

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO, TEXAS AND
THE BRIGGS RANCH SPECIAL IMPROVEMENT DISTRICT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SCANNED

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of San Antonio, Texas (the "City") and the Briggs Ranch Special Improvement District (the "District").

RECITALS

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated primarily in Bexar County, Texas; and

WHEREAS, the District is a public improvement district created under and subject to the authority, conditions, and restrictions of Section 52, Article III, and Section 59, Article XVI, of the Texas Constitution and Chapter 382 of the Texas Local Government Code, as amended, and operating under Chapter 49 of the Texas Water Code, as amended; and

WHEREAS, the City and the District are individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Section 43.0751 of the Texas Local Government Code (the "Act") authorizes the City and the District to negotiate and enter this Agreement; and

WHEREAS, the District encompasses approximately 866.977 acres, more or less, located within the extraterritorial jurisdiction of the City as depicted on **Exhibit A** and more fully described on **Exhibit B** attached to this Agreement (the "Development"); and

WHEREAS, the City and the District are authorized and desire to enter into this Agreement to establish the terms and conditions upon which (i) the City will annex the land within the District for limited and full purposes, and (ii) limitations on the District's ability to incur debt, liabilities, or obligations without prior approval of the municipality; and

WHEREAS, certain areas within the Development may be developed for commercial uses; and

WHEREAS, the City desires to annex the commercial use areas of the Development for the purpose of imposing and collecting sales and use taxes within such areas; and

WHEREAS, subject to the terms and conditions of this Agreement, the District consents to the City's limited purpose annexation of the commercial use areas of the Development for the purpose of imposing and collecting sales and use taxes within such areas; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the board of directors of the District (the “Board”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board has obtained all necessary consent required from Bexar County to allow the District to adopt this Agreement; and

WHEREAS, the Board approved and adopted this Agreement on _____, 20 __, in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the City provided notice of two public hearings in accordance with all applicable laws; including Section 43.0751 and Section 43.9051(c) of the Texas Local Government Code.

WHEREAS, the City Council of the City (the “City Council”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____, 20 __, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the District and the City agree as follows:

**ARTICLE I.
RECITALS AND DEFINITIONS**

Section 1.1 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes;

Section 1.2 In addition to the terms defined elsewhere in this Agreement, when used in this Agreement, each of the following terms will have the meaning indicated below:

Agreement means this Strategic Partnership Agreement between the City and the District.

Board means the Board of Directors of the District.

City Council means the City Council of the City.

City Manager means the City Manager of the City or designee

Conversion Date means the date upon which the City Council adopts an ordinance that includes the Land within the full-purpose boundary limits of the City.

Director means the City's Director of Planning or successor.

District means the Briggs Ranch Special Improvement District.

Drainage Facilities means any drainage improvements designed and constructed to serve the Project, or that naturally receive and convey drainage through the Project, including water quality and flood mitigation facilities, storm drain systems, drainage ditches, open waterways, and other related facilities that convey or receive drainage.

Effective Date means the date the City ordinance approving this Agreement is effective, which date is _____, 202-.

Full Purpose Annexation Date means the Conversion Date.

Land means the land within the District's boundaries, as those boundaries may be modified from time to time with the consent of the City.

Limited Purpose Annexation means annexation by the City for the limited purposes of planning and zoning and for the purpose of imposing and collecting sales and use taxes within such areas in accordance with the Act.

Original Limited Purpose Property means that Land designated as commercial on Master Development Plan No. 18-00025 and depicted on **Exhibit C**.

Service Plan means the service plan attached as **Exhibit D** which specifies the municipal services to be provided by the City after the City's full annexation of land within the District.

ARTICLE II. ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2 Effective Date. The effective date of this Agreement (the “Effective Date”) is the date it is approved and adopted by the City Council.

Section 2.3 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Bexar County, Texas.

Section 2.4 Limited Purpose Annexation of Original Limited Purpose Property. The Parties agree that the City may annex the Original Limited Purpose Property for the sole and limited purpose of collecting sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the “Tax Code”) to be imposed by the City on sales consummated within the Original Limited Purpose Property. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Original Limited Purpose Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Original Limited Purpose Property following the first plat application for property within the area identified as commercial on **Exhibit C**. The District shall notify the City within 10 days of the first plat application identified as commercial. Moreover, within 10 days of filing a plat application for commercial property, the District shall provide the City with a metes and bounds legal description of the commercial property the subject of the plat application

Section 2.5 Limited Purpose Annexation of Additional Commercial Property. If in the future any non-commercial land within the District as of the Effective Date is converted to any commercial use that contains eligible commercial activities for purposes of imposing sales and use taxes as allowed by the Tax Code, the Parties agree that the City may annex such additional commercial land (the “Additional Limited Purpose Property”) for the sole and exclusive purpose of imposing sales and use taxes pursuant to the Agreement. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Additional Limited Purpose Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The District shall notify the Director within 10 days of amending **Exhibit C**.

Section 2.6 Limited Purpose Property and Sales and Use Tax Revenues. For purposes of this Agreement, the Original Limited Purpose Property and Additional Limited Purpose Property, shall collectively be referred to as the “Limited Purpose Property”; and the sales and use taxes collected within the Limited Purpose Property shall be referred to as the “Sales and Use Tax Revenues”.

Section 2.7 Consent to Limited Purpose Annexation. The District hereby requests that the City annex the Limited Purpose Property solely for the purposes provided in this agreement. The District consents to such annexations, from time to time, and to the collection of sales and use tax revenues by the City within the Limited Purpose Property. Such consent shall bind the District.

Section 2.8 Voting. Pursuant to Section 43.130(a) of the Texas Local Government Code, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal

elections regarding the election or recall of members of the governing body of the municipality, the election or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election.

ARTICLE III. TAXATION

Section 3.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection (k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code. The District agrees not to impose a sales and use tax within the Limited Purpose Property.

Section 3.2 Payment of Sales and Use Tax. The City shall pay to the District an amount equal to 25% of the Sales and Use Tax Revenues collected within the Limited Purpose Property (the "District Share") commencing upon the effective date of the limited purpose annexation of the Limited Purpose Property and terminating upon the full purpose annexation or disannexation of the Limited Purpose Property. The City shall pay the District Share within 30 days after the City receives the sales tax report reflecting such revenues from the Comptroller of Public Accounts of the State of Texas (the "Comptroller"). Any payment of the District Share not made within such 30-day period shall bear interest calculated in accordance with Section 2251.025 of the Texas Government Code. The City shall retain all Sales and Use Tax Revenues that do not constitute the District Share (the "City Share").

Section 3.3 Use of the Sales and Use Tax Revenues. The District may use the District Share for the following purposes and in the following order of priority: (i) FIRST, to pay for police, fire, and EMS services within the District; (ii) SECOND, to reimburse owners and developers of land within the District for the cost to design and construct improvements that are otherwise eligible for reimbursement through the issuance of District bonds ("Infrastructure"); (iii) THIRD, to pay for the operation, maintenance, repair, and replacement of Infrastructure; and (iv) LAST, for the retirement of District bonds after the 10th anniversary of issuance. The City may use the City share for any lawful purpose.

Section 3.4 Delivery of Sales Tax Reports to District. The City shall include with each payment of the District Share a condensed version of each sales tax report provided by the Comptroller relating to Sales and Use Tax Revenues within 30 days of the City's receipt of such sales tax report.

Section 3.5 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, after the City Council annexes the Limited Purpose Property for limited purposes.

Section 3.6 Termination of Sales and Use Tax Sharing. Upon termination of this Agreement, the City shall have no further financial obligation to the District pursuant to this Agreement, and all Sales and Use Tax Revenues shall be retained by the City.

Section 3.7 City Records and District Audit Rights. The District may audit the Sales and Use Tax Revenues to determine whether the District Share has been paid in accordance with this Agreement. The City shall provide reasonable accommodations for the District to perform the audit. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours on 30 days Notice. For purposes of any such audits, the City shall maintain and make available to the District's representatives all books, records, documents and other evidence of accounting procedures or practices to reflect the amount of Sales and Use Tax Revenues received by the City from within the Limited Purpose Property.

Section 3.8 Commercial Activity Quarterly Reports. The District shall provide four (4) reports ("Quarterly Reports") each year to the City on the status of commercial business operation(s) in the Limited Purpose Property to facilitate budgetary planning in connection with anticipated Sales and Use Tax Revenues. Quarterly Reports shall include any changes to any commercial operation(s) during the previous quarter and details including business location, use/type and name.

The District's Quarterly Reports shall be submitted to the Director of the City's Planning Department and shall begin the quarter following the first plat application for property within the area identified as commercial on **Exhibit C**. Thereafter, Quarterly Reports shall be submitted to the Director of the City's Planning Department as follows:

- (1) for the period from January 1 to March 31, such Quarterly Report shall be due on or before May 1;
- (2) for the period from April 1 to June 30, such Quarterly Report shall be due on or before July 31;
- (3) for the period from July 1 to September 30, such Quarterly Report shall be due on or before October 31; and
- (4) for the period from October 1 to December 31, such Quarterly Report shall be due on or before January 31 of the following year.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 The City agrees that it will not annex or attempt to annex the District property for full purposes until on or after December 31, 2050. When the land located within the District is annexed for full purpose annexation status in accordance with this Agreement and as provided by 43.0751 of the Texas Local Government Code, the conversion may be effected by City Council adoption of an ordinance incorporating the Land within full purpose city limits. Except as set out in this Agreement, no additional procedural or substantive requirements of State or local annexation law will apply to such annexation or to the annexation ordinance.

Section 4.2 The District acknowledges that the City may annex the District property for full purposes on or after the Full Purpose Annexation Date pursuant to the terms of the Agreement without the need for further action by the governing body of the municipality, including the procedures prescribed by Subchapters C-3, C-4, and C-5 of Chapter 43 of the Texas Local Government Code.

Section 4.3 The District consents to noncontiguous annexation of the District property by the City.

Section 4.4 Conversion Date-Full Purpose Annexation. Pursuant to Subsection (h) of the Act, the Limited Purpose Property shall be deemed to be within the full-purpose boundary limits of the City upon the Conversion Date without any further action by the City Council. For purposes of this Section 4.4, the Conversion Date is the date upon which the City Council adopts an ordinance that annexes for full purpose the Land within the District, including the Limited Purpose Property. The City may exercise its right to annex the District Property or any portion thereof (the "Annexation Area") in its sole discretion upon default of this Agreement or at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the entire or any part of the District Property or Annexation Area for limited or full purposes at any time.

Section 4.5 Service Plan. Following the Conversion Date, the City will provide additional municipal services within the District in accordance with the Service Plan attached in **Exhibit D** which will be the Service Plan for the District. The District affirms that the Service Plan is sufficient, and no further negotiations or public hearings are required for the adoption of the Service Plan. The District agrees that it will not contest the Service Plan.

Section 4.6 Authority of the City Upon Full Purpose Annexation. Upon the Conversion Date, the City will have all of the authority and power within the Land that the City has in all other areas within the City's incorporated city limits, including the power to levy and collect ad valorem property taxes and sales taxes.

Section 4.7 Rights of District Residents upon Full Purpose Annexation. Following the Conversion Date, the residents of the Land will be citizens of the City for all purposes and will have all of the rights, privileges, and responsibilities accorded to citizens residing in all other areas within the City's incorporated city limits.

ARTICLE V. TERM

Section 5.1 This Agreement commences and binds the Parties on the Effective Date and continues until such time the City has annexed the Land for full purposes and the District is dissolved in accordance with Section 382.201(b) of the Local Government Code; or the City may unilaterally terminate this Agreement for convenience, with 90 days' notice to the District.

Section 5.2 On the Effective Date, the City will record this Agreement in the Official Public Records of Bexar County, Texas, and the terms of this Agreement will constitute covenants running with the land and will become binding on each current and future owner of any real property included within the Land. If, in the future, additional property is annexed to the District, then, upon the effective date of such annexation, the terms of this Agreement will become applicable to that additional property in the same manner and to the same extent as if the additional property had originally been included within the Land.

ARTICLE VI. DISTRICT ASSETS, LIABILITIES, AND OBLIGATIONS

Section 6.1. Upon the Conversion Date the City shall assume all of the District's assets, but the City will not be liable for the District's debt or other obligations pursuant to Section 382.201(a) of the Texas Local Government Code.

Section 6.2. Transfer of Certain Easements and Real Property to City. Within 90 days after the Conversion Date, the District will convey to the City, at no cost to the City, any real property and/or easements owned or held by the District. All conveyances will be by appropriate instrument, acceptable in form and substance to the City and the District. If any necessary transfer of title is not accomplished, for any reason, by the Conversion Date, the District agrees that the City will be authorized to finalize such conveyances as the District's successor-in-interest.

Section 6.3 Limitation on Debt. The District may not incur any debt, liability, or other obligation that extends past December 31, 2050, or sell or otherwise transfer property, without the prior approval of the City.

ARTICLE VII. BREACH, NOTICE AND REMEDIES

Section 7.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice, as detailed in Section 8.2 of this Agreement, to the breaching Party that describes the breach in reasonable detail.

Section 7.2 Cure of Breach. The breaching Party shall commence curing the breach within 15 calendar days after receipt of the Notice of the breach and shall complete the cure within 30 days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such 30-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such 30-day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 7.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-

breaching Party shall not be entitled to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages.

**ARTICLE VIII.
ADDITIONAL PROVISIONS**

Section 8.2 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) 10 business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or 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 the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 8.2.

To the City: City of San Antonio
Attn: Director of the Department of Planning
P.O. Box 839966
San Antonio, Texas 78283-3966

To the District: _____
Attn: _____

Section 8.3 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 8.4 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Bexar County, Texas and hereby

submit to the jurisdiction of the courts of Bexar County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 8.5 Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 8.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 8.7 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 8.8 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 8.9 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 8.10 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the City and the District.

Section 8.11 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 8.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 8.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 9.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other party to pursue the remedies available under this Agreement. Nothing in this Section 9.13 shall waive any claims, defenses, or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 8.14 Incorporation of Exhibits by References. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Depiction of the Development
Exhibit B	Legal Description of the Development
Exhibit C	Depiction of the Limited Purpose Property
Exhibit D	Service Plan

Section 8.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF SAN ANTONIO ON _____, 20__.

ATTEST:

[Signature]
City Clerk

CITY OF SAN ANTONIO

By: [Signature]
Printed Name: Roderick Sanchez
Title: Assistant City Manager

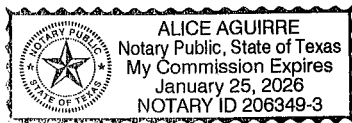
APPROVED AS TO FORM AND LEGALITY:

[Signature]
City Attorney

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on MAR 28, 2022 by Rodrick, the Asst City Manager of the City of SAN ANTONIO, Texas on behalf of the City. SANchez

[Signature]
Notary Public, State of Texas



APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE BRIGGS RANCH SPECIAL IMPROVEMENT DISTRICT ON JANUARY 11, 2022.

BRIGGS RANCH SPECIAL IMPROVEMENT DISTRICT

By: Kim Keener
Printed Name: Kim Keener, Vice
Title: President, Briggs Ranch Special Improvement District Board of Directors

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on JANUARY 11, 2022 by Kim Keener, President, Board of Directors of the Briggs Ranch Special Improvement District on behalf of the District.

Elsie A Coronado
Notary Public, State of Texas

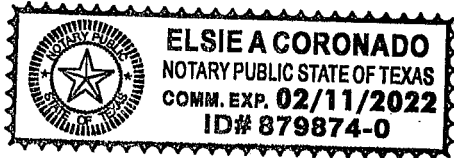
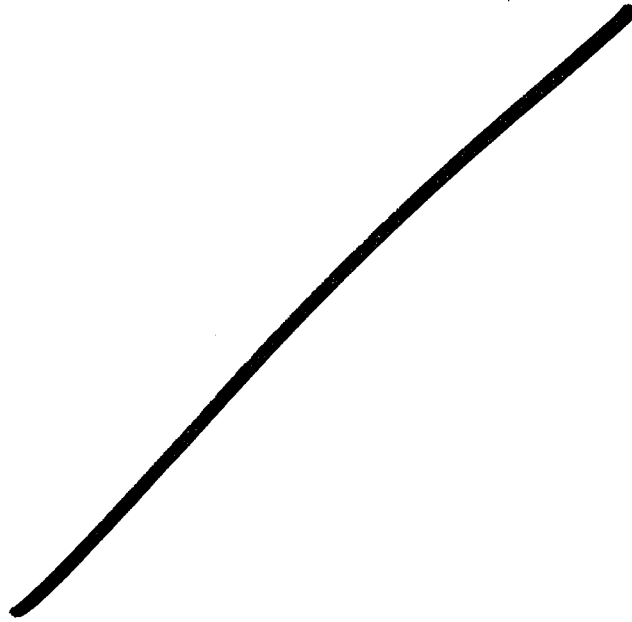
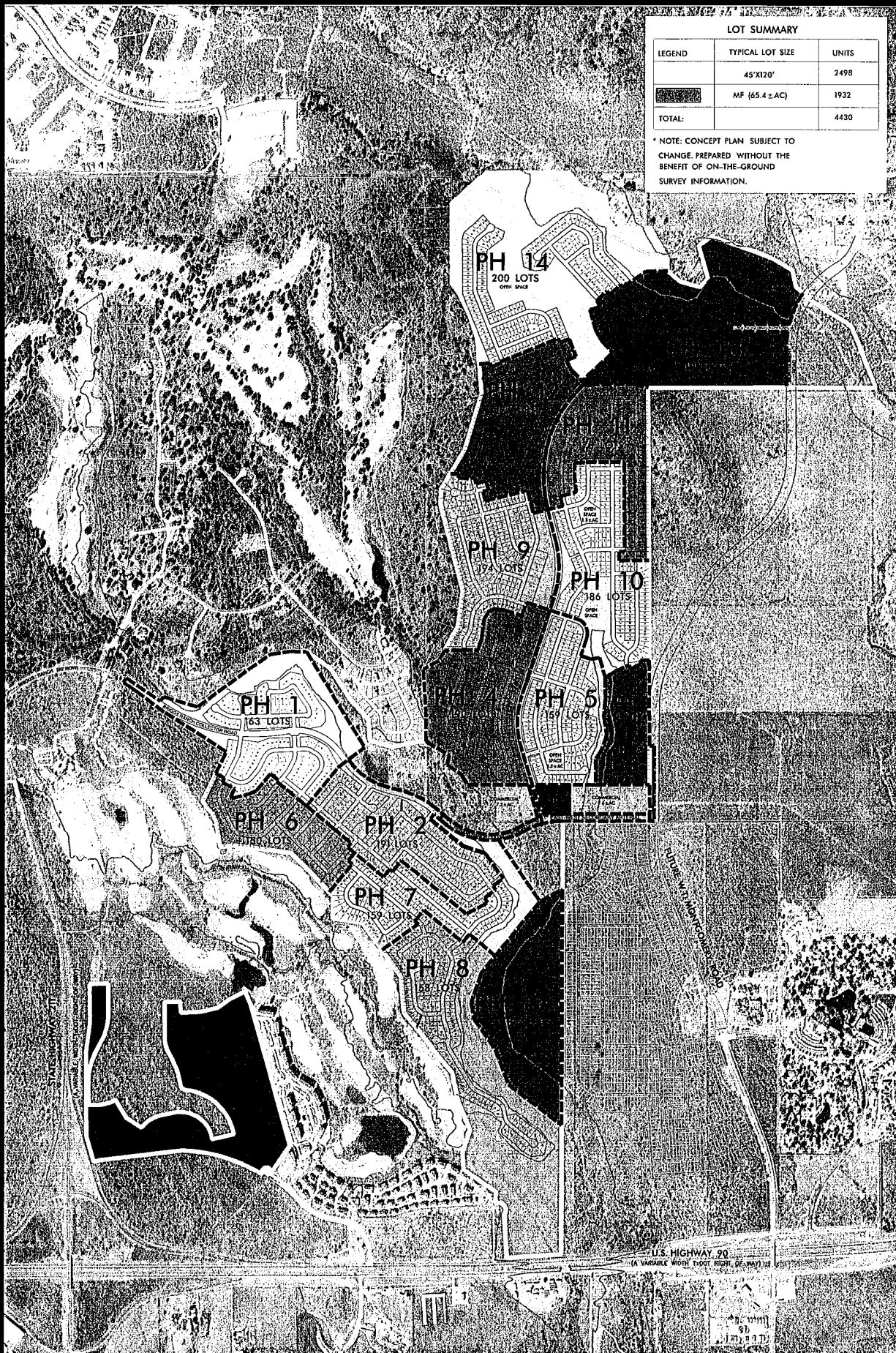


Exhibit A to Strategic Partnership Agreement

Depiction of the Development





LEGEND	TYPICAL LOT SIZE	UNITS
	45' X 120'	2498
	MF (65.4 ± AC)	1932
TOTAL:		4430

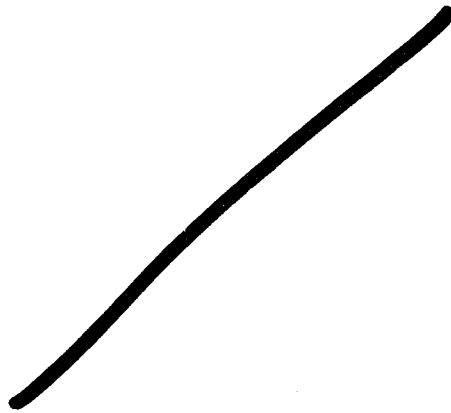
* NOTE: CONCEPT PLAN SUBJECT TO CHANGE. PREPARED WITHOUT THE BENEFIT OF ON-THE-GROUND SURVEY INFORMATION.

PHASING EXHIBIT - 871.3 ACRES
BRIGGS RANCH - 4430 RESIDENTIAL UNITS
SAN ANTONIO
JUNE 19, 2019

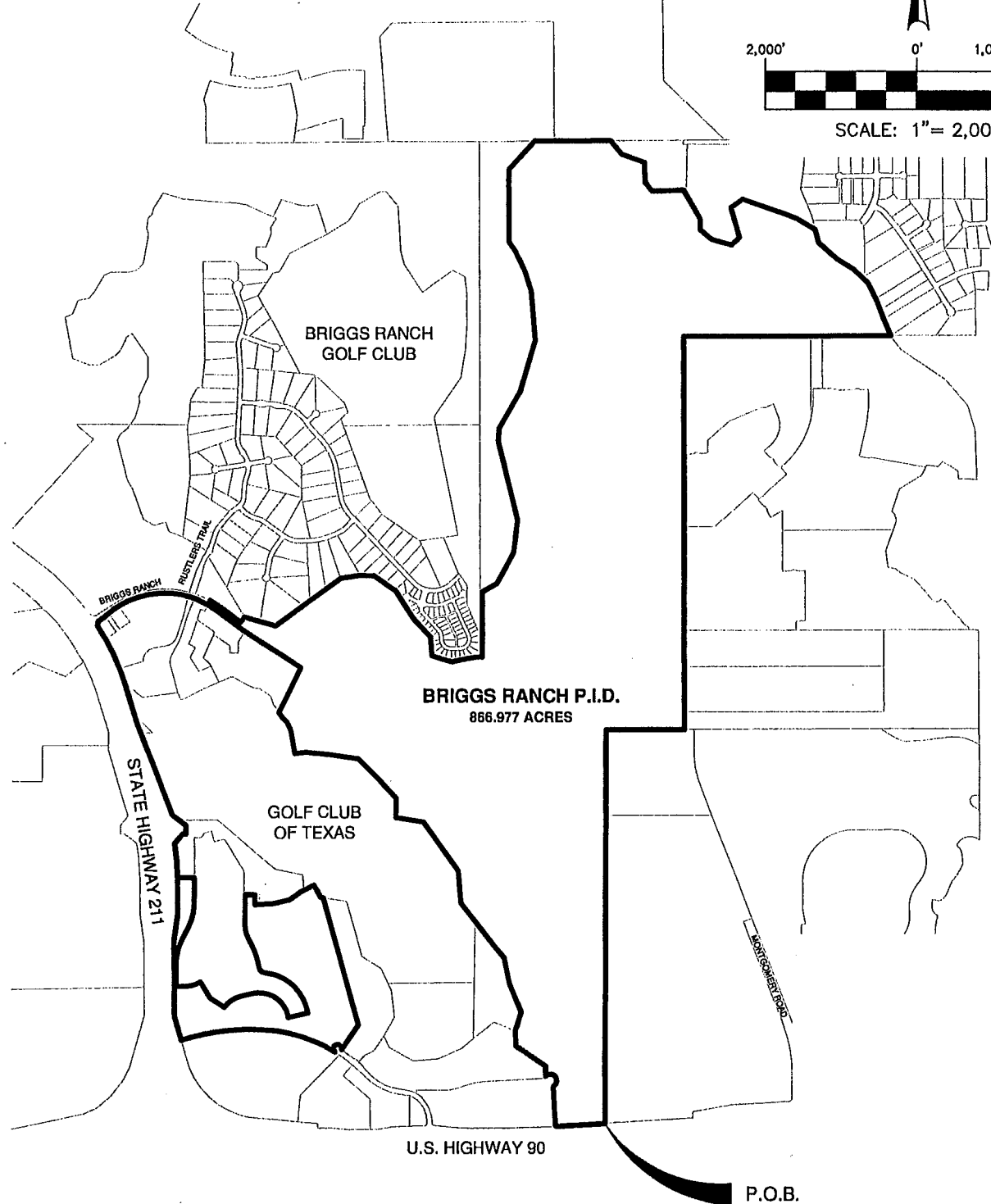
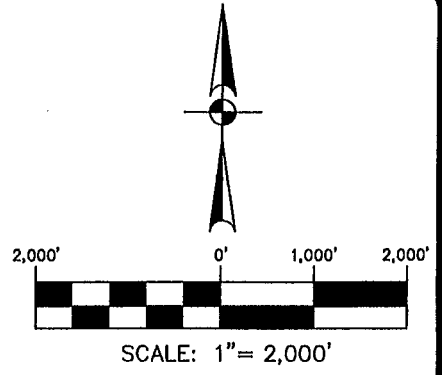


Exhibit B to Strategic Partnership Agreement

Legal Description of the Development



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



Date: Nov 21, 2019, 8:55am User: ID: cTennison
File: N:\CML\11412-02\11412-02_EX_RenV01.dwg



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.8000
TBPPE FIRM REGISTRATION #470 | TBPPLS FIRM REGISTRATION #10028800

EXHIBIT OF BRIGGS RANCH P.I.D.

NOVEMBER 21, 0219

SHEET 1 OF 1
JOB No.: 11412-02

REFERENCE:



METES AND BOUNDS DESCRIPTION
FOR

Being 866.977 acres of land, more or less, consisting of all of a called 487.6 acre tract described in deed to Convergence Brass, LLC recorded in Volume 17108, Page 300 of the Official Public Records of Bexar County, Texas, a portion of a called 331.9 acre tract described as Tract 1 in deed to Convergence Brass, LLC recorded in Volume 17108, Page 282 of the Official Public Records of Bexar County, Texas, all of a called 62.4 acre tract described as Tract 2 in deed to Convergence Brass, LLC recorded in Volume 17108, Page 282 of the Official Public Records of Bexar County, Texas, a portion of State Highway 211, a variable width public right-of-way, and a portion of Briggs Ranch, a 70-foot public right-of-way dedicated in Volume 9547, Page 210 of the Deed and Plat Records of Bexar County, Texas. Said 866.977 acres of land being situated in the Manuel Leal Survey No. 298, Abstract 444 in County Block 4350, the R. Luis Survey No. 63, Abstract 422 in County Block 4341, the Caroline Logan Survey No. 65 ½, Abstract 1011 in County Block 4342, the T.A. Cooke Survey No. 65 ¼, Abstract 1076 in County Block 4342, the Clementine Bundick Survey No. 13 ½, Abstract 992 in County Block 4325, and the S.C. Craig Survey No. 13 ¾, Abstract 1077 in County Block 4325, all in Bexar County, Texas. Said 866.977 acres of land being more fully described as follows:

BEGINNING: At the southeast corner of said called 331.9 acre tract and the southwest corner of a 304.044 acre tract described in deed to Air Force Village II recorded in Volume 6179, Page 967 of said Official Public Records, on the north right-of-way line of U.S. Highway 90, a variable width public right-of-way;

THENCE: S 86°41'48" W, with the south line of said called 331.9 acre tract and the north right-of-way line of said U.S. Highway 90, a distance of 640.78 feet to the southwest corner of said called 331.9 acre tract and the southeast corner of a 25.39 acre tract described in deed to California Friends Foundation recorded in Document No. 2010016827 of said Official Public Records;

THENCE: With a west line of said called 331.9 acre tract and the east line of said California Friends Foundation tract, the following bearings and distances:

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 20.00 feet, a central angle of 84°45'11", a chord bearing and distance of N 45°38'26" W, 26.96 feet, for an arc length of 29.58 feet to a point;

N 03°16'15" W, a distance of 501.67 feet to a point;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of $60^{\circ}18'32''$, a chord bearing and distance of $N 26^{\circ}53'57'' E$, 15.07 feet, for an arc length of 15.79 feet to a point;

Northwesterly, along a reverse curve to the left, said curve having a radius of 86.00 feet, a central angle of $191^{\circ}07'32''$, a chord bearing and distance of $N 38^{\circ}30'37'' W$, 171.19 feet, for an arc length of 286.88 feet to a corner of said called 331.9 acre tract, a northwest corner of said California Friends Foundation tract, and a southeast corner of Lot 1, Block 20 of Estates at Briggs Ranch Apartments Subdivision recorded in Volume 9649, Pages 132-133 of the Deed and Plat Records of Bexar County, Texas;

THENCE: With a west line of said called 331.9 acre tract and the west line of said Estates at Briggs Ranch Subdivision, the following bearings and distances:

$N 00^{\circ}05'19'' W$, a distance of 128.65 feet to a point;

$N 55^{\circ}36'52'' W$, a distance of 473.66 feet to a point;

$N 03^{\circ}17'20'' W$, a distance of 204.38 feet to a west corner of said called 331.9 acre tract, the northeast corner of said Lot 1 of Briggs Ranch Subdivision, and the southeast corner of a 236.376 acre tract described in deed to Golf Club of Texas Partners, LLC recorded in Volume 16964, Page 1846 of said Official Public Records;

THENCE: With a southwest line of said called 331.9 acre tract and the northeast line of said Golf Club of Texas Partners tract, the following bearings and distances:

$N 17^{\circ}52'42'' E$, a distance of 253.53 feet to a point;

$N 22^{\circ}37'29'' W$, a distance of 412.17 feet to a point;

$N 11^{\circ}40'18'' W$, a distance of 343.27 feet to a point;

$N 39^{\circ}34'17'' W$, a distance of 205.13 feet to a point;

$N 37^{\circ}42'07'' W$, a distance of 364.25 feet to a point;

$N 38^{\circ}59'49'' W$, a distance of 353.31 feet to a point;

$N 05^{\circ}13'50'' W$, a distance of 432.98 feet to a point;

N 35°36'23" W, a distance of 420.91 feet to a point;

N 35°46'04" W, a distance of 374.06 feet to a point;

N 81°15'05" W, a distance of 361.44 feet to a point;

N 01°15'45" E, a distance of 259.66 feet to a point;

N 43°21'55" W, a distance of 405.59 feet to a point;

N 45°43'38" W, a distance of 322.18 feet to a point;

N 81°59'40" W, a distance of 360.07 feet to a point;

N 83°07'46" W, a distance of 329.83 feet to a point;

S 83°25'53" W, a distance of 159.94 feet to a point;

N 09°53'43" W, a distance of 300.04 feet to a point;

N 25°08'20" W, a distance of 118.58 feet to a point;

N 45°04'07" W, a distance of 82.55 feet to a point;

N 34°06'44" W, a distance of 93.02 feet to the south corner of a 15.00 acre tract described in deed to Briggs 15-2015 LLC recorded in Volume 17108, Page 716 of said Official Public Records, on the northeast line of said Golf Club of Texas Partners tract and a southeast line of said called 331.9 acre tract;

THENCE: N 26°29'37" E, departing the northeast line of said Golf Club of Texas Partners tract, with the southeast line of said Briggs 15-2015 tract, a distance of 661.29 feet to the east corner of said Briggs 15-2015 tract;

THENCE: N 57°09'59" W, with the northeast line of said Briggs 15-2015 tract, a distance of 891.35 feet to the north corner of said Briggs 15-2015 tract and the east corner of a 4.00 acre tract described in deed to Brass Timeshare Partners, LLC recorded in Volume 15100, Page 2328 of said Official Public Records, on a southwest line of said called 331.9 acre tract;

THENCE: With the northeast line of said Brass Timeshare Partners tract and a southwest line of said called 331.9 acre tract, the following bearings and distances:

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 485.00 feet, a central angle of $04^{\circ}02'45''$, a chord bearing and distance of $N 55^{\circ}10'38'' W$, 34.24 feet, for an arc length of 34.25 feet to a point;

$N 53^{\circ}10'02'' W$, a distance of 412.56 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 1165.00 feet, a central angle of $07^{\circ}32'04''$, a chord bearing and distance of $N 56^{\circ}56'04'' W$, 153.09 feet, for an arc length of 153.20 feet to the north corner of said Brass Timeshare Partners tract, the northeast corner of Lot 1, Block 4 of Briggs Ranch Timeshare Unit-1 Subdivision recorded in Volume 9567, Page 212 of said Deed and Plat Records, a west corner of said called 331.9 acre tract, and the southeast terminus of said Briggs Ranch,;

THENCE: Northwesterly, with the south right-of-way line of said Briggs Ranch and the northwest line of said Lot 1, along a non-tangent curve to the left, said curve having a radius of 1165.00 feet, a central angle of $07^{\circ}37'50''$, a chord bearing and distance of $N 64^{\circ}30'15'' W$, 155.04 feet, for an arc length of 155.15 feet to the north corner of said Lot 1, a south corner of said Briggs Ranch, on a southeast line of said Golf Club of Texas Partners tract;

THENCE: With the south right-of-way line of said Briggs Ranch and the north lines of a 10.05 acre tract described in deed to Falcon-Briggs Ranch, LLC recorded in Volume 18117, Page 1294 of said Official Public Records and a tract described in deed to Joel Michael and Richard Costa recorded in Volume 16907, Page 307 of said Official Public Records, the following bearings and distances:

$N 66^{\circ}08'40'' E$, a distance of 6.99 feet to a point;

Southwesterly, along a non-tangent curve to the left, said curve having a radius of 1170.00 feet, a central angle of $57^{\circ}05'29''$, a chord bearing and distance of $S 83^{\circ}22'29'' W$, 1118.19 feet, for an arc length of 1165.82 feet to a point;

$S 54^{\circ}49'44'' W$, a distance of 24.56 feet to a point;

$S 49^{\circ}17'09'' W$, a distance of 134.58 feet to a point;

$S 54^{\circ}49'44'' W$, a distance of 99.32 feet to a point;

S 10°31'27" W, a distance of 61.69 feet to a point on the east right-of-way line of State Highway 211, a variable width public right-of-way;

THENCE: With the east right-of-way line of said State Highway 211 and the west lines of said Joel Michael and Richard Costa tract, said Golf Club of Texas Partners tract, and a tract described in deed to Major Magic Holdings, LP recorded in Volume 14682, Page 763 of said Official Public Records, the following bearings and distances:

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 3064.79 feet, a central angle of 16°40'13", a chord bearing and distance of S 25°13'47" E, 888.57 feet, for an arc length of 891.71 feet to a point;

S 16°53'40" E, a distance of 511.70 feet to a point;

S 21°39'30" E, a distance of 603.90 feet to a point;

S 21°01'04" E, a distance of 687.46 feet to a point;

S 52°17'05" E, a distance of 229.09 feet to a point;

S 00°16'48" E, a distance of 110.00 feet to a point;

S 89°43'34" W, a distance of 45.46 feet to a point;

S 39°23'01" W, a distance of 165.33 feet to a point;

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 3117.79 feet, a central angle of 08°20'18", a chord bearing and distance of S 04°44'21" E, 452.90 feet, for an arc length of 453.30 feet to the southwest corner of said Major Magic Holdings tract and the northwest corner of said called 62.4 acre tract;

THENCE: N 90°00'00" E, departing the east right-of-way line of said State Highway 211, with a north line of said called 62.4 acre tract and a south line of said Major Magic Holdings tract, a distance of 222.71 feet to the westmost northeast corner of said called 62.4 acre tract and the westmost southeast corner of said Major Magic Holdings tract, on the west line of a 42.466 acre tract described in deed to SMS Briggs Ranch, LLC recorded in Volume 13882, Page 1351 of said Official Public Records;

THENCE: With the common lines of said called 62.4 acre tract and said SMS Briggs Ranch tract, the following bearings and distances:

S 00°01'08" E, a distance of 351.62 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 657.00 feet, a central angle of 27°52'06", a chord bearing and distance of S 13°54'55" W, 316.42 feet, for an arc length of 319.56 feet to a point;

S 27°50'57" W, a distance of 165.88 feet to a point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 743.00 feet, a central angle of 28°15'51", a chord bearing and distance of S 13°43'00" W, 362.82 feet, for an arc length of 366.53 feet to a point;

S 00°24'57" E, a distance of 277.08 feet to a point;

N 89°35'03" E, a distance of 123.11 feet to a point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 390.00 feet, a central angle of 31°00'57", a chord bearing and distance of N 74°04'35" E, 208.55 feet, for an arc length of 211.12 feet to a point;

S 31°25'52" E, a distance of 251.10 feet to a point;

S 57°33'09" E, a distance of 221.49 feet to a point;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 389.00 feet, a central angle of 40°43'35", a chord bearing and distance of N 57°05'04" E, 270.72 feet, for an arc length of 276.50 feet to a point;

N 77°26'51" E, a distance of 152.00 feet to a point;

Southeasterly, along a tangent curve to the right, said curve having a radius of 389.00 feet, a central angle of 90°00'01", a chord bearing and distance of S 57°33'09" E, 550.13 feet, for an arc length of 611.04 feet to a point;

S 12°33'09" E, a distance of 23.59 feet to a point;

N 77°26'51" E, a distance of 270.00 feet to a point;

N 12°33'09" W, a distance of 23.59 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 659.00 feet, a central angle of 71°24'36", a chord bearing and distance of N 48°15'26" W, 769.20 feet, for an arc length of 821.34 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 75.00 feet, a central angle of 71°24'30", a chord bearing and distance of N 48°15'33" W, 87.54 feet, for an arc length of 93.47 feet to a point;

N 12°33'09" W, a distance of 98.44 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 811.00 feet, a central angle of 16°02'01", a chord bearing and distance of N 20°34'10" W, 226.21 feet, for an arc length of 226.95 feet to a point;

N 28°35'10" W, a distance of 99.34 feet to a point;

Northwesterly, along a tangent curve to the right, said curve having a radius of 341.00 feet, a central angle of 28°33'59", a chord bearing and distance of N 14°18'09" W, 168.26 feet, for an arc length of 170.02 feet to a point;

N 00°00'54" W, a distance of 411.13 feet to the eastmost northwest corner of said called 62.4 acre tract and the eastmost southwest corner of said Major Magic Holdings tract, on the east line of said SMS Briggs Ranch tract;

THENCE:

Departing the east line of said SMS Briggs Ranch tract, with a north line of said called 62.4 acre tract and a south line of said Major Magic Holdings tract, the following bearings and distances:

N 90°00'00" E, a distance of 133.35 feet to a point;

S 14°25'32" W, a distance of 24.75 feet to a point;

S 03°16'18" E, a distance of 106.10 feet to a point;

N 87°22'16" E, a distance of 227.88 feet to a point;

N 76°55'53" E, a distance of 224.04 feet to a point;

N 55°14'55" E, a distance of 137.10 feet to a point;

N 49°05'32" E, a distance of 35.03 feet to the southeast corner of said Major Magic Holdings tract and a southwest corner of said Golf Club of Texas Partners tract;

THENCE: With the northeast line of said called 62.4 acre tract and the southwest line of said Golf Club Partners of Texas tract, the following bearings and distances:

N 63°39'17" E, a distance of 211.95 feet to a point;

S 29°36'33" E, a distance of 185.70 feet to a point;

S 81°35'55" E, a distance of 34.90 feet to a to a northeast corner of said called 62.4 acre tract and the northwest corner of Lot 2, Block 20 of said Estates at Briggs Ranch Apartments Subdivision, on the southwest line of said Golf Club Partners of Texas tract;

THENCE: With the east line of said called 62.4 acre tract and the west line of Lot 2 of said Estates at Briggs Ranch Apartments Subdivision, the following bearings and distances:

S 15°33'03" E, a distance of 1742.54 feet to a point;

S 33°55'37" W, a distance of 393.12 feet to the southwest corner of said Lot 2, on the northwest right-of-way line of Mansions Bluffs, a 70-foot public right-of-way dedicated in said Estates at Briggs Ranch Apartments Subdivision, the beginning of a curve return to the right;

THENCE: With a southeast line of said called 62.4 acre tract and the north right-of-way line of said Mansion Bluffs, along said curve return and a cul-de-sac, the following bearings and distances:

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 18.00 feet, a central angle of 31°17'44", a chord bearing and distance of N 09°35'06" W, 9.71 feet, for an arc length of 9.83 feet to a point;

Southwesterly, along a reverse curve to the left, said curve having a radius of 55.00 feet, a central angle of $240^{\circ}26'31''$, a chord bearing and distance of $S 65^{\circ}50'24'' W$, 95.05 feet, for an arc length of 230.81 feet to a to the southmost southeast corner of said called 62.4 acre tract and the west terminus of said Mansion Bluffs, on the north line of a 40.00 acre tract described in deed to Briggs Ranch, Ltd. recorded in Volume 17797, Page 2223 of said Official Public Records;

THENCE: With the south line of said called 62.4 acre tract and the north line of said 40.00 acre Briggs Ranch tract, the following bearings and distances:

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 1957.00 feet, a central angle of $29^{\circ}15'22''$, a chord bearing and distance of $N 72^{\circ}38'57'' W$, 988.45 feet, for an arc length of 999.27 feet to a point;

$N 87^{\circ}16'38'' W$, a distance of 44.10 feet to a point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 2957.00 feet, a central angle of $19^{\circ}07'06''$, a chord bearing and distance of $S 83^{\circ}09'49'' W$, 982.11 feet, for an arc length of 986.68 feet to a point;

$S 73^{\circ}36'16'' W$, a distance of 78.89 feet to the southwest corner of said called 62.4 acre tract, the northwest corner of said 40.00 acre Briggs Ranch tract, on the east right-of-way line of said State Highway 211;

THENCE: With the west line of said called 62.4 acre tract and the east right-of-way line of said State Highway 211, the following bearings and distances:

$N 16^{\circ}23'05'' W$, a distance of 332.79 feet to a point;

$N 00^{\circ}23'28'' W$, a distance of 992.00 feet to a point;

$N 07^{\circ}49'54'' E$, a distance of 349.59 feet to a point;

$N 00^{\circ}23'28'' W$, a distance of 476.30 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 3114.79 feet, a central angle of $00^{\circ}9'22''$, a chord bearing and distance of $N 00^{\circ}28'09'' W$, 8.49 feet, for an arc length of 8.49 feet to a point;

THENCE: Departing the west line of said called 62.4 acre tract, over and across said State Highway 211, the following bearings and distances:

S 89°27'00" W, a distance of 1.00 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 3113.79 feet, a central angle of 08°21'53", a chord bearing and distance of N 04°44'03" W, 454.19 feet, for an arc length of 454.59 feet to a point;

N 39°23'01" E, a distance of 166.25 feet to a point;

N 89°43'34" E, a distance of 44.93 feet to a point;

N 00°16'48" W, a distance of 108.51 feet to a point;

N 52°17'05" W, a distance of 228.88 feet to a point;

N 21°01'04" W, a distance of 687.73 feet to a point;

N 21°39'30" W, a distance of 603.94 feet to a point;

N 16°53'40" W, a distance of 511.74 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 3063.79 feet, a central angle of 16°40'41", a chord bearing and distance of N 25°14'01" W, 888.68 feet, for an arc length of 891.83 feet to a point;

N 10°31'27" E, at a distance of 1.77 feet passing the east right-of-way line of said State Highway 211, the west terminus of said Briggs Ranch, and continuing over and across said Briggs Ranch right-of-way for a total distance of 62.50 feet to a point;

THENCE: Continuing over and across said Briggs Ranch right-of-way, the following bearings and distances:

N 54°49'44" E, a distance of 99.68 feet to a point;

N 49°17'09" E, a distance of 134.58 feet to a point;

N 54°49'44" E, a distance of 24.61 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 1171.00 feet, a central angle of $57^{\circ}12'26''$, a chord bearing and distance of $N 83^{\circ}25'57'' E$, 1121.22 feet, for an arc length of 1169.19 feet to a point;

$S 66^{\circ}08'40'' W$, a distance of 6.98 feet to a point;

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 1166.00 feet, a central angle of $07^{\circ}30'49''$, a chord bearing and distance of $S 64^{\circ}26'45'' E$, 152.79 feet, for an arc length of 152.90 feet to a point on the east terminus of said Briggs Ranch and a west line of said called 331.9 acre tract;

THENCE: $N 29^{\circ}18'40'' E$, with the east terminus line of said Briggs Ranch and a west line of said called 331.9 acre tract, a distance of 63.88 feet to a west corner of said called 331.9 acre tract and the northeast terminus of said Briggs Ranch;

THENCE: With a north line of said called 331.9 acre tract, the following bearings and distances:

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 1230.10 feet, a central angle of $07^{\circ}31'59''$, a chord bearing and distance of $S 56^{\circ}55'21'' E$, 161.61 feet, for an arc length of 161.73 feet to a point;

$S 53^{\circ}09'20'' E$, a distance of 334.43 feet to a point;

$N 36^{\circ}50'40'' E$, a distance of 86.94 feet to a corner of said called 331.9 acre tract and a south corner of Block 1 of Trails of Briggs Ranch, Unit-1 Subdivision Recorded in Volume 9547, Pages 35-47 of said Deed and Plat Records;

THENCE: With the common line of said called 331.9 acre tract and said Trails of Briggs Ranch, Unit-1 Subdivision, the following bearings and distances:

$S 74^{\circ}02'04'' E$, a distance of 424.89 feet to a point;

$N 54^{\circ}04'09'' E$, a distance of 1072.90 feet to a point;

$N 81^{\circ}17'43'' E$, a distance of 240.04 feet to the southeast corner of said Trails of Briggs Ranch, Unit-1 Subdivision, a west corner of Trails of Briggs Ranch, Unit-3A Subdivision recorded in Volume 9581, Pages 75-81 of said Deed and Plat Records and Volume 20001, Page 1142 of the Plat Records of Bexar County, Texas, and a north corner of said called 331.9 acre tract;

THENCE: With the common line of said called 331.9 acre tract and said Trails of Briggs Ranch, Unit-3A Subdivision, the following bearings and distances:

S 88°47'49" E, a distance of 200.43 feet to a point;

S 54°51'22" E, a distance of 352.33 feet to a point;

S 32°20'00" E, a distance of 425.08 feet to a point;

S 42°12'04" E, a distance of 339.34 feet to a point;

S 00°19'36" E, a distance of 44.67 feet to a point;

S 05°07'20" E, a distance of 203.69 feet to a point;

S 71°29'41" E, a distance of 80.84 feet to a point;

S 74°52'13" E, a distance of 198.76 feet to a point;

N 78°04'06" E, a distance of 201.34 feet to a point;

N 81°30'14" E, a distance of 139.04 feet to a point;

N 89°44'50" E, a distance of 71.08 feet to a northeast corner of said called 331.9 acre tract and the southeast corner of said Trails of Briggs Ranch, Unit-3A Subdivision, on the west line of said called 487.6 acre tract;

THENCE: N 00°14'28" W, with the west line of said called 487.6 acre tract and the west lines of said Trails of Briggs Ranch, Unit-3A and a 509.7 acre tract described in deed to 211 Investments, LP recorded in Volume 11090, Page 827 of said Official Public Records, a distance of 862.16 feet to the westmost northwest corner of said called 487.6 acre tract and a corner of said 211 Investments tract;

THENCE: With the common line of said called 487.6 acre tract and said 211 Investments tract, the following bearings and distances:

N 60°15'57" E, a distance of 216.64 feet to a point;

N 28°16'18" E, a distance of 464.77 feet to a point;

N 07°10'42" E, a distance of 436.07 feet to a point;

N 14°09'53" W, a distance of 1073.72 feet to a point;

N 03°55'12" E, a distance of 173.13 feet to a point;

N 30°20'43" E, a distance of 552.99 feet to a point;

N 16°11'24" E, a distance of 704.64 feet to a point;

N 04°46'57" W, a distance of 654.32 feet to a point;

N 17°41'53" W; a distance of 288.33 feet to a point;

N 25°45'02" W, a distance of 294.14 feet to a point;

N 35°57'00" W, a distance of 136.85 feet to a point;

N 00°17'54" W, a distance of 952.90 feet to a point;

N 42°26'56" E, a distance of 509.54 feet to the northmost northwest corner of said called 487.6 acre tract and the northeast corner of said 211 Investments tract, on the south line of a 691.094 acre tract described in deed to CTMGT Rancho Del Lago, LLC recorded in Volume 15880, Page 1694 of said Official Public Records;

THENCE: N 89°38'57" E, with the north line of said called 487.6 acre tract and the south line of said CTMGT Rancho Del Lago tract, a distance of 1005.04 feet to the northmost northeast corner of said called 487.6 acre tract and the northwest corner of a 10.003 acre tract described in deed to Jose Antonio Ventura-Aquino, et al, recorded in Volume 7452, Page 1106 of said Official Public Records, on the south line of said CTMGT Rancho Del Lago tract;

THENCE: With the northeast line of said called 487.6 acre tract and the southwest line of said Ventura-Aquino tract, the following bearings and distances:

S 39°26'01" E, a distance of 230.66 feet to a point;

S 69°46'11" E, a distance of 313.22 feet to a point;

S 02°48'31" E, a distance of 265.54 feet to a point;

S 39°26'01" E, a distance of 144.67 feet to a point;

N 89°00'51" E, a distance of 424.32 feet to a north corner of said called 487.6 acre tract, the southeast corner of said Ventura-Aquino tract, and the southwest corner of a 31.027 acre tract described in deed to Three Encino Crossing, LTD recorded in Volume 18720, Page 294 of said Official Public Records;

THENCE: With the common line of said 487.6 acre tract and said Three Encino Crossing tract, the following bearings and distances:

S 29°33'16" E, a distance of 432.05 feet to a point;

S 01°09'48" E, a distance of 141.45 feet to a point;

S 49°47'21" E, a distance of 194.88 feet to a point;

S 74°01'40" E, a distance of 271.83 feet to a point;

N 46°52'53" E, a distance of 147.04 feet to a point;

N 16°29'58" W, a distance of 410.67 feet to a point;

N 55°09'10" E, a distance of 189.69 feet to a point;

S 70°52'57" E, a distance of 601.49 feet to a point;

S 68°42'16" E, a distance of 165.24 feet to a point;

S 59°21'44" E, a distance of 278.73 feet to a northeast corner of said 487.6 acre tract and the southeast corner of said Three Encino Crossing tract, on the west line of a 7.33 acre tract described in deed to Juan Pablo Vargas and Estela Castro recorded in Volume 18309, Page 1627 of said Official Public Records;

THENCE: With a northeast line of said called 487.6 acre tract and the southwest line of said Vargas and Castro tract, the following bearings and distances:

S 15°14'50" E, a distance of 180.38 feet to a point;

S 48°09'49" E, a distance of 312.71 feet to a point;

S 57°45'03" E, a distance of 274.15 feet to a point;

S 47°37'51" E, a distance of 257.34 feet to a northeast corner of said called 487.6 acre tract, the south corner of said Vargas and Castro tract, the south corner of Lot 13, Block 3 of Mountain Laurel Ranch Subdivision recorded in Volume 9556, Pages 134-144 of said Deed and Plat Records, and the west corner of Lot 14, Block 3 of said Mountain Laurel Ranch Subdivision;

THENCE: With an east line of said 487.6 acre tract and the west line of Block 3 of said Mountain Laurel Ranch Subdivision, the following bearings and distances:

S 25°52'47" E, a distance of 262.19 feet to a point;

S 20°43'58" E, a distance of 257.48 feet to a point;

S 22°42'26" E, a distance of 243.90 feet to the east corner of said called 487.6 acre tract, the southwest corner of said Mountain Laurel Ranch Subdivision, and the northeast corner of a 53.26 acre tract described in deed to Equitable Land Holdings, LLC recorded in Volume 15598, Page 2196 of said Official Public Records;

THENCE: S 89°48'56" W, with a south line of said called 487.6 acre tract and the north line of said 53.26 acre tract, a distance of 1060.36 feet to the northwest corner of said 53.26 acre tract and the northeast corner of a 48.73 acre tract described in deed to Equitable Land Holdings, LLC recorded in Volume 14701, Page 2232 of said Official Public Records;

THENCE: S 89°52'12" W, continuing with a south line of said called 487.6 acre tract and the north line of said 48.73 acre tract, a distance of 1675.19 feet to the northwest corner of said 48.73 acre tract and a reentrant corner of said called 487.6 acre tract;

THENCE: With the east line of said called 487.6 acre tract and the west lines of said 48.73 acre tract, a 50.54 acre tract described in deed to Hooda Enterprises recorded in Volume 1388, Page 2485 of said Official Public Records, and a 182.249 acre tract described in deed to Air Force Village recorded in Volume 7682, Page 278 of said Official Public Records, the following bearings and distances:

S 00°19'34" E, a distance of 2596.06 feet to a point;

S 00°11'37" E, a distance of 1293.36 feet to a point;

S 00°18'16" E, a distance of 1077.63 feet to a point;

S 00°50'27" E, a distance of 228.96 feet to a southeast corner of said called 487.6 acre tract and the southwest corner of said 182.249 acre Air Force Village tract, on the north line of an 85.964 acre tract described in deed to CW-BSLB, LLC recorded in Document No. 20190002499 of said Official Public Records;

THENCE: S 89°49'23" W, with a south line of said called 487.6 acre tract and the north line of said 85.964 acre CW-BSLB tract, a distance of 1037.06 feet to the northwest corner of said 85.964 acre CW-BSLB tract and the eastmost northeast corner of said called 331.9 acre tract;

THENCE: S 00°00'57" W, departing the south line of said called 487.6 acre tract, with the east line of said called 331.9 acre tract and the west lines of said 85.964 acre CW-BSLB tract, a 65.601 acre tract described in deed to CW-BSLB recorded in Document No. 20190002499 of said Official Public Records, and said Air Force Village II tract, a distance of 5197.80 feet to the POINT OF BEGINNING and containing 866.977 acres in Bexar County, Texas.

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

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 21, 2019
JOB NO. 11412-02
DOC. ID. N:\CIVIL\11412-02\Word\11412-02 FN_866.977 AC_Rev01.docx

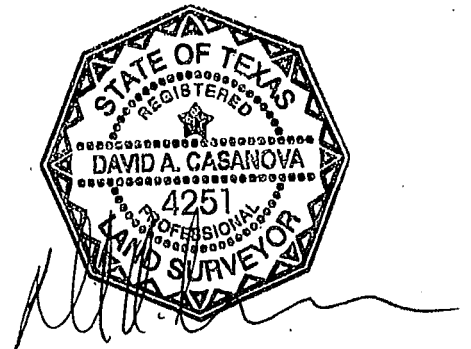


Exhibit C to Strategic Partnership Agreement

Depiction of the Limited Purpose Property

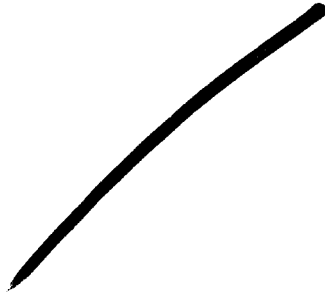
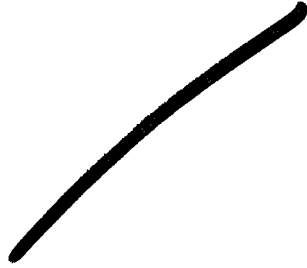
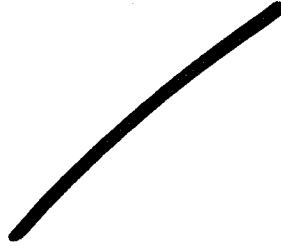
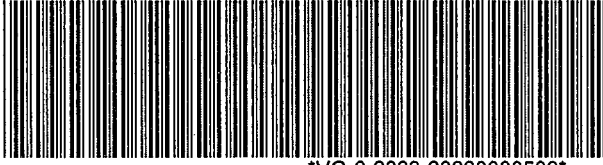


Exhibit D to Strategic Partnership Agreement

Service Plan







VG-6-2022-20220088509

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20220088509
Recorded Date: April 07, 2022
Recorded Time: 3:52 PM
Total Pages: 38
Total Fees: \$170.00

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

**** Do Not Remove ****

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

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
4/7/2022 3:52 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk