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DMT

After recording return to:

Robert D. Burton, Esq.

WINSTEAD PC

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Austin, Texas 78701

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HOMESTEAD

COMMUNITY ENHANCEMENT COVENANT [RESIDENTIAL]

Guadalupe County, Texas, and Comal County, Texas

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COMMUNITY ENHANCEMENT COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS FILED IN THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, OR COMAL COUNTY, TEXAS, AS APPLICABLE, IN ACCORDANCE WITH SECTION 9.5 OF THE MASTER COVENANT AS FURTHER DESCRIBED BELOW.

Declarant: ILF N-T OWNER, LP, a Delaware limited partnership

Cross reference to Homestead Master Covenant [Residential], recorded as Document No. 2016020825 and Document No. 201606035019 in the Official Public Records of Guadalupe County, Texas, and Comal County, Texas, respectively.

HOMESTEAD
COMMUNITY ENHANCEMENT COVENANT [RESIDENTIAL]

4822-1770-1411v.8 57674-1

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HOMESTEAD

COMMUNITY ENHANCEMENT COVENANT

[RESIDENTIAL]

This Homestead Community Enhancement Covenant [*Residential*] (the "Community Covenant"), is made by ILF N-T OWNER, LP, a Delaware limited partnership ("Declarant"), and is as follows:

RECITALS

A. Declarant owns certain real property located in Guadalupe County, Texas, and Comal County, Texas, as more particularly described on Exhibit "A", attached hereto (the "Property").

B. Declarant has caused to be filed that certain Homestead Master Covenant [*Residential*], recorded as Document No. 2016020825 and Document No. 201606035019 in the Official Public Records of Guadalupe County, Texas, and Comal County, Texas, respectively (the "Master Covenant").

C. Portions of the Property may be made subject to the Master Covenant upon the Recordation of one or more Notices of Applicability pursuant to *Section 9.5* of the Master Covenant. Upon the Recordation of a Notice of Applicability in the Official Public Records of Guadalupe County, Texas, or Comal County, Texas, as applicable: (i) the portions of the Property described therein shall be governed by and fully subject to this Community Covenant, and (ii) the portions of the Property described therein and any additional property made subject to this Community Covenant in the future shall constitute the "Community" for the purposes set forth herein.

No portion of the Property is subject to the terms and provisions of this Community Covenant until a Notice of Applicability (as defined in *Section 9.5* of the Master Covenant) is Recorded in the Official Public Records of Guadalupe County, Texas, and Comal County, Texas. A Notice of Applicability may only be filed by Declarant. If Declarant is not the owner of any portion of the Property then being made subject to the terms and provisions of the Master Covenant, the owner of the Property must execute the Notice of Applicability evidencing its consent to its recordation.

Property versus Community

"Property" - Land described in *Exhibit "A"*. This is the land that may be made subject to this Community Covenant, from time to time, by the Recording of one or more Notices of Applicability.

"Community" - This is the portion of the land described in *Exhibit "A"* that has been made subject to this Community Covenant through the Recordation of a Notice of Applicability.

HOMESTEAD

COMMUNITY ENHANCEMENT COVENANT [RESIDENTIAL]

D. A successful community evolves through the application and enforcement of the guiding principles and the standards set forth in all of the Documents. Declarant and the Association, as well as builders, owners, residents, visitors and other "stakeholders" all have a role in ensuring the application and enforcement of the guiding principles and the standards of the Community.

E. Upon Recordation by Declarant, and as further set forth below, this Community Covenant creates a vehicle and a process through which all stakeholders in the Community can partner to uphold the Community vision through the establishment of an administrative and funding structure with the mission and authority to enhance overall life and promote individual and collective creativity and interests within the Community through the levy and collection of a Community Enhancement Fee (as defined below).

F. Declarant now desires to impose upon the Property the terms and provisions of this Community Covenant.

NOW, THEREFORE, it is hereby declared that upon the Recordation of a Notice of Applicability pursuant to *Section 9.5* of the Master Covenant: (i) such portions of the Property described in the Notice of Applicability shall be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions which shall run with such Property and shall be binding upon all parties having right, title, or interest in or to such Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit and burden of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to such Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

ARTICLE I **DEFINITIONS**

1.01 Definitions. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Community Covenant have the meanings hereinafter specified.

(a) "Board" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

(b) "Community Enhancement Fee" has the meaning given such term in *Section 2.04* below.

(c) "Community Investment Fund" means the account designated pursuant to this Community Covenant to receive the Community Enhancement Fee.

(d) "Transfer" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, lease, or other grant or conveyance of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Community Covenant.

(e) "Transfer Price" means the greater of: (i) the price paid by the Transferee for the Lot or Condominium Unit; or (ii) the value of the Lot or Condominium Unit, including any Improvements or betterments constructed thereon, as determined by the Guadalupe County, or Comal County, as applicable, Appraisal District in their most recent valuation of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of clause (ii) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

(f) "Transferee" means all parties to whom any interest passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Community Covenant.

(g) "Transferor" means all parties who pass or convey any interest by a Transfer, and each party included in the term "Transferor" shall have joint and several liability for all obligations of that Transfer, as provided for in this Community Covenant.

ARTICLE II COMMUNITY ENHANCEMENT FEE

2.01 Community Enhancement Fee. The Board, acting on behalf of the Association shall have the authority to levy and collect the Community Enhancement Fee, as further set forth below

2.02 Community Activities, Services, Programs and Capital Improvements. Through the collection and administration of the Community Enhancement Fee, the Board may organize, fund, and administer such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable, and appropriate to serve as a means to: (i) enhance and promote the advancement of the

Community and the Property; (ii) encourage, support and fund Community or Community-related programs, activities, services, interests or construction of Improvements or other infrastructure benefiting the Property or the Community; (iii) fund the provision of electronic access to Community documents and documents pertaining to the Property; and (iv) fund educational, charitable, social, cultural, recreational, political, physical activities, capital Improvements or other infrastructure, services or programs benefiting, affecting or of interest to the Community and the Property. Such activities, capital Improvements or other infrastructure, services, and programs may include, but are not limited to, the following:

- (a) primary and adult formal or informal education programs;
- (b) training and orientation programs;
- (c) learning centers, computer centers, activity centers and/or business centers;
- (d) coordinated activities and recreational and social programs (*e.g.*, book clubs, hikes, cooking classes, scavenger hunts, etc.);
- (e) environmental programs (*e.g.*, community-wide recycling, community gardens);
- (f) activities designed to promote compliance with community regulations through education, communication, and grass roots support;
- (g) promotional and public relations activities on behalf of the Community;
- (h) cultural, artistic, environmental, and wellness programs;
- (i) community services for the benefit of the Community's residents (*e.g.*, caretaker services, childcare, personal shopping services, etc.);
- (j) developing, hosting or maintaining Community internet or intranet sites;
- (k) learning centers and computer centers designed to supplement home offices;
- (l) community-wide audio, video and technology;
- (m) charter clubs and other volunteer organizations and activities;
- (n) capital Improvements consisting of charitable, educational, cultural, social, recreational, environmental, political, physical fitness and/or wellness facilities or other infrastructure.; and

(o) other services, activities, and programs which enhance the sense of community within the Development.

Nothing in this Section shall be construed as a representation by Declarant, the Board or the Association to what, if any, activities, services, or programs shall be provided.

2.03 Relationships with Quasi-Governmental Entities and Tax Exempt Organizations. On behalf of the Association, the Board may create and enter into agreements or contracts with Quasi-Governmental Entities or non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Community, the Association, its members, or residents. The Board may contribute money, real or personal property, or services to such entity from the Community Investment Fund. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

2.04 Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Community, the Transferee thereof shall be obligated to pay a "**Community Enhancement Fee**" to the Association equal to the Transfer Price multiplied by one fourth of one percent (0.25%), unless the Transfer in question is excluded under this Community Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an Assessment imposed by and subject to all rights, obligations and provisions set forth in *Article 5* of the Master Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferee does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with *Article 5* of the Master Covenant.

(c) Deposit of Community Enhancement Fee Into Community Investment Fund. On behalf of the Association, the Board shall establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds shall be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and

any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor or Transferee shall provide a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records and to audit all accounts of any owner, Transferor, or Transferee which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon Majority vote, the Board may, from time to time, make disbursements from the Community Investment Fund to achieve the objectives set forth in this Community Covenant or to pay costs to administer this Community Covenant and the Community Investment Fund.

(f) Community Enhancement Fee Lien and Foreclosure. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an Assessment lien arising under *Article 5* of the Master Covenant. Each Owner, and each prospective Owner, is placed on notice that the Owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the Owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an Assessment lien in accordance with the terms and provisions set forth in *Article 5* of the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first mortgage Recorded lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in questions; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from

the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former Owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Community Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records for Guadalupe County, Texas, or Comal County, Texas, as applicable. If the debt is cured after a notice has been recorded, the Association shall record a release of the notice of lien at the expense of the curing Owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each Owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other Assessment liens as further set forth in *Article 5* of the Master Covenant.

(g) Reporting on Exclusions from Community Enhancement Fee. In the event that a Transferee or Transferor is involved in a Transfer that it believes to be excluded from the requirement to pay the Community Enhancement Fee under this section, the Transferee or Transferor shall provide written notice (the "Notice") to the Board within five (5) days prior to the Transfer in question, explaining the Transfer and the reason such Transfer should be excluded. If, after review of the Notice, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, the Board shall notify the party providing the Notice of its obligation to pay the Community Enhancement Fee to the Association. Prior to its decision on any Notice, the Board may request additional information or clarification from the party submitting such Notice, and such party shall promptly provide the Board with such additional information.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to any of the following, except to the extent any of the following are used for the purpose of avoiding the Community Enhancement Fee:

(i) Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city and county, municipality, district or other political subdivision of such states;

(ii) Transfer to the Association. Any Transfer to the Association created pursuant to the Master Covenant, or its respective successors or assignees;

(iii) Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees;

(iv) Transfer from Declarant. Unless waived in writing by Declarant, any Transfer from or by Declarant or its successor, assignee or affiliate;

(v) Transfer to Homebuilder/Development Owner. Any Transfer from Declarant, or its successor, assignee or affiliate, to a Homebuilder or a Development Owner. For purposes of this subparagraph, "**Homebuilder**" means any Owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party, and "**Development Owner**" means any Owner who acquires a Lot for the purpose of resale to a Homebuilder.

(vi) Transfer to Initial Homeowner. Any Transfer to an Initial Homeowner. For the purposes of this subparagraph, "**Initial Homeowner**" means the first Owner that acquires a Lot or Condominium Unit with a completed residence from a Homebuilder or Developer and that is not in the business of constructing single-family residences for resale to third parties.

(vii) Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

(viii) Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;

(ix) Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses;

(x) Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding;

(xi) Exempt Transfers On Conveyance To Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a

debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure;

(xii) Holding Company Exemption. Any Transfer made by a corporation or other entity, for consideration (1) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a "**Holding Company**"), or (2) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company;

(xiii) Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such Transfer; and

(xiv) Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

ARTICLE III **MISCELLANEOUS**

3.01 Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Community Covenant shall entitle Declarant or the owner of any portion of the Property to cancel, rescind or otherwise terminate this Community Covenant.

3.02 Amendment. This Community Covenant may be amended: (i) unilaterally by the Declarant during the Development Period; or (ii) the Majority vote by the Board and for a period of thirty (30) years following the date of initial recording of this Community Covenant, the written consent of Declarant, or its express successors or assignees, unless Declarant's right to consent is terminated in writing.

3.03 Enforcement. The Association or Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Community Covenant.

3.04 Inurement. This Community Covenant and the restrictions created hereby are binding upon the Owners of all or any portion of the Property.

3.05 Severability; Governing Law. The provisions of this Community Covenant shall be deemed independent and severable, and the invalidity or partial invalidity of any

provision or portion hereof shall not affect the validity or enforceability of any other provision. This Community Covenant and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Community Covenant is performable in Guadalupe County, Texas, and Comal County, Texas.

3.06 Notices. Any notice to any owner of the Property shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as FedEx) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the intended recipient's last known mailing address. All notices under this Community Covenant shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

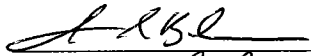
[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

ILF N-T OWNER, LP,
a Delaware limited partnership


By: ILF N-T GP, LLC,
a Delaware limited liability company,
its General Partner

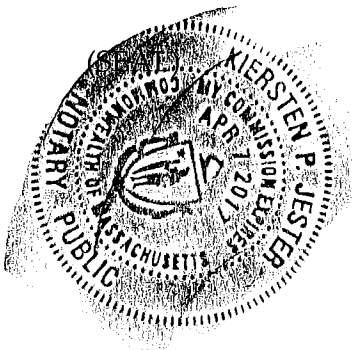
By: 
Name: Jesse R Baker
Title: Authorized Person

THE STATE OF MASSACHUSETTS §

COUNTY OF SUFFOLK §

This instrument was acknowledged before me this 8th day of September, 2016,
by Jesse R. Baker, an Authorized Person of ILF N-T GP, LLC, a Delaware limited
liability company, General Partner of ILF N-T Owner, LP, a Delaware limited partnership, on
behalf of said limited liability company and limited partnership.


Notary Public Signature



KIERSTEN P. JESTER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 7, 2017

EXHIBIT A

PROPERTY DESCRIPTION



FIRM LICENSE NO. 10122300

FIELD NOTES FOR A 522.18 ACRE TRACT

A 522.18 acre tract of land out of the J.F. Zepeda Survey No. 257, Abstract 685, J.F. Zepeda Survey No. 257, Abstract 471, C.M. Gahagan Survey No. 258, Abstract 182, C.M. Gahagan Survey No. 258, Abstract 142, P. San Miguel Survey No. 256, Abstract 227 and being out of the remaining portion of a 118.86 acre tract of land, known as Tract I-1, a 32.6 acre tract of land, known as Tract I-2, an approximate 4.0 acre tract of land, known as Tract I-3, the remaining portion of a 76.356 acre tract of land, known as Tract I-4, 148.57 acre tract of land, known as Tract I-6 and a 149.5 acre tract of land, known as Tract I-7 of record in Volume 2949 Page 986, a 100 acre tract of land, known as Tract II, of record in Volume 2949 Page 996, a 20.00 acre tract of land of record in Volume 2949 Page 993 and a 59.918 acre tract of land of record in Volume 2949, Page 982, all of the Official Public Records of Guadalupe County, Texas as conveyed to Nor-Tex HQ Farm, LTD. and also being out of a 32.6 acre tract of land, known as Tract I-2, an approximate 4.0 acre tract of land, known as Tract I-3, the remaining portion of a 10.608 acre tract of land, known as Tract I-5, a 130.3 acre tract of land, known as Tract I-8, the remaining portion of a 2.326 acre tract of land, known as Tract I-9 and a 0.357 of an acre tract of land, known as Tract I-10 of record in Document Number 201106000708 of the Official Public Records of Comal County, Texas as conveyed to Nor-Tex HQ Farm, LTD. Said 522.18 acre tract of land having 8.33 acres, situated in Comal County, Texas and 513.85 acres, situated in Guadalupe County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a set ½" iron rod with a blue plastic cap stamped "KFW Surveying", in the southeast right-of-way line of Interstate Highway 35, a variable width right-of-way, in the northeast line of Lot 27, Block 17, a variable width Sanitary Sewer Easement of The Fairways at Scenic Hills, Unit 3B, a subdivision plat of record in Volume 7, Page 203 of the Map and Plat Records of Comal County, Texas, for the northwest corner of the remaining portion of a 10.608 acre tract of land and the tract on land described herein, from which a found Texas Department of Transportation Monument Type 2 bears, N 29° 34' 33" W, a distance of 4.79 feet;

THENCE: Along and with the southeast right-of-way line of Interstate Highway 35, the northwest lines of the remaining portion of the 10.608 acre tract of land and the remaining portion of the 2.326 acre tract of land, the following calls and distances:

1. N 52° 20' 03" E, a distance of 41.17 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" at an angle point of the tract described herein,
2. N 59° 40' 24" E, a distance of 34.71 feet to a found Texas Department of Transportation Monument Type 1 at an angle point of the tract described herein,
3. N 13° 21' 30" E, a distance of 16.40 feet to a found Texas Department of Transportation Monument Type 2 at an angle point of the tract described herein,
4. N 51° 32' 23" E, a distance of 274.08 feet to a found Texas Department of Transportation Monument Type 2 at an angle point of the tract described herein,
5. N 54° 38' 39" E, a distance of 49.37 feet to a found Texas Department of Transportation Monument Type 2 at an angle point of the tract described herein,

14603 Huebner Rd. Bldg 40, San Antonio, Texas 78230 • Phone: (210) 979-8444 • Fax: (210) 979-8441 • www.kfwengineers.com

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6. N 54° 57' 53" E, a distance of 50.19 feet to a found Texas Department of Transportation Monument Type 2 at an angle point of the tract described herein,
7. N 54° 39' 30" E, a distance of 352.47 feet a found Texas Department of Transportation Monument Type 2 at an angle point of the tract described herein, and
8. N 59° 21' 41" E, a distance of 171.71 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying", for the **POINT OF BEGINNING** and the northwest corner of the tract described herein;

THENCE: N 59°21'41" E continuing along and with the southeast right-of-way line of Interstate Highway 35, the northwest lines of the remaining portion of the 10.608 acre tract of land and the remaining portion of the 2.326 acre tract of land, a distance of **947.70** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying", from which a found Texas Department of Transportation Monument Type 2 bears N 59° 21' 41" E, a distance of 1012.13 feet;

THENCE: Departing the southeast right-of-way line of Interstate Highway 35 and into and across the remaining portion of a 2.326 acre tract, the 130.3 acre tract, the 32.6 acre tract and the approximate 4.0 acre tract, the following eleven (11) calls and distances:

1. **S 30° 38' 19" E**, a distance of **20.00** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" in a curve to the left, for a corner of the tract described herein,
2. with a non-tangent curve to the left, having an arc of **33.09** feet, a radius of **40.00** feet, a delta of **47°24'13"** and a chord bears **S 35°39'34"W**, a distance of **32.16** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying", for a point of tangency,
3. **S 11° 57' 28" W**, a distance of **62.81** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying", for a point of reverse curve,
4. with a curve to the left, having an arc of **376.27** feet, a radius of **380.00** feet, a delta of **56°44'01"** and a chord bears **S 16°24'33"E**, a distance of **361.09** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying", for a point of tangency,
5. with a curve to the right, having an arc of **621.52** feet, a radius of **1450.00** feet, a delta of **24°33'32"** and a chord bears **S 32°29'47"E**, a distance of **616.77** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying", for a point of reverse curve,
6. with a curve to the left, having an arc of **5.84** feet, a radius of **5.00** feet, a delta of **66°54'23"** and a chord bears **S 53°40'13"E**, a distance of **5.51** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying", for a point of reverse curve,
7. with a curve to the right, having an arc of **394.65** feet, a radius of **155.00** feet, a delta of **145°52'54"** and a chord bears **S 14°10'57"E**, a distance of **296.36** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying", for a point of reverse curve,
8. with a curve to the left, having an arc of **5.84** feet, a radius of **5.00** feet, a delta of **66°54'23"** and a chord bears **S 25°18'19"W**, a distance of **5.51** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying", for a point of reverse curve,

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9. with a curve to the right, having an arc of 34.87 feet, a radius of 1450.00 feet, a delta of 01°22'40" and a chord bears S 07°27'33"E, a distance of 34.87 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying", for a point of tangency,
10. S 06° 46' 13" E, a distance of 591.96 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" on the ostensible location of the county line of Comal County, for an interior corner of the tract described herein, and
11. N 66° 26' 37" E, along and with the on the ostensible location of the county line of Comal County a distance of 1533.73 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" in the east line of the approximate 4.0 acre tract of land, for a northeast corner of the tract described herein;

THENCE: S 13° 10' 12" E, continuing along and with the east line of the approximate 4.0 acre tract of land, a distance of 157.52 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for the southeast corner of the approximate 4.0 acre tract of land, the northerly northeast corner of the 148.57 acre tract of land, in the west line of a 40.00 acre tract of land, known as Tract 2, conveyed to RBV2 Limited Partnership of record in Volume 1654 Page 902 of the Official Public Records of Guadalupe County, Texas and for an angle point of the tract of land described herein;

THENCE: S 09° 32' 31" E, along and with the west line of the west line of the 40.00 acre tract of land, known as Tract 2, an east line of the 148.57 acre tract of land, a distance of 129.96 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for the southwest corner of the 40.00 acre tract of land, known as Tract 2, the northwest corner of a 40.00 acre tract of land, known as Tract 1, conveyed to RBV2 Limited Partnership, of record in Volume 1654 Page 902 of the Official Public Records of Guadalupe County, Texas of for an angle point in the 148.57 acre tract of land the tract of land described herein;

THENCE: S 08° 07' 03" E, along and with the west line of the 40.00 acre tract of land, known as Tract 1, and an east line of the 148.57 acre tract of land, a distance of 833.40 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for the southwest corner of the 40.00 acre tract of land, known as Tract 1, an interior corner of the 148.57 acre tract of land and the tract of land described herein;

THENCE: N 71° 52' 57" E, along and with the southeast line of the 40.00 acre tract, of land known as Tract 1, and a northwest line of the 148.57 acre tract of land, a distance of 1666.73 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for the northwest corner of a 15.66 acre tract of land, known as Tract 3 conveyed to RBV2 Limited Partnership, of record in Volume 1654 Page 902 of the Official Public Records of Guadalupe County, Texas, for an easterly corner of the 148.57 acre tract of land and the tract of land described herein;

THENCE: S 08° 48' 52" E, along and with the west line of the 15.66 acre tract of land and an east line of the 148.57 acre tract of land, a distance of 1379.21 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" in a northwest line of a tract of land conveyed to Melvin W. and Ruby F. Schwab, of record in Volume 1413 Page 497 of the Official Public Records of Guadalupe County, Texas, for the southwest corner of the 15.66 acre tract of land, an easterly southeast corner of the 148.57 acre tract of land and an easterly corner of the tract of land described herein;

THENCE: Along and with a northwest line of the Schwab tract of land and a southeast line of the 148.57 acre tract of land the following three (3) calls and distances:

1. S 61° 59' 15" W, a distance of 445.47 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for an interior corner of the Schwab tract of land and at an angle point of the tract of land described herein;

2. **N 21° 27' 28" W**, a distance of **223.23** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for the northerly northeast corner of the Schwab tract of land, an interior corner of the 148.57 acre tract of land and the tract of land described herein, and
3. **S 59° 28' 32" W**, a distance of **1008.68** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for the northwest corner of the Schwab tract of land, the northeast corner of the 149.5 acre tract of land and an interior corner of the tract of land described herein;

THENCE: S 30° 31' 02" E, along and with a southwest line of the Schwab tract of land and a northeast line of the 149.5 acre tract of land, a distance of **607.90** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for the northeast corner of a 0.7 of an acre tract of land conveyed to Melvin W. and Ruby F. Schwab of record in Volume 1413 Page 497 of the Official Public Records of Guadalupe County, Texas, an easterly corner of the 149.5 acre tract of land and the tract of land described herein;

THENCE: S 58° 31' 00" W, along and with the northwest line of the 0.7 of an acre tract of land and a southeast line of the 149.5 acre tract of land, a distance of **86.82** feet to a found 60d Nail in concrete for the northwest corner of the 0.7 of an acre tract of land, an interior corner of the 149.5 acre tract of land and the tract of land described herein;

THENCE: S 30° 35' 23" E, along and with the southwest line of the 0.7 of an acre tract of land and a northeast line of the 149.5 acre tract of land, a distance of **351.70** feet to a found 60d Nail in concrete for the southwest corner of the 0.7 of an acre tract of land, an interior corner of the 149.5 acre tract of land and the tract of land described herein;

THENCE: N 59° 18' 13" E, along and with the southeast line of the 0.7 of an acre tract of land, a southeast line of the Schwab tract of land and a northwest line of the 149.5 acre tract of land, a distance of **1007.77** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for an interior corner of the Schwab tract of land, an angle point of the 149.5 acre tract of land and the tract of land described herein;

THENCE: S 85° 27' 02" E, along and with a southwest line of the Schwab Tract of land and a northeast line of the 149.5 acre tract of land, a distance of **40.00** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for an interior corner of the Schwab tract of land, an angle point of the 149.5 acre tract of land and the tract of land described herein;

THENCE: S 29° 49' 00" E, along and with a southwest line of the Schwab tract of land, a southwest right-of-way line of Green Valley Road, (County Road 376), a variable width right-of-way, a northeast line of the 149.5 acre tract of land and a northeast line of the 59.918 acre tract of land, at a distance of 199.06 feet, passing the southwest line of the Schwab tract of land, the northwest right-of-way line of Green Valley Road, continuing a total distance of **1050.00** feet to a found 3/8" iron rod in concrete for the northeast corner of a 14.346 acre tract of land conveyed to Geraldine H. Kierum of record in Volume 643 Page 450 of the Official Public Records of Guadalupe County, Texas, an easterly corner of the 59.918 acre tract of land and an easterly corner of the tract of land described herein;

THENCE: S 59° 43' 58" W, along and with the northwest line of the 14.346 acre tract of land and a southeast line of the 59.918 acre tract of land, a distance of **1114.35** feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for the northwest corner of the 14.346 acre tract of land, an interior corner of the 59.918 acre tract of land and the tract of land described herein;

THENCE: S 30° 41' 15" E, along and with the southwest line of the 14.346 acre tract of land, a 25.0 acre tract of land conveyed to Donald David Dilworth of record in Volume 3007 Page 908 of the Official Public Records of Guadalupe County, Texas and a northeast line of the 59.918 acre tract of land, at a distance of 575.68 feet passing a found ½" iron rod for the southwest corner of the 14.346 acre tract of land and the northwest corner of the 25.0 acre tract of land and continuing for a total distance of **1529.03**

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feet to a found 3/8" iron rod for the northeast corner of Mustang Valley Estates, a subdivision plat of record in Volume 7 Page 373 of the Map and Plat Records of Guadalupe County, Texas, for the southeast corner of the 59.918 acre tract of land, and an easterly southeast corner of the tract of land described herein;

THENCE: S 59° 34' 11" W, along and with the northwest line of Mustang Valley Estates and a southeast line of the 59.918 acre tract of land, a distance of **476.53** feet to a found 1/2" iron rod for the northwest corner of Mustang Valley Estates, the northeast corner of a 18.0 acre tract of land conveyed to Teofilo and Maria Ortiz of record in Volume 843 Page 899 of the Official Public Records of Guadalupe County, Texas and an angle point in the southeast line of the 59.918 acre tract of land and the tract of land described herein;

THENCE: S 59° 26' 32" W, along and with the northwest line of the 18.0 acre tract of land and a southeast line of the 59.918 acre tract of land, a distance of **511.90** feet to a found 1/2" iron rod for the northwest corner of the 18.0 acre tract of land, the northeast corner of a 23.3285 acre tract of land conveyed to Justice McCalley and Mary H. McCalley of record in Volume 1408 Page 742 of the Official Public Records of Guadalupe County, Texas for an angle point in the southeast line of the 59.918 acre tract of land and the tract of land described herein;

THENCE: S 59° 32' 08" W, along and with the northwest line of the 23.3285 acre tract of land and a southwest line of the 59.918 acre tract of land, a distance of **662.69** feet to a found 1/2" iron rod in the northeast line of the 100 acre tract of land, for the northwest corner of the 23.3285 acre tract of land and the southwest corner of the 59.918 acre tract of land and an interior corner of the tract of land described herein;

THENCE: S 30° 12' 25" E, along and with the southwest line of the 23.3285 acre tract of land and the northeast line of the 100 acre tract of land, a distance of **1532.62** feet to a found 1/2" iron rod in a concrete can in the northwest right-of-way line of Green Valley Road, for the southwest corner of the 23.3285 acre tract of land, the southeast corner of the 100 acre tract of land and the southerly southeast corner of the tract of land described herein;

THENCE: S 60° 50' 11" W, along and with the northwest right-of-way line of Green Valley Road, the southeast line of the 100 acre tract of land, a distance of **1229.52** feet to a found 1/2" iron rod for the southeast corner of a 6.00 acre tract of land conveyed to Countrywide Home Loans, Inc. DBA America's Wholesale Lender in Volume 2486 Page 963 of the Official Public Records of Guadalupe County, Texas, for the southwest corner of the 100 acre tract of land and the tract of land described herein;

THENCE: Along and with the southwest line of the 100 acre tract of land and the northeast line of the 6.00 acre tract of land, the following four (4) calls and distance:

1. **N 31° 03' 57" W**, a distance of **250.18** feet to a found 3/8" iron rod for an angle point of the tract of land described herein,
2. **N 31° 13' 04" W**, a distance of **224.55** feet to a found 3/8" iron rod for an angle point of the tract of land described herein,
3. **N 31° 57' 33" W**, a distance of **340.31** feet to a found 3/8" iron rod for an angle point of the tract of land described herein, and
4. **N 30° 17' 16" W**, a distance of **39.70** feet to a found 1/2" iron rod with a plastic cap stamped "RPLS 4069" for the northeast corner of the 6.00 acre tract of land, the southeast corner of the remaining portion of a 10.000 acre tract of land conveyed to John Leroy Stark of record in Volume 2486 Page 962 of the Official Public Records of Guadalupe County, Texas and an angle point of the tract of land described herein;

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THENCE: N 30° 41' 41" W, along and with the northeast line of the remaining portion of the 10.000 acre tract of land and a southwest line of the 100 acre tract of land, a distance of **711.40** feet to a found 3/8" iron rod for the northeast corner of the remaining portion of the 10.000 acre tract of land, the southeast corner of the 20.00 acre tract of land and an interior corner of the tract of land described herein;

THENCE: S 59° 27' 47" W, along and with the northwest line of the remaining portion of the 10.000 acre tract of land, a northwest line of a 95.861 acre tract of land conveyed to Archie H. Heimer of record in Volume 743 Page 1173 of the Official Public Records of Guadalupe County, Texas and the southeast line of the 20.00 acre tract of land, a distance of **537.63** feet to a found 1/2" iron rod in concrete for an interior corner of the 95.861 acre tract of land, the southwest corner of the 20.00 acre tract of land and a westerly southwest corner of the tract of land described herein;

THENCE: N 30° 41' 17" W, along and with a northeast line of the 95.861 acre tract of land and the southwest line of the 20.00 acre tract of land, a distance of **1616.84** feet to a set 1/2" iron rod with a blue plastic cap stamped "KFW Surveying" for the southwest corner of a west 0.1928 of an acre tract of land conveyed to Roma Holz of record in Volume 614, Page 696 of the Official Public Records of Guadalupe County, Texas, a southerly southeast corner of a 18.751 acre tract of land conveyed to Lee Novikoff of record in Volume 1693 Page 120 of the Official Public Records of Guadalupe County, Texas, for the northwest corner of the 20.00 acre tract of land and a westerly corner of the tract of land described herein;

THENCE: N 59° 18' 30" E, along and with the southeast line of the west 0.1928 of an acre tract of land, the east 0.1928 of an acre tract of land conveyed to Roma Holz of record in Volume 614, Page 696 of the Official Public Records of Guadalupe County, Texas and the northwest line of the 20.00 acre tract of land, a distance of **78.52** feet to a set 1/2" iron rod with a blue plastic cap stamped "KFW Surveying" for an angle point of the tract of land described herein;

THENCE: N 59° 15' 15" E, continuing along and with the southeast line of the east 0.1928 acre tract of land, the southeast line of the 18.751 acre tract of land and the northwest line of the 20.00 acre tract of land, a distance of **459.15** feet to a found 1/2" iron rod in the southwest line of the 100 acre tract of land, for the southeast corner of the 18.751 acre tract of land, the northeast corner of the 20.00 acre tract of land and an interior corner of the tract of land described herein;

THENCE: N 30° 20' 29" W, along and with the northeast line of the 18.751 acre tract of land and the southwest line of the 100 acre tract of land, a distance of **320.81** feet to a found 1/2" iron rod with a plastic cap stamped "CEC" for the southeast corner of the remaining portion of the 76.356 acre tract of land, the northwest corner of the 100 acre tract of land, an easterly corner of the 18.751 acre tract of land and an interior corner of the tract of land described herein;

THENCE: S 80° 16' 13" W, along and with a north line of the 18.751 acre tract of land and the southeast line of the remaining portion of the 76.356 acre tract of land, a distance of **12.95** feet to a found 1/2" iron rod with a plastic cap stamped "CEC" for the southwest corner of the remaining portion of the 76.356 acre tract of land, an interior corner of the 18.751 acre tract of land and a westerly corner of the tract of land described herein;

THENCE: N 30° 56' 16" W, along and with the northeast line of the 18.751 acre tract of land, a northeast line of The Links at Scenic Hills, Unit 3, a subdivision plat of record in Volume 7 Page 646 of the Map and Plat Records of Guadalupe County, Texas and the southwest line of the remaining portion of the 76.356 acre tract of land, at a distance of 216.25 feet, passing a found 1/2" iron rod with a plastic cap stamped "Jacobs Prop" for the northeast corner of the 18.751 acre tract of land and the southeast corner of The Links at Scenic Hills, Unit 3, continuing a for total distance of **501.70** feet to a set 1/2" iron rod with a blue plastic cap stamped "KFW Surveying" for the northwest corner of the remaining portion of the 76.356 acre tract of land, an interior corner of The Links at Scenic Hills, Unit 3 and a westerly corner of the tract of land described herein;

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THENCE: N 12° 20' 23" W, along and with the northeast lines of The Links at Scenic Hills, Unit 3, the remaining portion of a 168.088 acre tract of land conveyed to Investment Scenic Hills, LTD, of record in Volume 1634 Page 179 of the Official Public Records of Guadalupe County, Texas, The Links at Scenic Hills, Unit 1, a subdivision plat of record in Volume 7 Page 389 of the Map and Plat Records of Guadalupe County, Texas, the Replat of Fairhaven, Unit 2, a subdivision plat of record in Volume 7 Page 447 of the Map and Plat Records of Guadalupe County, Texas, Fairhaven, Unit 2, a subdivision plat of record in Volume 7 Page 224 of record in the Map and Plat Records of Guadalupe County, Texas, the northwest line of the remaining portion of the 76.356 acre tract of land, the west line of the 149.5 acre tract of land and the remaining portion of the 118.86 acre tract of land, at a distance of 1335.20 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" in the northeast line of Lot 52, Block 26 of The Links At Scenic Hills, Unit 1 of record in Volume 7 Page 389 of the Map and Plat Records of Guadalupe County, Texas and for the southwest corner of a 23.76 acre tract of land conveyed to the Board of Trustees of The Schertz-Cibolo-Universal City Independent School District of record in Volume 4176 Page 283 of the Official Public Records of Guadalupe County, Texas, for a westerly corner of the tract described herein, from which a found ½" iron rod with a plastic cap stamped "C-B SA PROP", for the northeast corner of Lot 57, Block 26 of the Replat of Fairhaven, Unit 2, the southeast corner of Lot 36, of the Fairhaven, Unit 2 bears N 12° 20' 23" W, a distance of 197.59 feet;

THENCE: Along and with the 23.76 acre tract of land, into and across the 148.57 acre tract of land and the remaining portion of the 118.86 acre tract of land, the following nine (9) calls and distances:

1. N 79°11'57" E, a distance of 596.17 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for an angle point of the tract described herein,
2. N 50°03'22" E, a distance of 820.77 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for a southeast corner of the tract of land described herein,
3. N 33°40'59" W, a distance of 722.00 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for a northeasterly corner of the tract of land described herein,
4. S 56°18'31" W, a distance of 241.20 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for an angle point of the tract of land described herein,
5. S 63°45'09" W, a distance of 567.84 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for an angle point of the tract of land described herein,
6. S 77°39'37" W, a distance of 234.68 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for an interior corner of the tract of land described herein,
7. N 12°20'23" W, a distance of 361.41 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for an angle point of the tract of land described herein,
8. N 29°38'53" W, a distance of 305.62 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for a northeasterly corner of the tract of land described herein, and
9. S 60°21'07" W, a distance of 50.00 feet to a set ½" iron rod with a blue plastic cap stamped "KFW Surveying" for the southeast corner of Lot 17 of Fairhaven, Unit 2, at the termination of the northeast right-of-way line of Black Butte, a 50' right-of-way, of record in Volume 6 Page 763 of the Map and Plat Records of Guadalupe County and a southwesterly corner of the tract of land described herein;

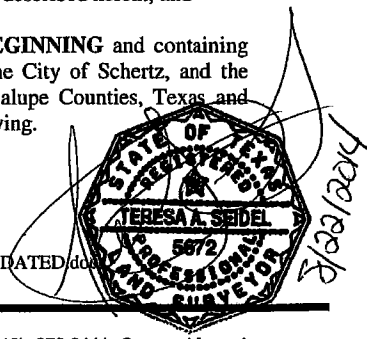
THENCE: N 29° 38' 53" W, along and with the northeast line of The Ridge at Scenic Hills, Unit 1, a subdivision plat of record in Volume 6 Page 763 of the Map and Plat Records of Guadalupe County, Texas and The Fairways at Scenic Hills, Unit 3B, a subdivision plat of record in Volume 7 Page 203 of

the Map and Plat Records of Guadalupe County, Texas, the southwest line of the 148.57 acre tract of land and the 130.3 acre tract of land, a distance of **912.18** feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW Surveying" for the northwest corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod for the southwest corner of Lot 23 and the northeast corner of Lot 26 and for an angle point in the southeast line of The Fairways of Scenic Hills, Unit 3B, for an angle point in the southwest line of the 130.3 acre tract of land bears N 29° 38' 53" W, a distance of 100.78 feet;

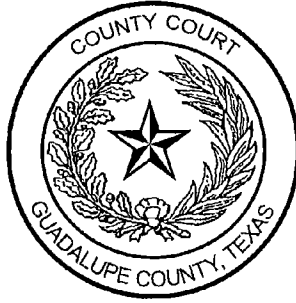
THENCE: Departing of the northeast line of Lot 26 in The Fairways at Scenic Hills, Unit 3B and into and across the 130.3 acre tract and the remaining portion of the 10.608 acre tract, the following ten (10) calls and distances:

1. N 53° 02' 42" E, a distance of **1147.11** feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW Surveying" for an angle point of the tract described herein,
2. N 66° 26' 37" E, a distance of **241.33** feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW Surveying" for an interior corner of the tract described herein,
3. N 06° 46' 13" W, a distance of **622.12** feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW Surveying", for a point of curvature to the left,
4. with a curve to the left, having an arc of **26.76** feet, a radius of **1350.00** feet, a delta of **01°08'08"** and a chord bears N 07°20'17"W, a distance of **26.76** feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW Surveying", for a compound curve,
5. with a curve to the left, having an arc of **6.38** feet, a radius of **5.00** feet, a delta of **73°03'51"** and a chord bears N 44°26'17"W, a distance of **5.95** feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW Surveying", for a point of reverse curve,
6. with a curve to the right, having an arc of **361.36** feet, a radius of **155.00** feet, a delta of **133°34'31"** and a chord bears N 14°10'57"W, a distance of **284.91** feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW Surveying", for a point of reverse curve,
7. with a curve to the left, having an arc of **6.38** feet, a radius of **5.00** feet, a delta of **73°03'51"** and a chord bears N 16°04'23"E, a distance of **5.95** feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW Surveying", for a point of compound curve,
8. with a curve to the left, having an arc of **312.45** feet, a radius of **1350.00** feet, a delta of **13°15'39"** and a chord bears N 27°05'23"W, a distance of **311.76** feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW Surveying", for a compound curve,
9. with a curve to the left, having an arc of **1107.42** feet, a radius of **730.00** feet, a delta of **86°55'07"** and a chord bears N 77°10'46"W, a distance of **1004.25** feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW Surveying", for a corner of the tract described herein, and
10. N 30° 38' 19" W, a distance of **20.00** feet to the **POINT OF BEGINNING** and containing **522.18** acres, or **22,745,943** square feet more or less situated in the City of Schertz, and the extraterritorial jurisdiction of the City of Cibolo, Comal and Guadalupe Counties, Texas and being described in accordance with a survey prepared by KFW Surveying.

Job No.: 13-016
 Prepared by: KFW Surveying
 Date: July 17, 2014
 Revised: August 22, 2014
 File: S:\Draw 2013\13-016 Nortex\DOCS\FN 522.18AC-RES AREA UPDATED.dwg



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This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

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