

**CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS**

Regular Meeting

**November 13, 2014
6:00 P.M.**

Windcrest City Hall¹

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE WINDCREST ECONOMIC DEVELOPMENT CORPORATION (WEDC) WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 13th DAY OF NOVEMBER 2014 STARTING AT 6:00 P.M. DURING THE MEETING, THE BOARD WILL CONSIDER, DELIBERATE AND MAY TAKE ACTION UPON ANY OF THE SUBJECTS LISTED BELOW.

Vision Statement: Nourish and develop a vibrant community that consistently pushes the limits.

Mission Statement: Facilitate interaction between business, city and other community organizations to nourish the economic health and wellbeing of Windcrest, its citizens and the region.

*Request all pagers and cell phones be turned off, except emergency on-call personnel.
Citizens are asked to refrain from talking during proceedings unless recognized by the
Presiding Officer.*

CITIZEN COMMUNICATION: AS A COURTESY TO CITIZENS IN ATTENDANCE, AND AT THE DISCRETION OF THE PRESIDING OFFICER OF THE MEETING, CITIZENS WILL BE GIVEN A REASONABLE OPPORTUNITY TO STATE THEIR COMMENTS OR ASK QUESTIONS REGARDING ANY ITEM ON THE AGENDA, AND PRIOR TO THE BOARD TAKING ACTION ON ANY ACTION ITEMS LISTED. THE BOARD REQUESTS COMMENTS BE BRIEF, TO THE POINT, AND NO LONGER THAN 5 MINUTES. TIME CANNOT BE YIELDED TO ANOTHER SPEAKER.

Consistent with Windcrest City Council Resolution No. 292, the WEDC Board elects to audio and video record its meetings. The recordings are preserved electronically as the official minutes of its meetings.

I. Call To Order

1. Determination of a Quorum
2. Pledge of Allegiance
3. Prayer
4. Vote to consider the excuse of absent board member(s), if applicable

II. Visitors/Presentations

1. Robert Colunga, Executive Director, will give a report on the WEDC activities for the previous month.(Att. 1)
2. Tim Maloney, WEDC Board President, will give a presentation on his recommendation for professional legal services (attorney) for the WEDC.

III. Citizens to be Heard

¹ The meeting facility is ADA compliant and accessible. Requests for accommodations or interpretive services must be made 48 hours in advance of the meeting. Please contact krodriguez@Windcrest-tx.gov for additional assistance.

IV. Discussion and Possible Action

1. The WEDC Board of Directors will discuss and may take action regarding the hiring of a WEDC Attorney and authorize Mr. Colunga to execute an engagement agreement with the law firm Schulman, Lopez & Hoffer, LLP, for legal services to the WEDC for a period of no more than one year.(Att. 2)
2. The WEDC Board of Directors will discuss and may take action regarding a sewer easement agreement with the City of San Antonio (San Antonio Water System Board of Trustees) and NEISD for 0.035 Ac on WEDC's Real Property NCB 15894 P-10B (78.309 Ac) & P-10J (1.161 Ac), and authorize Mr. Tim Maloney, WEDC Board President, to sign and execute all documents necessary to grant and convey the easement.(Att. 3)
3. The WEDC Board of Directors will discuss and may take action regarding the creation of a new annual event and a proposed budget that would establish and seed "The Harry B. Adams Annual WINDCRESTEVAL" and directing Mr. Colunga and Ms. Mangham to create budget line items as needed in support of the event, and to prepare such other documents necessary for submission to the Windcrest City Council for approval as required by applicable law.

V. Executive Session

If during the course of the meeting, discussion of any item on the agenda should be or may be held in an Executive or Closed Session, the Board may convene into Executive Session in accordance with the Open Meetings Act, Tex. Govt. Code Section 551.071, 551.072, 551.073, 551.074 and 551.087, or as otherwise permitted by applicable law.

VI. General Announcements and Future Agenda Items Requested

Pursuant to Texas Attorney General Op. No. AG-0668, information provided on subjects not on the agenda shall be limited to statements of specific factual information; or recitation of existing policy. Any deliberation of or decision about a subject not on the agenda shall be limited to a proposal to place the subject on the agenda for a future meeting of the Board.

VII. Adjournment

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Board of Directors of the WEDC is a true and correct copy of said Notice and I posted a true and correct copy of said Notice on the bulletin board at the Windcrest City Hall in a convenient place to the public. In compliance with Tex. Govt. Code 551.056 this notice was also posted on the website of the WEDC Said Notice was posted 72 hours prior to the 13th of November 2014.

By: 
Kelly Rodriguez, City Secretary

I certify that the attached notice and agenda of items considered by the WEDC Meeting was removed by me from the City Hall bulletin board on the 13th of November 2014.

By: _____
Kelly Rodriguez, City Secretary

Robert Colunga WEDC Executive Director

WEDC Report for Month of October, 2014

1. Working towards on Fiesta event in Windcrest during the April 2015 time frame.
2. Meeting and working with the Fiesta Commission, & now members.
3. Working on sale of property in Windcrest City Limits for new business and should close soon and will be announced once all documents have been executed.
4. Working with the Bunch family long time owners of the property at the former Al's formal ware for re-facing their property and utilization of the Storefront and Streetscape Improvement Program.
5. Working with Whitestone – Reit with new tenant on finalization of retail space,.
6. Working with Whataburger and Whitestone-Reit on the new Whataburger training facility located at the former University of Phoenix location.
7. Working with In n Out Burger Construction Team and working with all appropriate agencies,.
8. Work with Buffalo Wild Wings on their project and move in to the former Marie Callender's
9. Working with Valcor and a new company on a possible lease/purchase of former Office Max building.
10. Working with Fast Signs for new locations in Windcrest to grow their business.
11. Working with TX Dot on issues concerning Walzem Road and possible construction.
12. Working with the Department of Homeland Security(in Windcrest) concerning a variety issues.
13. Working on the WEDC Financial Investment Committee to and use of Lone Star and Tex Pool accounts
14. Working with Krysten Vela our new member of the team and training and educating her as to the dealings and interactions of the WEDC.
15. Working with Rackspace on further development of their complex and utilization of their facilities and current status of construction and staffing.
16. Working with several interested parties in the Office Max building as well as the old Chuck E Cheese location and the call center which will temporarily be placed there.
17. Working with media on progress and developments in Windcrest.
18. Completing the Windcrest Cosmetic Dentistry for Storefront Program and completion of improvements.
19. B-3 Zoning and Coordination with prospective businesses
20. Planning and Zoning Agenda and assisting businesses with their questions and request.
21. Continued marketing strategies for the year and modifying our approach in Marketing Windcrest as needed
22. Working with the Walzem Road Area Revitalization Committee and other local entities and HOA which have an effect on Windcrest.
23. Work with TXDOT on construction issues with the 35 expansion.
24. Working with NEISD on construction issues, communication with the WEDC and COW
25. Working with Rackspace on future projects and development.
26. Working with Valcor properties on new business to be located in the Old Chuck E Chees location.

27. Working with Park & Recreation Board on placement of one of our bike racks and the property owners of Starbucks for another location – Mr. Dooley has been out of pocket.
28. Working with the City of Windcrest & Rackspace on the transition of the road system around Rackspace.
29. Working with various stores on their applications for the Storefront and Streetscape Improvement Program.
30. Working with the Weitzman Group, Whitestone-Reit, Turner Busby Development with potential businesses and development.
31. Interacting with other communities and addressing issues and concerns they may perceive with future or possible development which is occurring in Windcrest.
32. Working on closing with developer on lot located on the 111 acres area.
33. Development issues with the 111 acres to ensure we have as much commercial utilization as possible and if at all possible no multi-family and to work with local governmental agencies and state agencies to ensure success of the development.
34. Working with the MPO, Alamo RMA, NEP, ACCOG, CPS, SAWS, TX DOT on projects that effect our Cities development and growth and working with again with our legislators in Austin to ensure that our needs are presented and have a voice. Also work with our City Boards when needed to assist in Government Relations, i.e. Parks and Rec, Zoning, etc.
35. Updating of Develop Windcrest website and Windcrest Windfall website and phone application and working with businesses to get new incentives for the application users.



517 SOLEDAD STREET
SAN ANTONIO, TEXAS 78205-1508
PHONE: (210) 538-5385 ▪ FAX: (210) 538-5384
WWW.SLH-LAW.COM & WWW.TEXASCHARTERLAW.COM

JOSEPH E. HOFFER
Cell: (210) 269-8297
JHOFFER@SLH-LAW.COM

ATTORNEYS & COUNSELORS FOR TEXAS LOCAL GOVERNMENT & NONPROFIT CORPORATIONS

September 12, 2014

By Email: rcolunga@windcrest-tx.gov

Mr. Robert Colunga
Executive Director
Windcrest Economic Development Corporation
8601 Midcrown
Windcrest, TX 78239

RE: Engagement Regarding Legal Services

Dear Mr. Colunga:

We wish to thank you for the opportunity to allow Schulman, Lopez & Hoffer, LLP (the "Firm") to represent the Windcrest Economic Development Corporation (the "WEDC"), as legal counsel for general legal matters. The purpose of this letter is to propose the terms and conditions of our engagement to serve as legal advisor to the WEDC in connection with these and other matters assigned to the Firm.

We appreciate the opportunity to serve you, and we recognize that your satisfaction with our services is the key to a successful professional relationship. This requires a mutual understanding of expectations and candid communications between us. Therefore, please let me know promptly if you have questions at any time concerning the matters the Firm is handling.

Description of Services

The Firm will act on behalf of the WEDC, and its Board and Administration's direction, to provide general advice and legal services to the WEDC.

Conflicts of Interest

One of the most important factors for us to consider in accepting an engagement is whether our representation will conflict with the interest of any of the Firm's existing clients. Based on information available to us at this time, we have determined that there is no apparent conflict that would preclude our representing the WEDC. However, if an irreconcilable conflict is discovered

Schulman, Lopez & Hoffer, LLP—Trusted advisers and advocates for Texas local governments and nonprofit corporations offering accessible and responsive legal representation.

after we have commenced work, the Firm may be disqualified from continuing our representation. Therefore, it is essential to make certain that you have advised us fully as to all interests involved in any matter we are to handle on behalf of the WEDC. If we determine that a conflict does exist, we will notify all affected clients and proceed in a manner consistent with the ethical standards contained in the Texas Disciplinary Rules of Professional Conduct.

Fee Arrangements

Experience has shown that a mutual understanding at the outset concerning fee arrangements will enhance our working relationship. Our fees will be based upon the standard hourly rates agreed to and in effect for the attorneys, paralegals and staff engaged in performance of work for the WEDC.

The Firm will render a detailed monthly statement of fees calculated at our hourly rates, plus reimbursable expenses. The following fees and rates will apply to our work:

A. Fee Arrangements

As our valued client, we will implement the following cost-savings measures on your behalf:

- **We will bill in 1/4 hour (15 minute) increments.**
- **We will maximize our efficiency by utilizing more junior attorneys and paralegals when and where appropriate.**
- **We will not charge you for “scanning” or “print” costs.**
- **We will offer you the discounted hourly rates described below.**

We are pleased to offer the Windcrest Economic Development Corporation the following discounted rates for legal work performed by the Firm:

- Monthly non-refundable flat fee of **\$1,250.00 per month for up to 6-hours of work per month**. We anticipate this will include preparation for and attendance at up to one WEDC Board meeting per month by one-attorney assigned by the Firm. For any work in excess of 6 hours per month performed by the Firm on behalf of WEDC, the following discounted rates will apply:

<u>ATTORNEY</u>	<u>RATES</u>	<u>DISCOUNTED RATES</u>
Bob Schulman (Sr. Partner)	\$300.00	\$200.00
Rick Lopez (Partner)	\$275.00	\$200.00
Joe Hoffer (Partner)	\$275.00	\$200.00

Senior Associate	\$245.00	\$200.00
Associate (3-5 years)	\$235.00	\$200.00
Associate (1-3 years)	\$215.00	\$200.00
Law Student/Law Clerk	\$195.00	\$175.00
Paralegal	\$150.00	\$125.00
Legal Assistant	\$115.00	\$100.00
Jason Adelstein (Of Counsel) ¹	\$300.00	\$250.00
Dustin Whittenburg (Of Counsel) ²	\$300.00	\$250.00
Ramon Medina (Investigator)	\$200.00	\$175.00

EXPENSES

CHARGE

Mileage	56¢ per mile (or current IRS rate)
Airfare	Actual Cost for Coach Fare
Car Rental/Cab	Actual Cost for Rental/Cab
Hotel/Lodging	Actual Cost for Hotel/Lodging
Postage	Actual Cost to Firm
Copy Charges	15¢ per page
Facsimile	50¢ per page
Litigation expenses (e.g., costs, experts, depositions, court reporter, etc.)	Actual Cost to Firm

The above rates are subject to annual adjustments as determined appropriate by the Firm. “Reimbursable expenses” include costs incurred for transportation, lodging and meals where travel is required in connection with your representation, telecopy charges, photographic reproduction fees, courier and overnight services, postage, and the like. Payment of each statement is due within 30 days of the billing. We must advise you that we reserve the right to cease work on behalf of the WEDC, and terminate our attorney–client relationship if our fees and costs are not paid pursuant to this agreement within the time specified. We also reserve the right to charge interest on any balances outstanding on your account for more than 30 days, at an interest rate not to exceed 10% per annum, compounded monthly. This amount may be added to the monthly billing sent to you.

¹ Mr. Adelstein is Board Certified in Commercial Real Estate Law. He is a partner with Baucum Steed Barker & Adelstein and he and his firm are engaged as Of Counsel to the Firm for complex commercial real estate transactions.

² Mr. Whittenburg is a nonprofit and Tax attorney with the Law Office of Dustin Whittenburg. He has his LLM in Taxation and J.D., and performs work for the Firm as Of Counsel on special assignment relating to complex corporate taxation and nonprofit matters.

Whenever appropriate and consistent with proper legal representation, we will use paralegals and junior attorneys in order to minimize the time requirements of our senior partners and reduce your legal fees. This enables us to provide our clients economical and efficient legal services, and to avoid assigning senior attorneys to tasks performed equally as well by other staff members.

B. Retainer Deposit

It is our custom to require an advance deposit for fees from new clients, and in significant new matters for existing clients; this is done to secure the payment of our fees and costs. However, the Firm has agreed to waive the requirement of an advance deposit for fees by the WEDC.

Termination of Services

Under certain circumstances it may be necessary to terminate our services and our attorney/client relationship prior to completion of the matter or matters for which we have been engaged. In that event, we have agreed to the following:

A. Upon written notice from the WEDC's Board, the Firm will withdraw from representing the Corporation.

B. The Firm, at its option, may withdraw from representing the WEDC at any time if you or the Board:

- (1) Insist on presenting a claim or defense that is not warranted under existing law, and cannot be supported by good faith argument for an extension, modification, or reversal of existing law;
- (2) Seek to pursue an illegal course of conduct;
- (3) Insist that the Firm pursue a course of conduct that is illegal or prohibited under the Texas Disciplinary Rules of Professional Conduct;
- (4) By any other conduct, renders it unreasonably difficult for the Firm to carry out its employment;
- (5) Insist that the Firm engage in conduct that is contrary to the judgment and advice of the Firm's attorneys, but not prohibited under the Texas Disciplinary Rules of Professional Conduct; or
- (6) Fail to perform any agreement or obligation to the Firm with respect to the payment of costs or fees for services rendered.

C. In the event of withdrawal from employment, the Firm will take reasonable steps to avoid foreseeable prejudice to rights, including giving due notice to you, and allowing time for employment of other counsel, delivering all papers and property to which you are entitled, and complying with applicable laws and rules governing such withdrawal from employment.

September 12, 2014

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Disclaimer

By signature below, on behalf of the Windcrest Economic Development Corporation, you acknowledge that no representation has been made by the Firm, nor can any representation be made as to the ultimate outcome or success of the matters for which we have been, or in the future may be engaged to represent the WEDC. The only material representation which has been made by us is that we will exert our best professional efforts in our representation of the WEDC and its interests in connection with the matters described herein.

Upon execution of this letter agreement, it will become a binding contract. Therefore, if any of the matters set forth herein are unclear or require explanation, please call me as soon as possible to discuss them.

Once again, we appreciate your business and look forward to a successful relationship.

Cordially,

SCHULMAN, LOPEZ & HOFFER, LLP



Joseph E. Hoffer

CC: Mr. Tim Maloney, Board President *by e-mail* timmaloney@yahoo.com

ACCEPTED AND AGREED TO THIS

_____ day of _____, 2014

WINDCREST ECONOMIC DEVELOPMENT CORPORATION

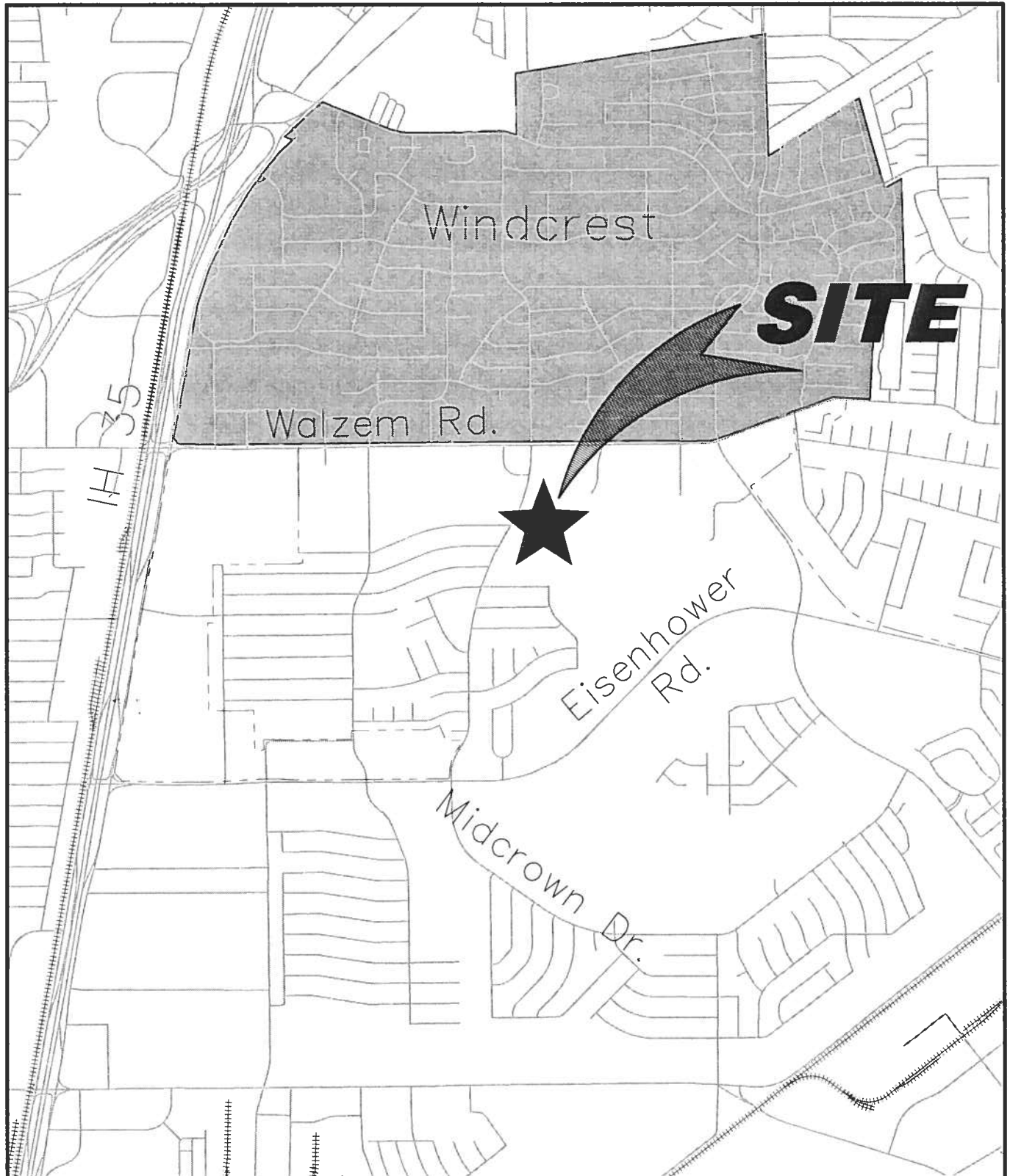
By: _____
Signature

Printed Name and Title

NEISD - ED WHITE MIDDLE SCHOOL



SCALE: 1"=2000'

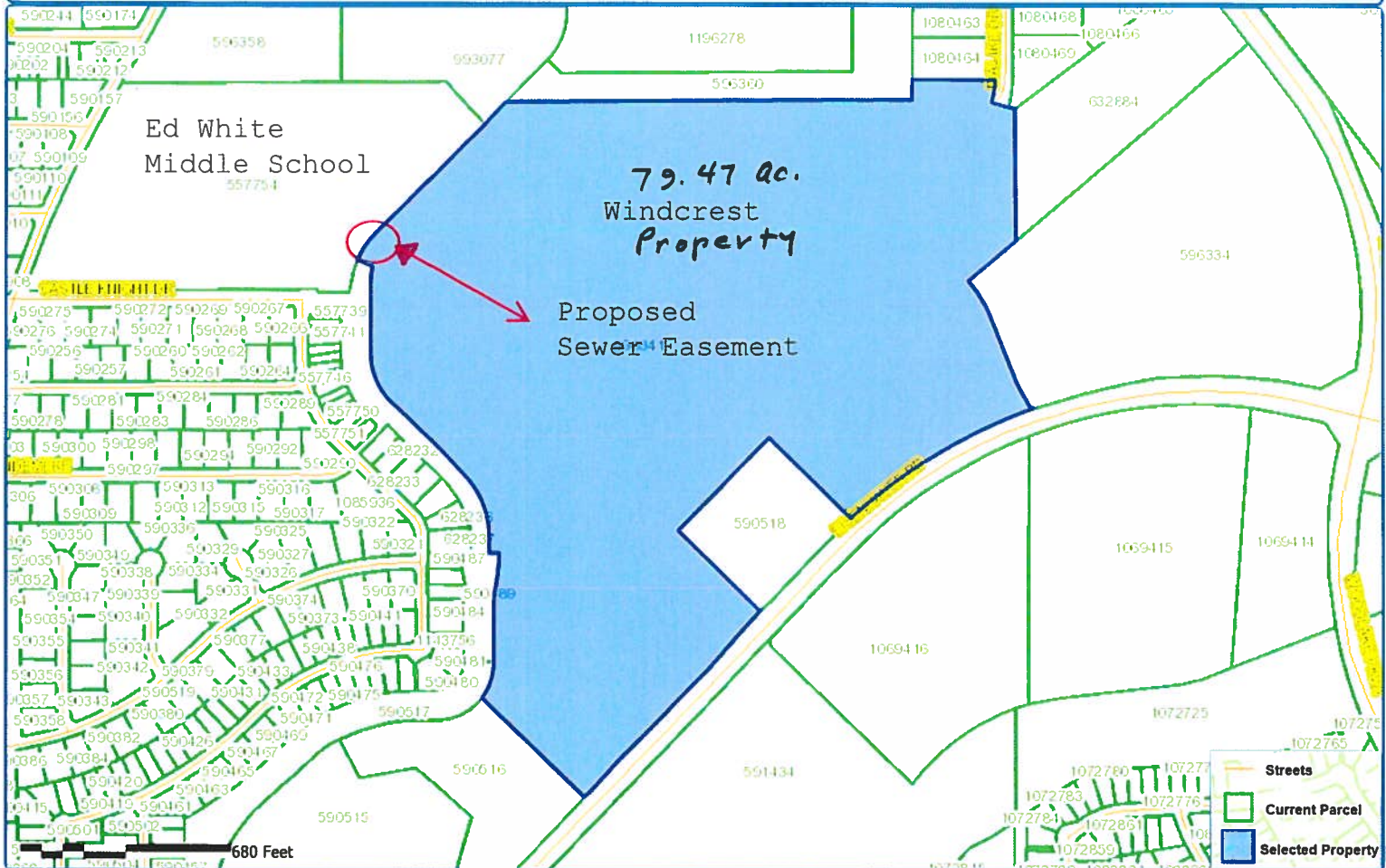


Pape-Dawson Engineers, Inc.

Date: May 27, 2014, 4:10pm User ID: GBirnbaum
File: P:\B2\29\00\Design\CIVIL\EXHIBITS\LocationMapB22900.dwg

Exhibit 1
Location Map

Bexar CAD - Map of Property ID 596341 for Year 2014



Property Details

Account

Property ID: 596341

Geo ID: 15894-000-0117

Type: Real

Legal Description: NCB 15894 P-10B (78.309 AC) & P-10J (1.161 AC)

Location

Situs Address: EISENHAUER RD TX

Neighborhood: NBHD code11260

Mapsc0: 585B2

Jurisdictions: CAD, 06, 08, 09, 10, 11, 21, 55

Owner

Owner Name: CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION

Mailing Address: , 8601 MIDCROWN DR, WINDCREST, TX 78239-2516

Property

Appraised Value: N/A

<http://www.bcad.org/Map/View/Map/1/596341/2014>

powered by:
PropertyACCESS LPS
www.trueautomation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT EASEMENT – SEWER

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF BEXAR §

THAT, CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION, a nonprofit economic development corporation created by the City of Windcrest, Texas pursuant to the provision of Section 413, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended, hereinafter referred to as "Grantor", whether one or more, for and in consideration in the amount of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to Grantor in hand paid by the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, Bexar County, Texas, has given, granted, sold, conveyed, and dedicated, and by these presents, does give, grant, sell, convey, and dedicate unto the CITY OF SAN ANTONIO, a Texas Municipal Corporation herein referred to as "Grantee" for the use, benefit and control of the said SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES as such and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council, April 30, 1992, and subject to the terms and provisions of said ordinance, an easement to construct, reconstruct, realign, inspect, patrol, maintain, operate, repair, add, remove and replace sewer lines and facilities, and appurtenances thereto, in, on, over and through the lands located in Bexar County, Texas as follows:

Being a 0.035 of an acre (1,514 square feet more or less) tract of land out of a 79.470 acre tract of land conveyed to the City of Windcrest Economic Development Corporation in deed recorded in Volume 13063, Page 1979 of the Official Public Records of Real Property of Bexar County Texas, out of Gertrude Rodriquez Survey No. 132, Abstract 610, County Block 5077, Bexar County, Texas, and being more particularly described and depicted in Exhibits "A" and "B" attached hereto and made a part hereof (the "Easement Area");

For the purpose of using said Easement Area for any and all things necessary for the construction, reconstruction, realignment, inspection, patrol, maintenance, operation, repair, addition, removal and/or replacement of the lines, facilities and appurtenances to be placed within the above described permanent Easement Area.

Together with the right of ingress and egress over said Easement Area and over Grantor's adjoining lands for the purpose of constructing, reconstructing, realigning inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area; the right

to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby granted; and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building or structure of any kind will be placed on said Easement Area and that removal of any building or structure placed on said Easement Area shall be at Grantor expense.

Grantor expressly acknowledges and agrees that **NORTH EAST INDEPENDENT SCHOOL DISTRICT** (the "Developer") is performing the initial construction of the sewer facilities and appurtenances thereto in connection with its **ED WHITE MIDDLE SCHOOL PROJECT** (the "Project"). Grantor further acknowledges and agrees that until such time as the sewer facilities are completed and accepted by Grantee, the Developer, its successors and assigns, shall be fully responsible for all obligations of Grantee hereunder, and that Grantor, on behalf of itself, its heirs, legal representatives, successors and/or assigns, waive any and all claims of any type or nature, known or unknown, that may be asserted against Grantee arising from or related to events occurring or attributable to the period prior to the time the Project is complete and Grantee has accepted the transfer of the sewer facilities and appurtenances from the Developer, and Grantor agrees that no such claims may be asserted against Grantee. Developer does hereby agree to indemnify, defend and hold harmless Grantee from and against any and all claims, losses, costs, expenses and fees (including, without limitation, attorneys' fees and costs of dispute resolution) arising from or in any way related to events occurring or attributable to (i) the period prior to the time that the Project is complete and Grantee has accepted the transfer of the sewer facilities and appurtenances from the Developer, and/or (ii) the Developer's use of the easement hereunder or construction of the sewer facilities and appurtenances permitted hereunder. Developer does hereby agree that the duties and obligations in this paragraph shall be binding on its successors and assigns.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until the use of said easement shall be abandoned.

And Grantor does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature pages to follow]

EXECUTED effective this _____ day of _____, 2014.

Grantor

**CITY OF WINDCREST ECONOMIC
DEVELOPMENT CORPORATION,
a nonprofit economic development corporation**

By: _____
Tim Maloney, President

STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on this _____ day of _____, 2014,
by Tim Maloney, the President of City of Windcrest Economic Development Corporation, a
nonprofit economic development corporation, on behalf of said corporation.

Notary Public

Developer

**NORTH EAST INDEPENDENT
SCHOOL DISTRICT**

By: _____
Garrett J. Sullivan, Executive Director,
Construction Management and Engineering

STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on this _____ day of _____, 2014,
by Garrett J. Sullivan, the Executive Director of Construction Management and Engineering of
the North East Independent School District, on behalf of said School District.

Notary Public

Consent, Joinder and Subordination by Lender

The undersigned, **BUDDIN PROPERTIES, LLC, a Delaware limited liability company**, hereby joins in the execution of this sewer easement to evidence its consent and agreement to the terms and provisions hereof, and to confirm and agree that any and all liens held by the undersigned, whether by Deed of Trust, reservation in a deed, constitutional, contractual or otherwise, are subject and subordinate to the terms and provisions of this sewer easement, as the same may be amended or modified from time-to-time. Without limiting the preceding general statement, it is agreed that the following liens are hereby subordinated to the terms of this Easement: (i) "Deed of Trust", dated August 16, 2007, filed of record in Volume 13063, Page 1988, of the Official Public Records of Bexar County, Texas.

**BUDDIN PROPERTIES, LLC,
a Delaware limited liability company**

By: White Three River, LLC,
a Delaware limited liability company,
it's Manager

By: _____

Name: _____

Title: _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2014, by _____, the _____ of White Three Rivers, LLC, a Delaware limited liability company the manager of Budding Properties, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public

Consent, Joinder and Subordination by Lender

The undersigned, **OTTLEY PROPERTIES, LLC, a Delaware limited liability company**, hereby joins in the execution of this sewer easement to evidence its consent and agreement to the terms and provisions hereof, and to confirm and agree that any and all liens held by the undersigned, whether by Deed of Trust, reservation in a deed, constitutional, contractual or otherwise, are subject and subordinate to the terms and provisions of this sewer easement, as the same may be amended or modified from time-to-time. Without limiting the preceding general statement, it is agreed that the following liens are hereby subordinated to the terms of this Easement: (i) "Deed Of Trust", dated August 16, 2007, filed of record in Volume 14535, Page 2045, of the Official Public Records of Bexar County, Texas.

**OTTLEY PROPERTIES, LLC,
a Delaware limited liability company**

By: _____

Name: _____

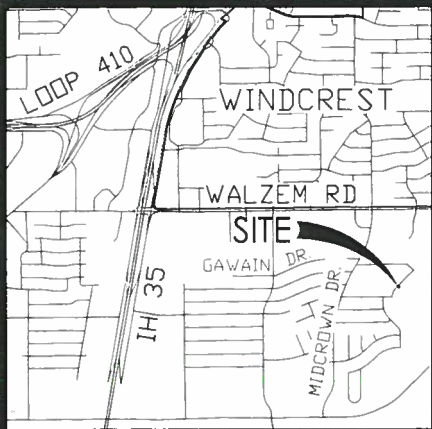
Title: _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2014, by _____, the _____ of OTTLEY PROPERTIES, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public

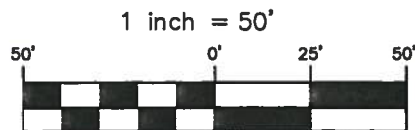
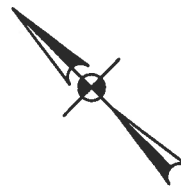


LOCATION MAP
NOT-TO-SCALE

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

PROJECT NAME: ED WHITE MIDDLE SCHOOL
 PARCEL NUMBER: P14-044

- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.



0.035 OF AN ACRE

(1,514 SQUARE FEET MORE OR LESS)

35-FOOT WIDE PERMANENT SANITARY SEWER EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N45°13'24"E	35.00'
L2	S44°37'02"E	43.27'
L3	S45°13'58"W	35.00'
L4	N44°37'02"W	43.27'

R=300.00'
 Delta=41°45'21"
 CB=N24°23'08"E
 CD=213.83'
 L=218.63'

LOT 16, BLOCK 22
 N.C.B. 14676
 ED WHITE MIDDLE SCHOOL SUBDIVISION
 (VOL. 9526, PG. 116, D.P.R.)

20.0 ACRES
 OWNER: NORTHEAST INDEPENDENT
 SCHOOL DISTRICT
 (VOL. 6147, PG. 690, D.R.)

EXISTING 17' ELEC, TEL, CABLE TV,
 SANITARY SEWER & ACCESS ESM'T
 (VOL. 9517, PG. 112, D.P.R.)

79.470 ACRES
 N.C.B. 15894
 OWNER: CITY OF WINDCREST
 ECONOMIC DEVELOPMENT CORPORATION
 (VOL. 13063, PG. 1979, O.P.R.)

GERTRUDE RODRIGUEZ
 SURVEY NUMBER 132
 ABSTRACT 610
 COUNTY BLOCK 5077



FIR
 P.O.C.

EXHIBIT OF
 35-FOOT WIDE PERMANENT SANITARY SEWER EASEMENT

0.035 OF AN ACRE, OR 1,514 SQUARE FEET MORE OR LESS, ON
 A 79.470 ACRE TRACT OUT OF THE GERTRUDE RODRIGUEZ
 SURVEY NO. 132, ABSTRACT 610, COUNTY BLOCK 5077,
 BEXAR COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**

555 EAST RAMSEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.375.9000
 FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100286-00

APRIL 4, 2014

SHEET 1 OF 1

JOB No.: 8229-00

PROJECT NAME: ED WHITE MIDDLE SCHOOL
PARCEL NO.: P14-044

FIELD NOTES
FOR A 0.035 OF AN ACRE (1,514 SQUARE FEET)
35-FOOT WIDE PERMANENENT SANITARY SEWER EASEMENT

A 0.035 of an acre, or 1,514 square feet more or less, easement on a 79.470 acre tract of land conveyed to the City of Windcrest Economic Development Corporation in deed recorded in Volume 13063, Page 1979 of the Official Public Records of Real Property of Bexar County, Texas, out of the Gertrude Rodriquez Survey No. 132, Abstract 610, County Block 5077, Bexar County, Texas. Said 0.035 of an acre easement being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone;

COMMENCING: At a found 1/2" iron rod at the southeast corner of Lot 16, Block 22, New City Block (N.C.B.) 14676 of the Ed White School Subdivision in the City of San Antonio, Bexar County, Texas, recorded in Volume 9526, Page 116 of the Deed and Plat Records of Bexar County, Texas, a point of curvature;

THENCE: Along and with the southeast line of said Lot 16, a non-tangent curve concave to the east, said curve having a radial bearing of South 86°29'33" East, a radius of 300.00 feet, a central angle of 41°45'21", a chord bearing and distance of North 24°23'08" East, 213.83 feet, at an arc distance of 107.94 feet passing a northwest corner of said 79.470 acre tract, continuing along and with the common line of said 79.470 acre tract and said Lot 16, for a total arc length of 218.63 feet to a found 1/2" iron rod,

THENCE: Continuing along and with the common line of said 79.470 acre tract and said Lot 16, North 45°13'24" East a distance of 48.08 feet to the POINT OF BEGINNING;

THENCE: Continuing along and with the common line of said 79.470 acre tract and said Lot 16, North 45°13'24" East a distance of 35.00 feet to a point;

THENCE: Departing the common line of said 79.470 acre tract and said Lot 16, over and across said 79.470 acre tract the following bearings and distances:

PROJECT NAME: ED WHITE MIDDLE SCHOOL
PARCEL NO.: P14-044

South 44°37'02" East a distance of 43.27 feet to a point on the northwest line of an existing 17-foot Electric, Telephone, Cable TV, Sanitary Sewer & Access Easement shown on the plat recorded in Volume 9517, Page 112 of the Deed and Plat Records of Bexar County, Texas,

Along and with said northwest easement line, South 45°13'58" West a distance of 35.00 feet to a point and

Departing said northwest easement line, North 44°37'02" West a distance of 43.27 feet to the POINT OF BEGINNING, and containing 0.035 of an acre in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 8229-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: April 4, 2014
JOB NO. 8229-00
DOC. ID. N:\CIVIL\8229-01\Field Notes\0.035 AC SSWR ESMT FNs.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

