximately 1673 feet to a corner of The Estates of Lookout Canyon in volume 9569, pages 78-79, deed and plat records, Bexar County, Texas;

THENCE: in a northeasterly direction, crossing Overlook Parkway, a distance of approximately 726 feet to a point for a corner of Oliver Ranch 281 Commercial in volume 9632, pages 212-213 and volume 9633, page 1, deed and plat records, Bexar County, Texas, the southeastern corner of the Crossbridge Community Church 23.34 acre tract in volume 11374, page 294, official records, Bexar County, Texas;

THENCE: in a northerly direction following the western line of Oliver Ranch 281 Commercial, a distance of approximately 1504 feet to a point on a southern line of Oliver Ranch Unit 6A, Phase II in volume 9561, pages 167-169, deed and plat records, Bexar County, Texas, a corner of Oliver Ranch 281 Commercial;

THENCE: in a eastern direction, a distance of approximately 59 feet to a point for the southeastern corner of Oliver Ranch Unit 6A, Phase II;



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THENCE: in a northerly direction, a distance of approximately 2718 feet to a point for the southern corner of The Eastco Subdivision in volume 9539, page 3, a corner of The Estates at Stonegate Subdivision in Volume 9506, Pages 53-55, deed and plat records, Bexar County, Texas;

THENCE: in a northwesterly direction, a distance of approximately 577 feet to a point for the northwestern corner of The Eastco Subdivision, a corner of The Estates at Stonegate Subdivision,

THENCE: in a western direction, a distance of approximately 138 feet following the northern line of The Estate at Stonegate Subdivision;

THENCE: in a northern direction, a distance of approximately 507 feet to a point for the northeastern corner of Lot 66, Block 2, County Block 4865, Royal Oak Estates, Unit 1 in volume 9684, pages 8-10, deed and plat records, Bexar County, Texas;

THENCE: in an eastern direction, a distance of approximately 409 feet to a point on the eastern line of Bulverde Road;

THENCE: in a northerly direction following the eastern line of Bulverde Road, a distance of approximately 2172 feet to a point for the northwestern corner of North Central Business Park Subdivision in volume 9543, page 172, deed and plat records, Bexar County, Texas;

THENCE: in a southwesterly direction, a distance of approximately 54 feet to a point on the western line of Bulverde Road;

THENCE: in a northerly direction, following the western line of Bulverde Road, a distance of approximately 454 feet;

THENCE: in a northeasterly direction, a distance of approximately 422 feet to a point for the southeastern corner of a 1.915 acre tract in volume 8908, page 1928, a corner of a 36.17 acre tract in volume 12220, page 2205, official records, Bexar County, Texas;

THENCE: in a northern direction, a distance of approximately 947 feet to a point for the northwestern corner of the 36.17 acre tract;

THENCE: in a southeasterly direction, following the northern line of the 36.17 acre tract, a distance of approximately 448 feet to a point for the southwestern corner of a 8.59 acre tract in volume 17394, page 1582, official records, Bexar County, Texas;

THENCE: in a northern direction following the western line of the 8.59 acre tract, a distance of approximately 938 feet to a point for the northwestern corner of 8.59 acre tract, the southwestern corner of a 12.66 acre tract in volume 17331, page 765, official records, Bexar County, Texas;



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THENCE: in a southeasterly direction following the northern line of the 8.59 acre tract, the southern line of the 12.66 acre tract, a distance of approximately 524 feet to a point for the southeastern corner of the 12.66 acre tract, southwestern corner of the State of Texas 3.535 acre tract in volume 12969, page 2248, official records, Bexar County, Texas;

THENCE: in a northeasterly direction, following the eastern line of the 12.66 acre tract, the western line of the State of Texas 3.535 acre tract, a distance of approximately 873 feet to a point for the northeastern corner of the 12.66 acre tract, the northwestern corner of the State of Texas 3.535 acre tract, the southwestern corner of the State of Texas 1.722 acre tract in volume 13729, page 1243, official Records, Bexar County, Texas, on southern line of Ram Store No. 24 Subdivision in volume 9536, page 107, deed and plat records, Bexar County, Texas;

THENCE: in a northwesterly and northeasterly direction following the western line of the Ram Store No. 24 subdivision, a distance of approximately 700 feet to a point on the southwestern line of Borgfeld Road;

THENCE: in a northwesterly direction following the southwestern line of Borgfeld road, a distance of approximately 545 feet;

THENCE: in a easterly direction crossing Borgfeld road, a distance of approximately 693 feet to a point for the southwestern corner of the remainder of a 39.928 acre tract in volume 17797, page 852, official records, Bexar County, Texas;

THENCE: in a northern direction following the western line of the 39.928 acre tract, a distance of approximately 1869 feet to a point for the northwestern corner of the 39.928 acre tract;

THENCE: in an eastern direction, following the northern line of the 39.28 acre tract, a distance of approximately 596 feet;

THENCE: in a northeasterly direction, a distance of approximately 2524 feet to a point in the approximate centerline of Cibolo Creek, the approximate line of Bexar and Comal Counties on the western line of a 13.660 acre tract in document number 9806015969, official records, Comal County, Texas;

THENCE: in a northerly direction following the approximate centerline of Cibolo Creek and Indian creek, a distance of approximately 4039 feet to a point on the northern line of the city of San Antonio ETJ line and the southern line of Bulverde ETJ line on the western line of Tract 1 – 22.201 acres in document number 9506480525, official records, Comal County, Texas;



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THENCE: in a easterly direction, a distance of approximately 1114 feet to a point on the eastern line of U.S. Highway 281, the northwestern corner of Cibolo One Subdivision in volume 10, page 169, map and plat records, Comal County, Texas;

THENCE: in a southeasterly direction following the northern line of Cibolo One Subdivision, a distance of approximately 357 feet to a point for the northeastern corner of Cibolo One Subdivision;

THENCE: in a southern direction, a distance of approximately 2500 feet to a point for the easternmost southeastern corner of the remainder of a 16.679 acre tract in document number 200506043125, official records, Comal County, Texas;

THENCE: in a southwesterly direction, a distance of approximately 237 feet to a point for the southernmost southeastern corner of the remainder of the 16.679 acre tract;

THENCE: in a western direction, a distance of approximately 482 feet to a point for a corner of the remainder of a 16.679 acre tract, a corner of a 1.002 acre tract in document number 201206012466, official records, Comal County, Texas;

THENCE: in a southern direction, a distance of approximately 2271 feet to a point for the northeastern corner of a 25.548 acre tract in document number 201306032854, official records, Comal County, Texas;

THENCE: in a westerly direction, following the north line of the 25.548 acre tract, a distance of approximately 594 feet to a point for corner;

THENCE: in southern direction, a distance of approximately 899 feet to a point on the southern line of the 25.548 acre tract;

THENCE: in a western direction, a distance of approximately 517 feet to a point for a corner of the 25.548 acre tract;

THENCE: in a southeasterly direction, a distance of approximately 553 feet to a point for the southernmost southeastern corner of the 25.548 acre tract;

THENCE: in an eastern direction, a distance of approximately 25 feet to a point for corner;

THENCE: in a southeasterly direction, a distance of approximately 2 feet to a point for the northernmost northeastern corner of Lot 40 of the Country Place, Unit 1, Phase 1, in volume 8200, pages 113-114, deed and plat records, Bexar County, Texas;

THENCE: in a westerly direction crossing the approximate line of Bexar and Comal Counties, following the northern line of Country Place, Unit 1, Phase 1, a distance of approximately 547 feet to a point for the northwestern corner of lot 40, the northeastern corner of lot 41, Country Place, Unit 1, Phase 1;



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THENCE: in a southerly direction following the common line of lot 40 and 41, Country Place, Unit 1, Phase 1, a distance of approximately 904 feet to a point on the western line of Elm Grove Road;

THENCE: in a southwesterly direction following the western line of Elm Grove Road, a distance of approximately 102 feet to a point for the southeastern corner of lot 41, the northeastern corner of lot 41, Country Place, Unit 1, Phase 1;

THENCE: in a northwesterly direction following the common line of Lots 41 and 42, Country Place, Unit 1, Phase 1, a distance of approximately 326 feet to a point for the southwestern corner of Lot 41, the Northwestern corner of Lot 42 on the western line of Country Place, Unit 1, Phase 1;

THENCE: in a southwesterly and southern direction following the western line of Country Place, Unit 1, Phase 1, a distance of approximately 4612 feet to a point for the southwestern corner of Country Place, Unit 1, Phase 1 on the northern line of Trinity Oaks, Unit 9 in volume 9572, page 65, deed and plat records, Bexar County, Texas;

THENCE: in a western direction, a distance of approximately 485 feet to a point for the northwestern corner of Trinity Oaks, Unit 9;

THENCE: in a southern direction, following the western line of Trinity Oaks, Unit 9, the western line of Trinity Oaks, Unit 7A, the western line of Trinity Oaks, Unit 2, the western line of Trinity Oaks Unit 1, a distance of approximately 3404 feet to a point for the southwestern corner of Trinity Oaks, Unit 4A in volume 9565, page 42, deed and plat records, Bexar County, Texas;

THENCE: in a eastern direction following the southern line of Trinity Oaks, Unit 4A, the southern line of Trinity Oaks Unit 4B in volume 9571, page 145, deed and plat records, Bexar County, Texas, a distance of approximately 662 feet to a point on the eastern line of Trinity Park

THENCE: in an southerly and southwesterly direction following the eastern and southeastern line of Trinity Park, a distance of approximately 1711 feet to a point on the northeastern line of Bulverde Road, the southwestern corner of Tuscan Oaks, Unit 1 in volume 9570, pages 43-44, deed and plat records, Bexar County, Texas;

THENCE: in a southwesterly direction crossing Bulverde Road, a distance of approximately 79 feet to a point on the southwestern line of Bulverde Road, for the southeastern corner of W.R. Larson Road;

THENCE: in a southern direction, a distance of approximately 402 feet to a point for corner;



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THENCE: in an eastern direction, a distance of approximately 224 feet to a point on the southwestern line of Bulverde Road;

THENCE: in a southeasterly direction, following the southwestern line of Bulverde road, a distance of approximately 645 feet to a point for the northwestern corner of Belterra Unit 2 in volume 9577, page 12, deed and plat records, Bexar County, Texas;

THENCE: in a southwesterly direction following the northwestern line of Belterra, Unit 2, a distance of approximately 625 feet to a point for the southwestern corner of Belterra, Unit 2, a corner of Belterra, Unit 1 in volume 9569, pages 76-77, deed and plat records, Bexar County, Texas;

THENCE: in a western direction following a northern line of Belterra, Unit 1, a distance of approximately 417 feet to a point for the northwestern corner of Belterra, Unit 1;

THENCE: in a southern direction, following the western line of Belterra, Unit 1, the western line of Belterra, Unit 3 in volume 9618, pages 26-30, deed and plat records, Bexar County, Texas, a distance of approximately 1603 feet to a point for the southwestern corner of Belterra, Unit 3 on the northern line of a 20.479 acre tract in volume 15858, page 715, official records, Bexar County, Texas;

THENCE: in an eastern direction following the southern line of Belterra, Unit 3, the northern line of a 20.479 acre tract, a distance of approximately 348 feet to a point for the northeastern corner of the 20.479 acre tract;

THENCE: in a southerly direction, following the eastern line of the 20.479 acre tract, a distance of approximately 750 feet to a point for the southeastern corner of the 20.479 acre tract, the northeastern corner of a 24.204 acre tract in volume 15596, page 2012, official records, Bexar County, Texas;

THENCE: in a southern direction following the eastern line of the 24.204 acre tract, a distance of approximately 237 feet to a point for the northeastern corner of a 2.00 acre tract in volume 17342, page 2154, official records, Bexar County, Texas, the northwestern corner of Sendero Ranch, Unit 4 in volume 9538, page 146, deed and plat records, Bexar County, Texas;

THENCE: in a southwesterly direction following the northern line of a 2.00 acre tract, a distance of approximately 249 feet to a point for the northwestern corner of the 2.00 acre tract;

THENCE: in a southern direction following the western line of the 2.00 acre tract, a distance of approximately 386 feet to a point for the southwestern corner of the 2.00 acre tract on northern line of a 13.848 acre tract in volume 14315, page 690, official records, Bexar County, Texas;



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THENCE: in a easterly direction, following the south line of a 2.00 acre tract, a distance of approximately 189 feet to a point for the northeastern corner of 13.848 acre tract, a corner of Sendero Ranch, Unit 4;

THENCE: in a southeasterly direction, following a southwestern line of Sendero Ranch, Unit 4, a distance of approximately 288 feet to a point for the northeastern corner of a 3.243 acre tract in volume 9795, page 2288, official records, Bexar County, Texas;

THENCE: in a western direction following the northern line of the 3.243 acre tract, a distance of approximately 394 feet to a point for the northwestern corner of the 3.243 acre tract;

THENCE: in a southeasterly direction following the western line of the 3.243 acre tract, a distance of approximately 445 feet to a point for the southwestern corner of the 3.243 acre tract;

THENCE: in an eastern direction following the south line of the 3.243 acre tract, a distance of approximately 393 feet to a point for southeastern corner of the 3.243 acre tract on the southwestern line of Sendero Ranch, Unit 4;

THENCE: in a southeasterly direction following a southwestern line of Sendero Ranch, Unit 4, a distance of approximately 692 feet to a point for the southwestern corner of Sendero Ranch, Unit 4 on the northern line of Sendero Ranch, Unit 3 in volume 9531, pages 203-204, deed and plat records, Bexar County, Texas;

THENCE: in a western direction, a distance of approximately 1756 feet to a point for the northwestern corner of Sendero Ranch, Unit 3A in volume 9535, page 26, deed and plat records, Bexar County, Texas;

THENCE: in a southerly direction, a distance of approximately 3606 feet to the southwestern corner of Sendero Ranch, Unit 1 in volume 9530, pages 39-41, deed and plat records, the southeastern corner of Mumme's Subdivision in volume 9542, page 189, deed and plat records on the northern line of Dolan Place, II in volume 9540, page 22, deed and plat records, Bexar County, Texas;

THENCE: in a northeasterly direction following the northern line of Dolan Place II, a distance of approximately 260 feet to a point for the northeastern corner of Dolan Place II;

THENCE: in a southern direction following the eastern line of Dolan Place II, a distance of approximately 1001 feet to a point for the southeastern corner of Dolan Place II on the northern line of Eagles Nest One Subdivision in volume 9570, pages 37-42, deed and plat records, Bexar County, Texas;



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THENCE: in a southwesterly direction following the southern line of Dolan Place II, a distance of approximately 275 feet to a point for the northeastern corner of 1.220 acre tract in volume 16680, page 437, official records, Bexar County, Texas;

THENCE: in a southern direction following the eastern line of a 1.220 acre tract, a distance of approximately 618 feet to a point for a corner of the 1.220 acre tract;

THENCE: in a northeasterly direction following a line of the 1.220 acre tract, a distance of approximately 65 feet to a point for a corner of the 1.220 acre tract;

THENCE: in a southerly direction, a distance of approximately 180 feet to a point on the southern line of Marshall Road, a line of the City of San Antonio City limits;

THENCE: in a southwesterly direction following the current City of San Antonio city limits line, the southern line of Marshall road and crossing U.S. Highway 281, a distance of approximately 1013 feet to the POINT OF BEGINNING of this annexation area and containing 1,224 acres, more or less.

This document was prepared under 22 TAC §663.21, 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.




Rex L. Hackett
Registered Professional Land Surveyor
License Number 5573