

1. Ownership of the Property. The Owner hereby represents and warrants that, as of the Effective Date, it has not conveyed, assigned, or transferred all or any portion of its interest in the Property to any other person or entity (any such person or entity referred to herein as “Purchaser”), nor is it a party to any contract or other understanding to do so that is not subject to this Agreement.

2. Construction of Improvements; Covenants. The Owner and the City covenant and agree to the following:

- a) The Owner is obligated by Section 21.12.10 of the City’s Unified Development Code to construct, or cause to be constructed, improvements to Boenig Drive (such improvements shall be referred to herein as the “Improvements”).
- b) These improvements shall be constructed with Unit 2 of the development, or be initiated by the developer by January 1, 2024, whichever occurs first.
- c) The cost of the Improvements for **Graytown Subdivision Unit 1A** is estimated to be **One Hundred Forty-Eight Thousand Four Hundred Ninety-Eight and 61/100 Dollars (\$148,498.61)** (the “Cost Estimate”), as more particularly shown on **Exhibit “B”** attached hereto and made a part hereof for all purposes. The Owner and the City agree that the amount of the Cost Estimate set forth herein is a commercially reasonable estimate of the cost of the Improvements.
- d) In lieu of the Owner’s obligation to construct, or cause to be constructed, the Improvements, at or before the Final Plat Recordation, Owner shall provide to the City, concurrent with the execution of this Agreement, surety in the form attached hereto as **Exhibit “C”** (the “Surety”) in an amount equal to 125% of the Cost Estimate amount **One Hundred Eighty-Five Thousand Six Hundred Twenty-Three and 26/100 Dollars (\$185,623.26)** (the “Improvement Funds”).
- e) Owner requests to defer the start of construction of the public improvements until January 1, 2024 or the start of Construction of Graytown Subdivision Unit 2, whichever occurs first in accordance with the Construction Plans and in full compliance with City of Schertz Unified Development Code Section 21.4.15, which is incorporated by reference herein as though fully set forth in this Section of this Agreement. For the purpose of clarification, and in no way limiting Owner’s obligations under Section 21.4.15, the Parties agree that full completion of construction of the Improvements shall not occur until the City accepts the Improvements in the manner prescribed in Section 21.4.15. D., and Owner provides a warranty bond) which shall be exactly twenty percent (20%) of the Cost Estimate.
- f) Owner agrees to complete the Improvements by July 1, 2025.

- g) In the event Owner fails to begin the construction of the Improvements by January 1, 2024 or in conjunction with Unit 2, whichever occurs first, or complete the Improvements by July 1, 2025 in the manner prescribed herein, City may declare this Agreement to be in default and at the City's sole discretion:
- (i) require that all Improvements be installed by Owner regardless of the extent of completion of the improvements on the Property at the time the Agreement is declared to be in default;
 - (ii) unilaterally draw from the Improvement Funds sufficient amount to complete the Improvements itself or through a third party; or
 - (iii) assign the Improvement Funds to any third party, including a subsequent owner of the Property, provided that such Improvement Funds shall only be assigned for the purpose of causing the construction of the Improvements by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Improvements.
- h) Within 30 days of the City's acceptance of the Improvements, the City shall release the Surety to Owner and the Parties shall have no further obligation to each other under this Agreement.

3. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C)(2.) of the City's Unified Development Code, and the Owner represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

4. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

6. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

7. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Owner and the City. The Owner and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

8. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United

States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Owner:

2020 FI Graytown, LLC
11 Lyn Batts Lane, Suite 100
San Antonio, TX 78218

If to the City:

CITY OF SCHERTZ
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

9. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

11. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.

12. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in

the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

[Signatures and acknowledgments on the following pages]

Signature Page to
Improvement Agreement

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Owner:

2020 FI Graytown, LLC

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, the _____ of 2020 FI Graytown LLC, on behalf of said limited liability company.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Improvement Agreement

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City: _____

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, its City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

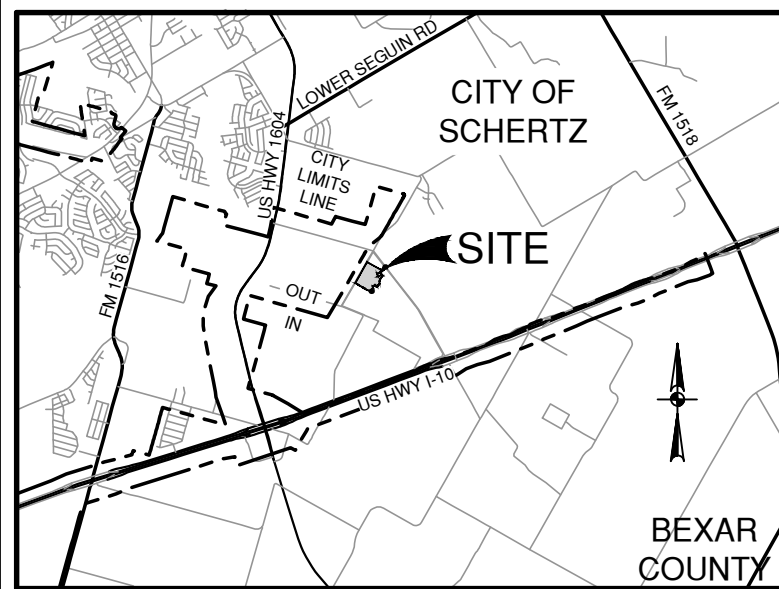
My Commission Expires: _____

EXHIBIT "A"

The Property

Approved Final Exhibit
and
Legal Metes and Bounds

[See attached]



LOCATION MAP

NOT-TO-SCALE

LEGEND

- | | |
|---|----------------------------------|
| AC ACRE(S) | VOL VOLUME |
| BLK BLOCK | PG PAGE(S) |
| BSL BUILDING SETBACK LINE | ROW RIGHT-OF-WAY |
| CB COUNTY BLK | ● FOUND 1/2" IRON ROD |
| DOC DOCUMENT NUMBER (SURVEYOR) | ○ (UNLESS NOTED OTHERWISE) |
| DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS | ○ SET 1/2" IRON ROD (PD) |
| GETCTV GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION | ○ EASEMENT POINT OF INTERSECTION |
| OPR OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS | |
| CENTERLINE | |
| EXISTING 100-YR FEMA FLOODPLAIN | |

- | | |
|--|---|
| ① 14' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT | ⑩ 54' WIDE DRAINAGE EASEMENT (DOC NO. 20190112109, OPR) |
| ② 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT | ⑪ 14' GAS EASEMENT (DOC NO. 20190186859, OPR) |
| ③ 1' VEHICULAR NON-ACCESS EASEMENT (NOT-TO-SCALE) | ⑫ 20' WATER EASEMENT (DOC NO. _____) |
| ④ RIGHT-OF-WAY DEDICATION (0.279 OF AN ACRE) | ⑬ 25' DRAINAGE EASEMENT (DOC NO. _____) |
| | ⑭ VARIABLE WIDTH TURN AROUND, GRADING, ACCESS, SANITARY SEWER, WATER, DRAINAGE, GETCTV EASEMENT (DOC NO. _____) |
| | ⑮ 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (DOC NO. _____) |
| | ⑯ 16' SANITARY SEWER EASEMENT (DOC NO. _____) |
| | ⑰ 16' SANITARY SEWER EASEMENT (DOC NO. _____) |
| | ⑱ 20' SANITARY SEWER EASEMENT (VOL 17404, PG 2009, OPR) |

SURVEYOR'S NOTES:

- MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION AS NOTED. MONUMENTS AND LOT MARKERS WILL BE SET WITH 3/8" IRON ROD WITH CAP MARKED "PAPE-DAWSON" OR MAG. NAIL WITH DISK MARKED "PAPE-DAWSON" AFTER THE COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.
- COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
- DIMENSIONS SHOWN ARE SURFACE.
- BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SCHERTZ PLANNING COMMISSION.

STATE OF TEXAS
COUNTY OF BEXAR

LICENSED PROFESSIONAL ENGINEER
CALEB M. CHANCE, PE 98401

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: PAPE-DAWSON ENGINEERS, INC.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

REGISTERED PROFESSIONAL LAND SURVEYOR
TOM H. MILO, PLS 6819

CPS:

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOP'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDING, STRUCTURE, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.

2. ANY CPS ENERGY MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY INFRASTRUCTURE AND SERVICE FACILITIES LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.

3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.

4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY UNDERGROUND ELECTRIC AND GAS FACILITIES.

5. ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) AND TEN (10) FOOT WIDE EASEMENTS.

SAN ANTONIO RIVER AUTHORITY EDU:

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUS) PAID FOR THE SUBDIVISION PLAT IS KEPT ON FILE AT THE SAN ANTONIO RIVER AUTHORITY UNDER THE PLAT NUMBER.

NOTE:

- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCES AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND PERMITS.
- ANY DEVELOPMENT SHALL BE IN ACCORDANCE WITH FLOODPLAIN ORDINANCE IN EFFECT AT THE TIME OF CONSTRUCTION APPLICATION.

FLOODPLAIN NOTE:

PER CITY OF SCHERTZ FLOODPLAIN ORDINANCE, ALL PROPERTIES WITHIN 100 FEET OF THE EFFECTIVE 100-YR SPECIAL FLOOD HAZARD AREA BOUNDARY (ZONE A) WILL REQUIRE ELEVATION CERTIFICATES TO ENSURE COMPLIANCE WITH THE CURRENT EFFECTIVE ORDINANCE.

| LINE # | BEARING | LENGTH |
|--------|-------------|---------|
| L1 | N38°24'24"W | 70.00' |
| L2 | N51°40'57"E | 119.96' |
| L3 | N54°31'46"E | 201.33' |
| L4 | N51°40'57"E | 32.29' |
| L5 | S81°46'18"W | 52.72' |
| L6 | S81°3'42"E | 130.00' |
| L7 | S81°46'18"W | 91.68' |
| L8 | S58°39'16"W | 122.18' |
| L9 | N42°31'56"W | 74.20' |
| L10 | N21°17'45"E | 95.64' |
| L11 | N1°25'30"E | 116.49' |
| L12 | N40°34'58"E | 87.22' |
| L13 | N51°55'59"E | 62.12' |
| L14 | N11°37'43"E | 38.71' |
| L15 | N86°52'04"E | 18.66' |
| L16 | S55°54'57"E | 97.36' |
| L17 | S89°37'01"E | 31.74' |
| L18 | N55°47'35"E | 53.30' |
| L19 | N21°19'16"E | 35.29' |
| L20 | N12°17'47"W | 45.67' |
| L21 | N34°36'33"E | 110.01' |

| LINE # | BEARING | LENGTH |
|--------|-------------|---------|
| L22 | N22°07'19"E | 74.20' |
| L23 | S59°59'41"E | 129.98' |
| L24 | S49°10'12"W | 136.40' |
| L25 | S51°40'57"W | 89.80' |
| L26 | N38°24'24"W | 70.00' |
| L27 | N60°00'00"E | 54.06' |
| L28 | S60°00'49"E | 50.00' |
| L29 | S60°00'00"E | 50.00' |
| L30 | S60°00'00"E | 107.55' |
| L31 | N29°46'57"E | 80.00' |
| L32 | N60°00'00"W | 107.85' |
| L33 | N18°13'42"W | 17.50' |
| L34 | S81°46'18"W | 36.74' |
| L35 | S51°40'57"W | 32.29' |
| L36 | N30°00'00"E | 116.21' |
| L37 | N18°13'42"W | 5.12' |
| L38 | S30°00'00"W | 15.42' |
| L39 | S60°00'00"W | 54.06' |
| L40 | S30°00'00"W | 10.32' |
| L41 | S60°00'00"E | 121.34' |
| L42 | S60°00'00"E | 121.34' |

FLOODPLAIN VERIFICATION:

A PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP PANEL: 48029C0435G. EFFECTIVE DATE SEPTEMBER 19, 2010. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.

COMMON AREA MAINTENANCE:

ALL OPEN SPACE, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS OR OTHER AREAS IDENTIFIED AS PRIVATE SHALL BE THE RESPONSIBILITY OF OWNER OR OWNERS SUCCESSORS AND/OR ASSIGNS PROVIDED SUCH SUCCESSOR OR ASSIGN IS APPROVED BY THE CITY.

LOT 901, 902, BLOCK 1, LOT 901, BLOCK 2, LOT 901, BLOCK 3, LOT 901, BLOCK 4, LOT 901, BLOCK 5, IS DESIGNATED AS OPEN SPACE AND AS A COMMON AREA AND A DRAINAGE, SEWER, WATER, ELECTRIC, GAS, TELEPHONE AND CABLE TV EASEMENT.

RESIDENTIAL FINISHED FLOOR

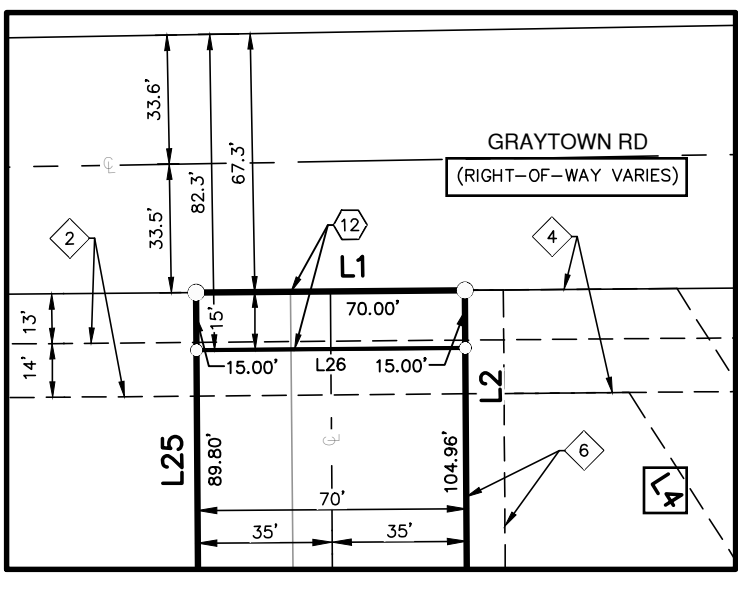
RESIDENTIAL FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF EIGHT (8) INCHES ABOVE FINAL ADJACENT GRADE.

DETENTION & MAINTENANCE:

STORM WATER DETENTION IS REQUIRED FOR PROPERTY WITHIN THE BOUNDARY OF THIS PLAT. BUILDING PERMITS SHALL BE ISSUED ONLY IN CONJUNCTION WITH NECESSARY STORM WATER DETENTION APPROVED BY THE CITY OF SCHERTZ FLOODPLAIN ADMINISTRATOR. THE PROPERTY MAY BE ELIGIBLE TO POST A FEE IN LIEU OF DETENTION (FLO) IF OFFSITE DRAINAGE CONDITIONS ALLOW BUT ONLY WHEN APPROVED BY THE CITY OF SCHERTZ FLOODPLAIN ADMINISTRATOR. MAINTENANCE OF ON-SITE STORM WATER DETENTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR THE PROPERTY OWNERS' ASSOCIATION AND ITS SUCCESSORS OR ASSIGNS AND IS NOT THE RESPONSIBILITY OF THE CITY OF SCHERTZ OR BEXAR COUNTY.

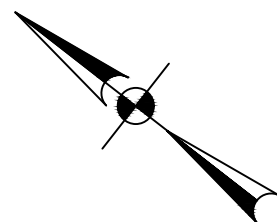
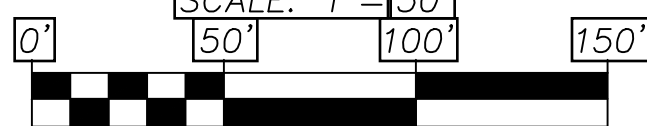
IMPACT FEE:

WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.



DETAIL "A"

SCALE: 1" = 50'



PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TPE FIRM REGISTRATION #470 | TPLS FIRM REGISTRATION #10029800
DATE OF PREPARATION: July 19, 2022
BUILDABLE LOTS = 47 LOTS

CERTIFICATION BY CITY ENGINEER:

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION AND THE CITY AS TO WHICH THIS APPROVAL REQUIRED.

CITY ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I, (WE) THE OWNER(S) OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE GRAYTOWN UNIT 1A OF SCHERTZ, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: LLOYD A. DENTON, JR.
2020 FI GRAYTOWN, LLC
11 LYNN BATTIS LANE SUITE 100
SAN ANTONIO, TEXAS 78218
(210)828-6131

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LLOYD A. DENTON, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

PLANNING AND ZONING COMMISSION:

THIS PLAT OF GRAYTOWN UNIT - 1A HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, AND HEREBY APPROVED BY SUCH COMMISSION.

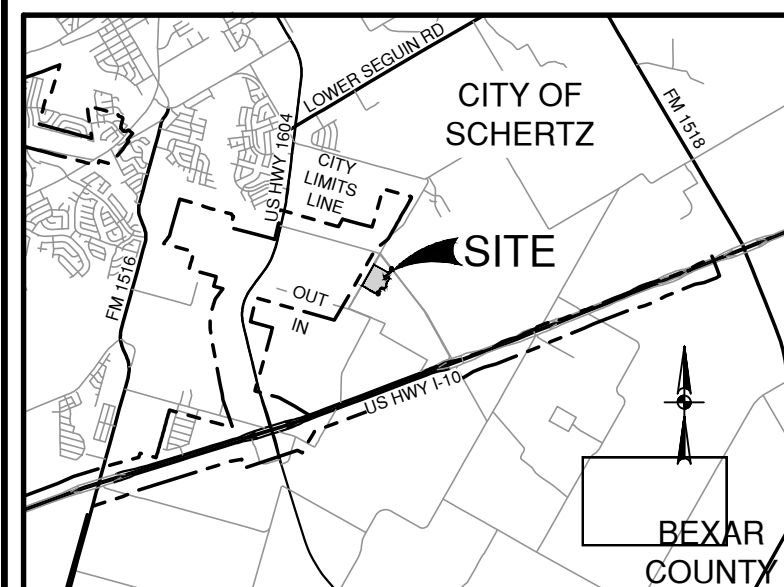
BY _____
CHAIRMAN

BY _____
SECRETARY

SUBDIVISION PLAT OF GRAYTOWN - UNIT 1A

BEING A TOTAL OF 22.148 AC TRACT OF LAND OUT OF A 204.795 AC TRACT CONVEYED TO 2020 FI GRAYTOWN LLC BY DEED RECORDED IN DOCUMENT NUMBER 20200277080 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT 828, BEXAR COUNTY.

PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT



LOCATION MAP
NOT-TO-SCALE

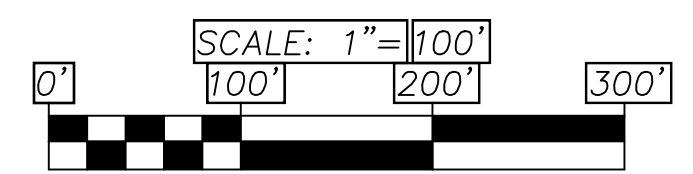
LEGEND

- | | | | |
|--------|---|-----|--|
| AC | ACRE(S) | VOL | VOLUME |
| BLK | BLOCK | PG | PAGE(S) |
| BSL | BUILDING SETBACK LINE | ROW | RIGHT-OF-WAY |
| CB | COUNTY BLK | ● | FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE) |
| DOC | DOCUMENT NUMBER (SURVEYOR) | ○ | SET 1/2" IRON ROD (PD) |
| DPR | DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS | ○ | EASEMENT POINT OF INTERSECTION |
| GETCTV | GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION | | |
| OPR | OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS | | |
-
- | | |
|-------|---------------------------------|
| — | CENTERLINE |
| - - - | EXISTING 100-YR FEMA FLOODPLAIN |

CPS:

- CITY PUBLIC SERVICE BOARD (CPS ENERGY) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," "SANITARY SEWER EASEMENT" AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDING, STRUCTURE, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
- ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
- THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.
- CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY UNDERGROUND ELECTRIC AND GAS FACILITIES.
- ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) AND TEN (10) FOOT WIDE EASEMENTS.

OWNER: BARNETT GLENN H & JANET K
10650 BOENIG DR
SCHERTZ, TX 78154 6008
LAND USE: UNDEVELOPED
(VOLUME 2201, PAGE 542, OPR)



PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028900
DATE OF PREPARATION: July 19, 2022
BUILDABLE LOTS = 47 LOTS

CERTIFICATION BY CITY ENGINEER:
I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION AND THE CITY AS TO WHICH THIS APPROVAL REQUIRED.

CITY ENGINEER
STATE OF TEXAS
COUNTY OF BEXAR
I, (WE) THE OWNER(S) OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE GRAYTOWN UNIT 1A OF SCHERTZ, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS WATERCOURSES, DRAINAGE, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: LLOYD A. DENTON, JR.
2020 FI GRAYTOWN, LLC
11 LYNN BATTIS LANE SUITE 100
SAN ANTONIO, TEXAS 78218
(210)828-6131

STATE OF TEXAS
COUNTY OF BEXAR
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LLOYD A. DENTON, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20__

NOTARY PUBLIC, BEXAR COUNTY, TEXAS
PLANNING AND ZONING COMMISSION:

THIS PLAT OF GRAYTOWN UNIT - 1A HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, AND HEREBY APPROVED BY SUCH COMMISSION.

BY _____ CHAIRMAN

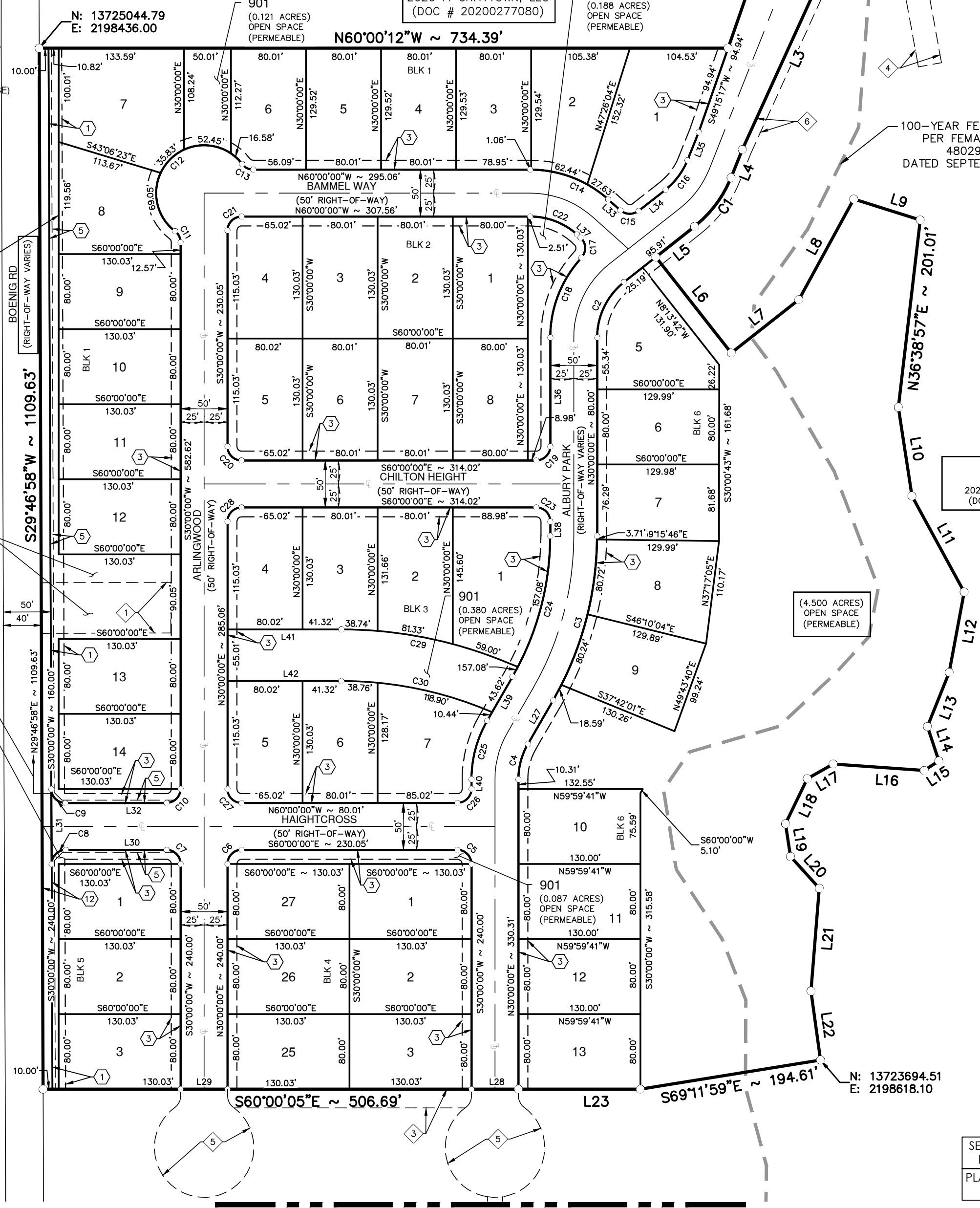
BY _____ SECRETARY

- | | | | |
|---|--|---|---|
| ① | 14' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT | ① | 54' WIDE DRAINAGE EASEMENT (DOC NO. 20190112109, OPR) |
| ② | 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT | ② | 14' GAS EASEMENT (DOC NO. 20190186859, OPR) |
| ③ | 1' VEHICULAR NON-ACCESS EASEMENT (NOT-TO-SCALE) | ③ | 20' WATER EASEMENT (DOC NO. _____) |
| ④ | RIGHT-OF-WAY DEDICATION (0.279 OF AN ACRE) | ④ | 25' DRAINAGE EASEMENT (DOC NO. _____) |
| ⑤ | | ⑤ | VARIABLE WIDTH TURN AROUND, GRADING, ACCESS, SANITARY SEWER, WATER, DRAINAGE, GETCTV EASEMENT (DOC NO. _____) |
| ⑥ | | ⑥ | 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (DOC NO. _____) |
| ⑦ | | ⑦ | 16' SANITARY SEWER EASEMENT (DOC NO. _____) |
| ⑧ | | ⑧ | 16' SANITARY SEWER EASEMENT (DOC NO. _____) |
| ⑨ | | ⑨ | 20' SANITARY SEWER EASEMENT (VOL 17404, PG 2009, OPR) |

SUBDIVISION PLAT OF GRAYTOWN - UNIT 1A

BEING A TOTAL OF 22.148 AC TRACT OF LAND OUT OF A 204.795 AC TRACT CONVEYED TO 2020 FI GRAYTOWN LLC BY DEED RECORDED IN DOCUMENT NUMBER 20200277080 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT 828, BEXAR COUNTY.

SEE SHEET 1 OF 3 FOR PLAT NOTES, LEGEND, LINE & CURVE TABLES
PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT



STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SCHERTZ PLANNING COMMISSION.

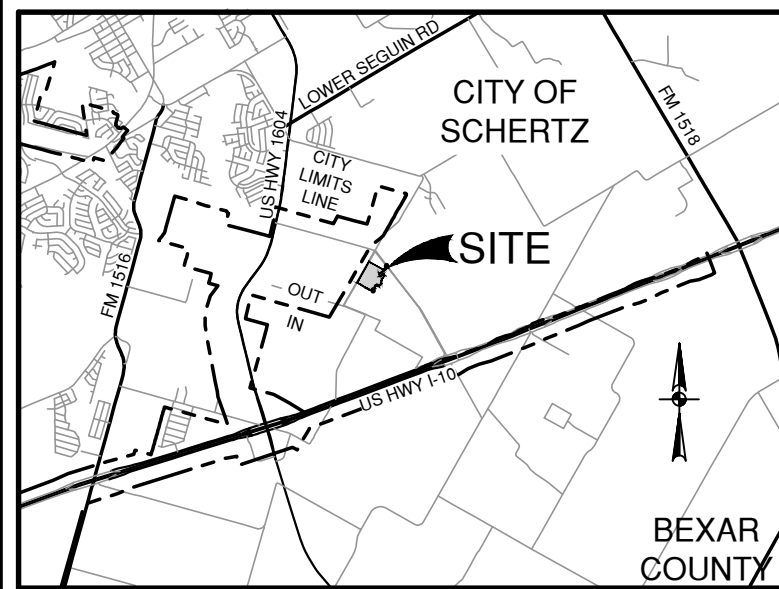
LICENSED PROFESSIONAL ENGINEER
CALEB M. CHANGE, PE 98401

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: PAPE-DAWSON ENGINEERS, INC.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
REGISTERED PROFESSIONAL LAND SURVEYOR
TOM H. MILO, PLS 6819



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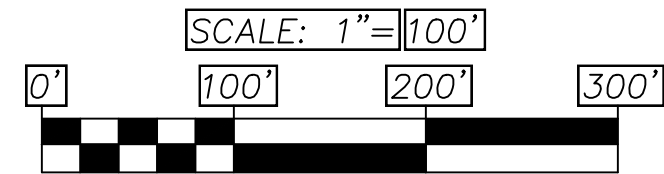
LOCATION MAP
NOT-TO-SCALE

CPS:
 1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SEWER EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," "SANITARY SEWER EASEMENT" AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, SEWER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDING, STRUCTURE, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
 2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
 3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.
 4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY UNDERGROUND ELECTRIC AND GAS FACILITIES.
 5. ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) AND TEN (10) FOOT WIDE EASEMENTS.

LEGEND

| | | | |
|--------|---|-------|---------------------------------|
| AC | ACRE(S) | VOL | VOLUME |
| BLK | BLOCK | PG | PAGE(S) |
| BSL | BUILDING SETBACK LINE | ROW | RIGHT-OF-WAY |
| CB | COUNTY BLK | ● | FOUND 1/2" IRON ROD |
| DOC | DOCUMENT NUMBER | ○ | (UNLESS NOTED OTHERWISE) |
| DPR | DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS | ○ | SET 1/2" IRON ROD (PD) |
| GETCTV | GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION | ○ | EASEMENT POINT OF INTERSECTION |
| OPR | OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS | — | CENTERLINE |
| — | — | - - - | EXISTING 100-YR FEMA FLOODPLAIN |

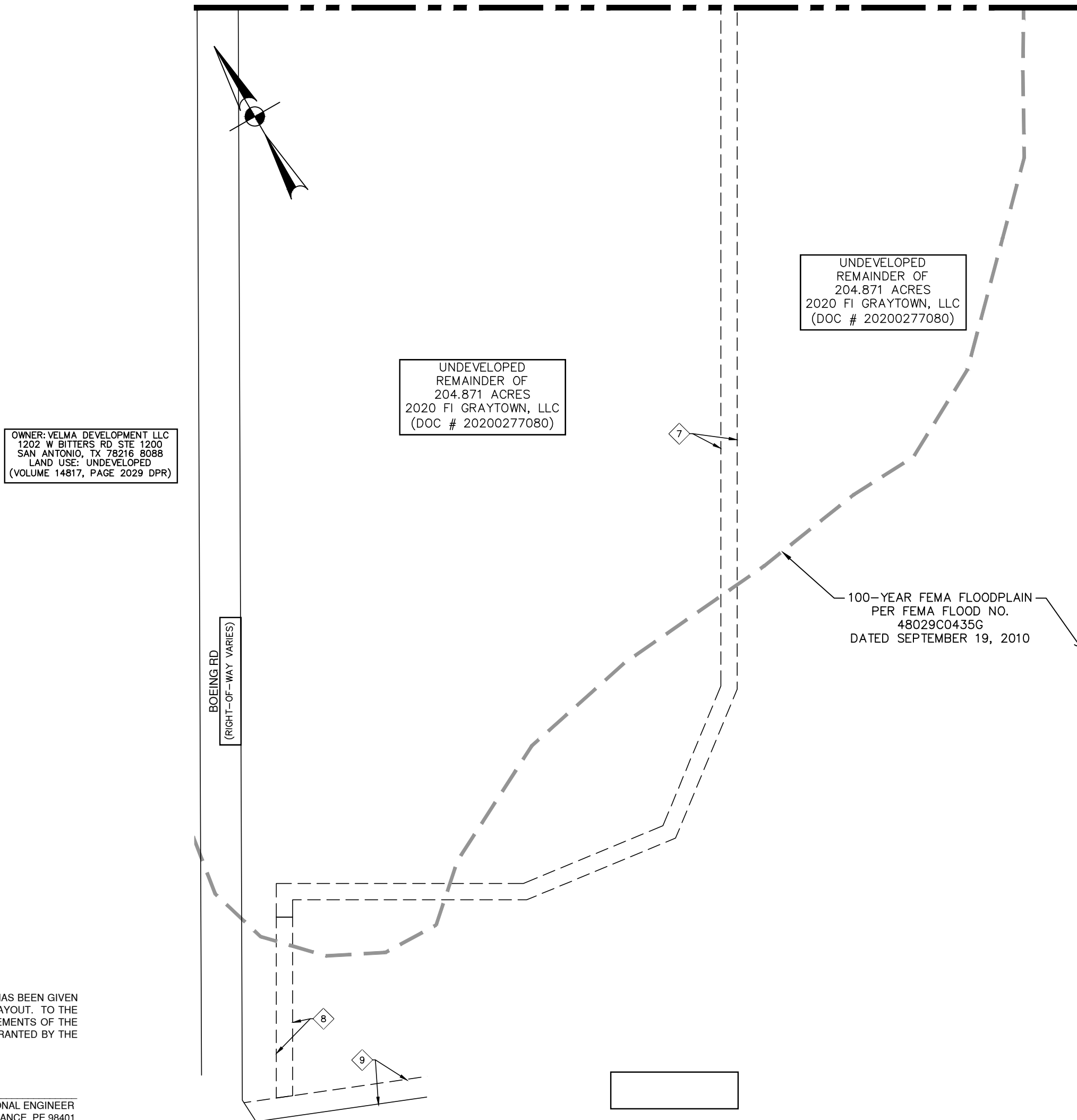
- ① 14' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
- ② 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
- ③ 1' VEHICULAR NON-ACCESS EASEMENT (NOT-TO-SCALE)
- ④ 25' DRAINAGE EASEMENT (DOC NO. _____)
- ⑤ VARIABLE WIDTH TURN AROUND, GRADING, ACCESS, SANITARY SEWER, WATER, DRAINAGE, GETCTV EASEMENT (DOC NO. _____)
- ⑥ 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (DOC NO. _____)
- ⑦ 16' SANITARY SEWER EASEMENT (DOC NO. _____)
- ⑧ 16' SANITARY SEWER EASEMENT (DOC NO. _____)
- ⑨ 20' SANITARY SEWER EASEMENT (VOL. 17404, PG. 2009, OPR)



PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TPPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028900
 DATE OF PREPARATION: July 19, 2022
 BUILDABLE LOTS = 47 LOTS

MATCHLINE "A" - SEE SHEET 2 OF 3



OWNER: VELMA DEVELOPMENT LLC
 1202 W BITTERS RD, STE 1200
 SAN ANTONIO, TX 78216-8088
 LAND USE: UNDEVELOPED
 (VOLUME 14817, PAGE 2029 DPR)

UNDEVELOPED
 REMAINDER OF
 204.871 ACRES
 2020 FI GRAYTOWN, LLC
 (DOC # 20200277080)

UNDEVELOPED
 REMAINDER OF
 204.871 ACRES
 2020 FI GRAYTOWN, LLC
 (DOC # 20200277080)

100-YEAR FEMA FLOODPLAIN
 PER FEMA FLOOD NO.
 48029C0435G
 DATED SEPTEMBER 19, 2010

BOEVING RD.
 (RIGHT-OF-WAY VARIES)

STATE OF TEXAS
 COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SCHERTZ PLANNING COMMISSION.

LICENSED PROFESSIONAL ENGINEER
 CALEB M. CHANCE, PE 98401

STATE OF TEXAS
 COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: PAPE-DAWSON ENGINEERS, INC.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

REGISTERED PROFESSIONAL LAND SURVEYOR
 TOM H. MILO, PLS 6819

PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT

NOTE:
 SEE SHEET 1 FOR CURVE AND LINE TABLE.

CERTIFICATION BY CITY ENGINEER:
 I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION AND THE CITY AS TO WHICH THIS APPROVAL REQUIRED.

CITY ENGINEER
 STATE OF TEXAS
 COUNTY OF BEXAR

I, (WE) THE OWNER(S) OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE GRAYTOWN UNIT 1A OF SCHERTZ, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: LLOYD A. DENTON, JR.
 2020 FI GRAYTOWN, LLC
 11 LYNN BATS LANE SUITE 100
 SAN ANTONIO, TEXAS 78218
 (210)828-6131

STATE OF TEXAS
 COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LLOYD A. DENTON, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE
 ___ DAY OF _____, 20__

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

PLANNING AND ZONING COMMISSION:

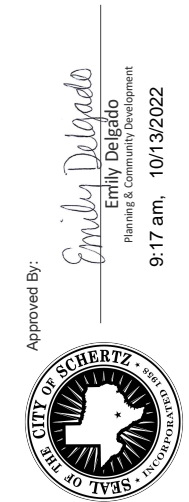
THIS PLAT OF GRAYTOWN UNIT - 1A HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, AND HEREBY APPROVED BY SUCH COMMISSION.

BY _____
 CHAIRMAN

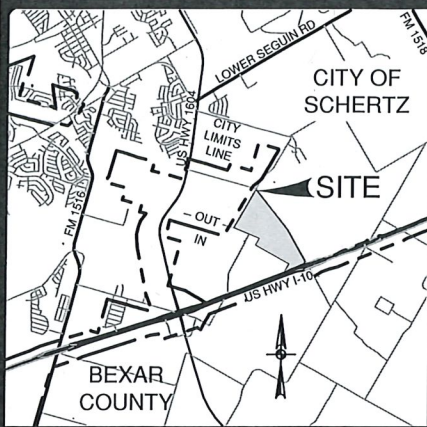
BY _____
 SECRETARY

SUBDIVISION PLAT
 OF
 GRAYTOWN - UNIT 1A

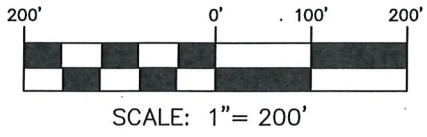
BEING A TOTAL OF 22.148 AC TRACT OF LAND OUT OF A 204.795 AC TRACT CONVEYED TO 2020 FI GRAYTOWN, LLC BY DEED RECORDED IN DOCUMENT NUMBER 20200277080 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT 828, BEXAR COUNTY.



C:\Users\jld\OneDrive\Documents\Projects\Graytown Unit 1A\Graytown Unit 1A.dwg 11/15/2022 7:35 AM - User: G. Delgado

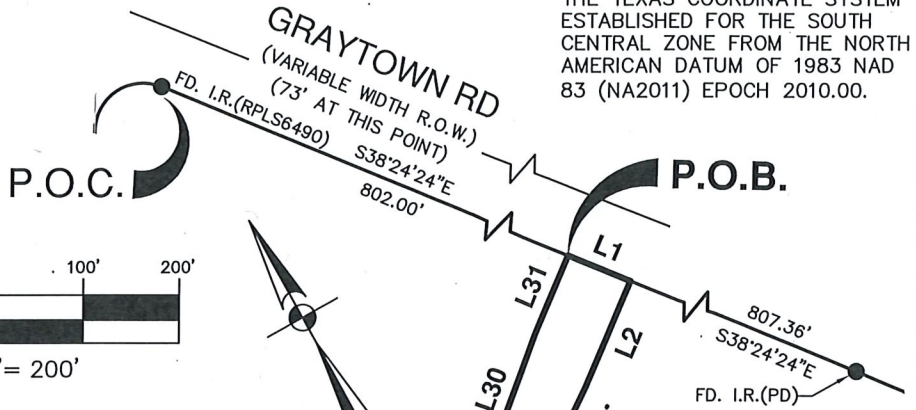


LOCATION MAP
NOT-TO-SCALE



LEGEND:
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 PR PLAT RECORDS OF BEXAR COUNTY, TEXAS
 FIR FOUND 1/2" IRON ROD

NOTES:
 1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 11686-03 BY PAPE-DAWSON ENGINEERS, INC.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



SUMMERHILL SUBDIVISION UNIT 3
(VOL. 20001, PG. 1290-1291, PR)

CITY OF SAN ANTONIO
CITY OF SCHERTZ

ANTONIO ZAMORA
SURVEY NO. 36
ABSTRACT 828
COUNTY BLOCK 5083

CALLED 204.795 AC
2020 FI GRAYTOWN, LLC
(DOC. NO. 20200277080, OPR)

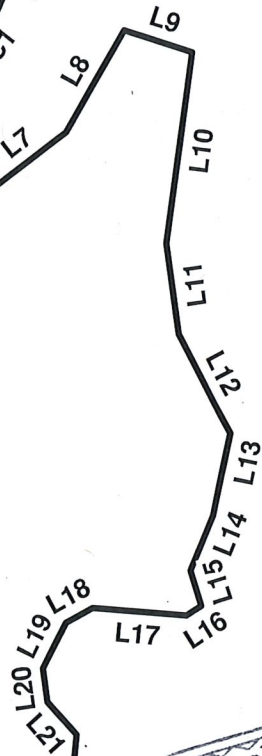
GRAYTOWN UNIT 1
22.148 ACRES
(964,789 SQ. FT. MORE OR LESS)

J.F. SHEPHERD
SURVEY NO. 314
ABSTRACT 678

BOENIG DRIVE
(40' R.O.W.)

L28

L29



L27

L26

L25

L24



[Handwritten Signature]
7/2/2021

JULY 2021

SHEET 1 OF 2

JOB No.: 11686-03

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L1 | S38°24'24"E | 70.00' |
| L2 | S51°40'57"W | 119.96' |
| L3 | S54°31'46"W | 201.33' |
| L4 | S51°40'57"W | 32.29' |
| L5 | S81°46'18"W | 54.97' |
| L6 | S08°13'42"E | 130.00' |
| L7 | N81°46'18"E | 93.93' |
| L8 | N58°39'16"E | 122.18' |
| L9 | S42°31'56"E | 74.20' |
| L10 | S36°38'57"W | 201.01' |
| L11 | S21°17'45"W | 95.64' |
| L12 | S01°25'30"W | 116.49' |
| L13 | S40°34'58"W | 87.22' |
| L14 | S51°55'59"W | 62.12' |
| L15 | S11°37'43"W | 38.71' |
| L16 | S86°52'04"W | 18.66' |

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | LENGTH |
| L17 | N55°54'57"W | 97.36' |
| L18 | N89°37'01"W | 31.74' |
| L19 | S55°47'35"W | 53.30' |
| L20 | S21°19'16"W | 35.29' |
| L21 | S12°17'47"E | 45.67' |
| L22 | S34°36'33"W | 110.01' |
| L23 | S22°07'19"W | 74.20' |
| L24 | N69°11'59"W | 194.61' |
| L25 | N59°59'41"W | 129.98' |
| L26 | N60°00'49"W | 50.00' |
| L27 | N60°00'00"W | 456.69' |
| L28 | N29°46'58"E | 1109.63' |
| L29 | S60°00'12"E | 734.39' |
| L30 | N49°10'12"E | 136.40' |
| L31 | N51°40'57"E | 89.80' |

| CURVE TABLE | | | | | |
|-------------|---------|-----------|---------------|--------|--------|
| CURVE | RADIUS | DELTA | CHORD BEARING | CHORD | LENGTH |
| C1 | 125.00' | 30°05'22" | S66°43'37"W | 64.89' | 65.64' |

Date: Jun, 30, 2021, 3:28 PM - User: ID: EStarrling
 File: N:\DWG\11686-03\11686-03 EX 22.148AC Unit 1.dwg



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028900

JULY 2021

SHEET 2 OF 2
 JOB No.:11686-03

REFERENCE:

METES AND BOUNDS DESCRIPTION
FOR GRAYTOWN UNIT 1

A 22.148 acre, or 964,789 square feet more or less, tract of land out of that called 204.795 acre tract conveyed to 2020 FI Graytown, LLC, in deed recorded in Document No. 20200277080 of the Official Public Records of Bexar County, Texas, out of the Antonio Zamora Survey No. 36, Abstract No. 828, County Block 5083, of the City of Schertz, Bexar County, Texas. Said 22.148 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found iron rod with a cap marked "RPLS 6490" on the east right-of-way line of Boenig Drive, a 40-foot public right-of-way, the south right-of-way line of Graytown Road, a variable width public right-of-way, same being a northwest corner of said 204.795 acre tract;

THENCE: S 38°24'24" E, along and with the south right-of-way line of said Graytown Road, same being the north line of said 204.795 acre tract, a common line, a distance of 802.00 feet to the POINT OF BEGINNING of the herein described tract;

THENCE: S 38°24'24" E, continuing along said common line, a distance of 70.00 feet to a point;

THENCE: Departing said common line, over and across said 204.795 acre tract the following courses:

S 51°40'57" W, a distance of 119.96 feet to a point;

S 54°31'46" W, a distance of 201.33 feet to a point;

S 51°40'57" W, a distance of 32.29 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 125.00 feet, a central angle of 30°05'22", a chord bearing and distance of S 66°43'37" W, 64.89 feet, for an arc length of 65.64 feet to a point;

S 81°46'18" W, a distance of 54.97 feet to a point;

S 08°13'42" E, a distance of 130.00 feet to a point;

N 81°46'18" E, a distance of 93.93 feet to a point;

N 58°39'16" E, a distance of 122.18 feet to a point;
S 42°31'56" E, a distance of 74.20 feet to a point;
S 36°38'57" W, a distance of 201.01 feet to a point;
S 21°17'45" W, a distance of 95.64 feet to a point;
S 01°25'30" W, a distance of 116.49 feet to a point;
S 40°34'58" W, a distance of 87.22 feet to a point;
S 51°55'59" W, a distance of 62.12 feet to a point;
S 11°37'43" W, a distance of 38.71 feet to a point;
S 86°52'04" W, a distance of 18.66 feet to a point;
N 55°54'57" W, a distance of 97.36 feet to a point;
N 89°37'01" W, a distance of 31.74 feet to a point;
S 55°47'35" W, a distance of 53.30 feet to a point;
S 21°19'16" W, a distance of 35.29 feet to a point;
S 12°17'47" E, a distance of 45.67 feet to a point;
S 34°36'33" W, a distance of 110.01 feet to a point;
S 22°07'19" W, a distance of 74.20 feet to a point;
N 69°11'59" W, a distance of 194.61 feet to a point;
N 59°59'41" W, a distance of 129.98 feet to a point;
N 60°00'49" W, a distance of 50.00 feet to a point;

N 60°00'00" W, a distance of 456.69 feet to a point on the east right-of-way line of said Boenig Drive, same being the west line of said 204.795 acre tract, a common line;

THENCE: N 29°46'58" E, along and with said common line, a distance of 1109.63 feet to a point;

THENCE: Departing said common line, over and across said 204.795 acre tract the following bearings and distances:

S 60°00'12" E, a distance of 734.39 feet to a point;

N 49°10'12" E, a distance of 136.40 feet to a point;

THENCE: N 51°40'57" E, a distance of 89.80 feet to the POINT OF BEGINNING and containing 22.148 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 11686-03 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 2021
JOB NO. 11686-03
DOC. ID. N:\CIVIL\11686-03\Word\11686-03 FN 22.148AC.docx



EXHIBIT “B”

The Cost Estimate

[See attached]

Exhibit B

GRAYTOWN BOENIG DRIVE IMPROVEMENTS OPINION OF PROBABLE CONSTRUCTION COST

I. STREET & DRAINAGE IMPROVEMENTS 6/20/2022

| ITEM NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT |
|--|--------------------------------------|------|-------|-------------|---------------------|
| STREET IMPROVEMENTS | | | | | |
| 1. | Mobilization | LS | 1 | \$20,740.77 | \$20,740.77 |
| 2. | Excavation (Streets) | CY | 2,702 | \$6.00 | \$16,212.30 |
| 3. | Local Street - Residential | | | | |
| | a. 3" HMAC Type "D" | SY | 4,906 | \$17.50 | \$85,855.00 |
| | b. 8" Flex Base | SY | 5,390 | \$14.00 | \$75,460.00 |
| | c. Triax TX5 Geogrid | SY | 5,390 | \$6.00 | \$32,340.00 |
| | d. 12" Moisture Conditioned Subgrade | SY | 5,390 | \$4.00 | \$21,560.00 |
| 4. | 5' Sidewalk | SY | 795 | \$110.00 | \$87,450.00 |
| 5. | 7" Concrete Curb & Gutter | LF | 4,355 | \$20.00 | \$87,100.00 |
| 6. | Prime Coat | GAL | 982 | \$6.00 | \$5,892.00 |
| 7. | Tack Coat | GAL | 491 | \$6.00 | \$2,946.00 |
| SUBTOTAL STREET IMPROVEMENTS: | | | | | \$435,556.07 |
| DRAINAGE IMPROVEMENTS | | | | | |
| 1. | Curb Inlet | CY | 5.75 | \$1,900.00 | \$10,925.00 |
| 2. | Connect to Existing Storm Drain | EA | 1 | \$7,500.00 | \$7,500.00 |
| SUBTOTAL DRAINAGE IMPROVEMENTS: | | | | | \$18,425.00 |
| 15% CONTINGENCY | | | | | \$68,097.16 |
| SUBTOTAL DRAINAGE IMPROVEMENTS: | | | | | \$522,078.22 |

Notes:

1. For the section of Boenig Dr between Haight Cross and Scenic Lake Loop the existing road width for the developer's half is approximately 11.25 ft. OPC assumes an addition of 3.75 ft. required by the City of Schertz UDC. Excavation (Streets) is assumed to be 0.21 cy/lf for the length of this section.
2. For the section of Boenig Dr between Graytown Rd and Haight Cross, OPC assumes the full pavement width of the Typical 50' R.O.W. Street Section from the City of Schertz UDC. Excavation (Streets) is assumed to be 1.67 cy/lf for the length of this section.
3. For the section of Boenig Dr between Graytown Rd and Haight Cross, OPC includes the construction of the Typical 50' R.O.W. Street Section, including curb & gutter on both sides and 5' sidewalk on the developer side, but does not include the construction of 5' sidewalk on the non-developer side. For the section of Boenig Dr between Haight Cross and Scenic Lake Loop, OPC includes the construction of the additional pavement width and curb & gutter, but does not include any sidewalk improvements.

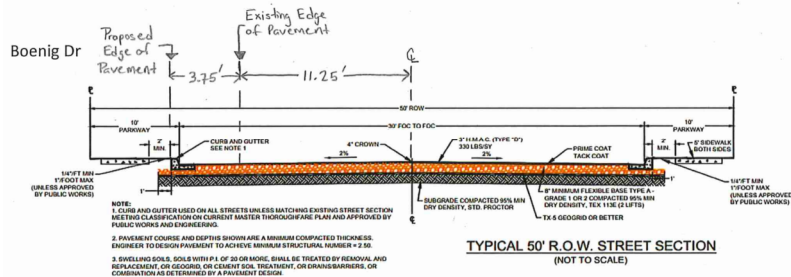


EXHIBIT “C”

The Surety

[See attached]