

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is executed by and between Walmart Real Estate Business Trust ("Declarant") and the North Castle Hills Homeowners Association, Inc. ("NCH HOA"), Phil Hardberger Park Conservancy ("PHPC"), and the Northside Neighborhoods for Organized Development ("NNOD") (Collectively, the "Association").

I. Definitions

1. "Declarant" shall mean Walmart Real Estate Business Trust, owner of the Property at the time of recordation of this Declaration and successors and assigns of Declarant who acquire fee title to all or a portion of the Property.
2. "Property" shall refer to an approximately 41.4132-acre tract out of NCB 16161, located at the southwest corner intersection of Blanco Road and Wurzbach Parkway in San Antonio, Texas, and more fully described in the attached **Exhibit "A."**
3. "Association" shall collectively refer to the North Castle Hills Homeowners Association, Inc ("NCH HOA"), Phil Hardberger Park Conservancy ("PHPC"), and the Northside Neighborhoods for Organized Development ("NNOD").
4. "Rezoning Request" shall refer to Declarant's request to rezone approximately 25.0486 acres of the Property to "C-2 CD AHOD" (General Commercial Airport Hazard Overlay District with Conditional Use Authorization for Outdoor Display and Storage (Under Roof and Screened)), approximately 15.2364 acres of the Property to "RP AHOD" (Resource Protection Airport Hazard Overlay District), and approximately 1.1282 acres of the Property to "C-1 AHOD" (Commercial Airport Hazard Overlay District). The portions of the Property to be rezoned are further described in **Exhibit "B."**
5. "Plan Amendment Request" shall refer to Declarant's request to amend the San Antonio International Airport Vicinity Land Use Plan designation for approximately 15.2364 acres of the Property to "Parks/Open Space." The Property subject to the Plan Amendment Request is further described in **Exhibit "C."**
6. "Walmart Tract" shall refer to the commercial anchor tenant tract as shown in the site plan attached as **Exhibit "D."**
7. "Outlot Tracts" shall refer to the commercial outlot tracts as shown in the site plan attached as Exhibit "D."
8. "Neighborhood" shall refer to the North Castle Hills residential neighborhood as shown in the site plan attached as Exhibit "D."
9. "Park" shall refer to the City of San Antonio park known as Hardberger Park as shown in the site plan attached as Exhibit "D."

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II.
Recitals

1. Declarant intends to purchase the Property subject to approval of the Rezoning Request, Plan Amendment Request, and withdrawal of the City of San Antonio resolution initiating a downzone of a portion of the Property.
2. Declarant intends to develop the Property as a commercial project, as generally shown in the site plan attached as Exhibit "D."
3. Approximately 41.4123 acres of the Property, as identified in Exhibit "B", are the subject of the Rezoning Request, and approximately 15.2364 acres of the Property are subject to the Plan Amendment Request, as identified in Exhibit "C."
4. Declarant has executed this Declaration in consideration for the Support, as further defined in Section V herein, of the Association of the Declarant's Rezoning Request and Plan Amendment Request.
5. The following restrictions shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in part or in whole, and their heirs, successors, and assigns.

III.
Development Restrictions

1. **Fence.** Declarant shall construct a solid-screening, non-wood eight foot (8') fence (e.g. fencecrete or like material) along the rear property line of the Walmart Tract, as identified in Exhibit "D", provided the eight foot (8') fence is approved by the City of San Antonio City Council as part of the Rezoning Request. In the event the eight foot (8') fence is not approved as part of the Rezoning Request, a six foot (6') solid-screening, non-wood fence (e.g. fencecrete or like material) shall be constructed. Declarant's obligation to construct said fence, whether six foot (6') or eight foot (8'), shall be contingent on the approval of requisite permits by the City of San Antonio and/or other applicable regulatory agencies.
2. **Buffer.** Declarant shall provide the following landscape buffers, all of which are shown in the site plan attached as Exhibit "D":
 - a) A minimum three hundred (300) foot buffer between the Walmart Tract and the Neighborhood.
 - b) A minimum three hundred (300) foot buffer between the Walmart Tract and the Park.
 - c) Twenty five (25) foot buffer along Wurzbach Parkway, However, said buffer may be used for construction activity and utilities. Said buffer may also be used for signage and/or ingress/egress as shown on the site plan attached as Exhibit "D" or as required by a regulatory agency provided such use is consistent with the other terms of this Agreement.

- d) Twenty five (25) foot buffer along Vista View. However, said buffer may be used for construction activity and utilities. Said buffer may also be used for signage and/or ingress/egress as shown on the site plan attached as Exhibit "D" or as required by a regulatory agency provided such use is consistent with the other term of this Agreement.
- e) Fifty (50) foot buffer along Blanco Road, between the existing drainage channel and the Walmart Tract. However, said buffer may be used for construction activity and utilities. Said buffer may also be used for signage, and/or ingress/egress as shown on the site plan attached as Exhibit "D" or as required by a regulatory agency provided such use is consistent with the other terms of this Agreement.

"Buffer" shall be defined as a naturally-landscaped area generally devoid of structures or impervious surfaces. Clearing of underbrush and other maintenance activities may occur in these areas. Trees in these areas shall be preserved as shown in the tree preservation plan attached as **Exhibit "E."** The buffer areas described in Sections III(2)(a) & (b) above may not include curb cuts, public access from Wurzbach Parkway or Vista View, parking, athletic structures, lighting (other than that required for security purposes), playgrounds or related equipment, dog parks, or capital improvements by the Park, other than a trail of between six (6) feet to ten (10) feet in width. Said trail, if constructed, shall not be located less than one hundred (100) feet from the property line of the Neighborhood. Declarant shall transfer the buffer areas described in Sections III(2)(a) & (b) to the City of San Antonio or the PHPC within two (2) years of issuance of a certificate of occupancy by the City for the proposed retail store on the Walmart Tract. Declarant shall have no obligations, responsibilities, or be subject to any causes of action for said buffer area in the event ownership of said area is transferred to the City of San Antonio, PHPC, or other entity described above. Notwithstanding the above, removal of trees and other disturbances may occur in said buffer areas as necessary in connection with any drainage improvements. Other than said trail, any other improvements to be constructed or placed after said area is transferred to the City of San Antonio or a conservancy associated with the Park shall require the written approval of the Board of NCH HOA.

- 3. **Access of Delivery Vehicles.** Declarant agrees that ingress/egress of delivery vehicles to the Property shall be from Wurzbach Parkway only. Declarant agrees to restrict delivery vehicles from delivering products to the Property between the hours of 12:00 a.m. and 5:00 a.m. Should an occupant of any of the Outlot Tracts violate or cause another to violate this provision, the Declarant will not be considered in default of the Agreement.
- 4. **Ingress/Egress.** Declarant agrees to limit the number of ingress/egress points as follows and as shown in the site plan attached as Exhibit "D:"
 - a) Vista View: One (1) ingress/egress point.
 - b) Blanco Road: One (1) ingress/egress point.
 - c) Wurzbach Parkway: Two (2) ingress/egress points.
- 5. **Roadway Improvements/Deceleration Lanes.** Declarant agrees, subject to approval by any and all applicable regulatory agencies, to install one (1) deceleration/right-turn lane each on

Wurzbach Parkway and Blanco Road. Declarant also agrees, subject to approval by any and all applicable regulatory agencies, to install one (1) deceleration/left-turn lane on Vista View. The location and dimensions of said deceleration lanes may be determined by Declarant and the applicable regulatory agencies.

6. **Overnight Parking:** Declarant agrees to place signage on the Walmart Tract and Outlot Tracts prohibiting vehicle parking between the hours of 12:00 a.m. and 6:00 a.m. and to take such actions as are necessary to enforce such prohibition. This prohibition shall not apply to delivery vehicles or employee vehicles of the business occupant of the Walmart Tract or Outlot Tracts.
7. **Garbage Collection Hours:** Declarant agrees to prohibit garbage collection on the Property between the hours of 12:00 a.m. and 6:00 a.m.
8. **Commercial Outlots.** Declarant agrees to limit the number of Outlot Tracts as shown in the site plan attached as Exhibit "D" and defined herein to no more than five (5).
9. **Primary Structure Size.** Declarant agrees to limit the primary structure on the Walmart Tract to one hundred and sixty-five thousand (165,000) square feet or less of ground floor building footprint as shown in the site plan attached as Exhibit "D."
10. **Hours of Operation.** Declarant agrees to limit the hours of operation on the Property (i.e. the hours open to the public) to 6:00 a.m. to 12:00 a.m.
11. **Tree Preservation.** Declarant agrees to comply with the requirements of Section 35-523 of the City of San Antonio Unified Development Code (the "Tree Ordinance") as of the Effective Date of this Declaration.
12. **Security on Walmart Tract:** Declarant agrees to retain a third-party security company to patrol the Walmart Tract twenty-four (24) hours a day and shall monitor the parking areas with recorded closed-circuit security cameras.
13. **Shopping Cart Containment:** Declarant agrees to install a shopping cart containment system on the Walmart Tract. Should any shopping cart go off the Property, and the Declarant is notified of this, the Declarant agrees to retrieve said shopping cart within a reasonable amount of time.
14. **Lighting:** Declarant agrees that all parking lot and building lighting on the Walmart Tract and Outlot Tracts shall be directed downward and away from the Neighborhood and Park. In accordance with good retail parking lot practices, lighting intensity will be reduced between the hours of 12:00 a.m. and 6:00 a.m.
15. **Signage:** Declarant agrees that no pole signs, as defined by Chapter 28 of the City Code as of the Effective Date, shall be installed on the Property. Declarant agrees to limit the number of signs allowed on the Property to a total of five (5), each of which shall be monument

signs, as defined by the City's UDC, may be multi-tenant in nature, and shall not be taller than twenty (20) feet as measured from the base of the sign.

- 16. Architectural Standards:** Declarant agrees that the design of the primary structure on the Walmart Lot shall be substantially similar to the design shown in the architectural rendering attached as "**Exhibit "F."** Additionally, Declarant agrees to impose separate restrictions on the Outlot Tracts to ensure that primary structures on the Outlot Tracts are architecturally designed in a manner substantially similar to the primary structure on the Walmart Lot.

IV. Use Restrictions

- 1. Permitted Uses.** Declarant agrees that all uses permitted in the "C-2" General Commercial District, including any conditional use authorizations, by the City of San Antonio Unified Development Code as of the Effective Date of this Declaration shall be permitted on the Property with the exception of the following (as defined in the City of San Antonio Unified Development Code as of the Effective Date unless specifically defined below):
- a) Adult Bookstore
 - b) Adult Entertainment Establishment
 - c) Adult Motion Picture Theater
 - d) Automobile Brake, Engine, and/or Transmission Repair
 - e) Automobile Carwash (self-service only)
 - f) Automobile Oil or Lube Service
 - g) Automobile Paint and Body Repair
 - h) Automobile Rental
 - i) Bar/Tavern, it being understood that (i) restaurants with bar areas shall be permitted, so long as no more than fifty (50) percent of its gross revenue is derived from the on-premises sale and consumption of alcoholic beverages, and (ii) the sale of alcoholic beverages for off-premises consumption shall not be permitted
 - j) Billiard/Pool Hall or Parlor
 - k) Bingo Parlor
 - l) Cemetery or Mausoleum
 - m) Check Cashing Facility. This shall be defined as a free-standing business engaged in the sole activity of cashing checks. In no event shall this definition be interpreted to prohibit a bank, savings and loan or similar operation from being permitted, nor shall it prohibit the cashing of checks by any business or operation as an accessory use.
 - n) Congregational Meeting Hall
 - o) Dance Hall
 - p) Day Labor Bureau
 - q) Drug Paraphernalia or Head Shop
 - r) Dry Cleaning or Laundry Plant (not to include dry cleaning or laundry pick-up establishment)
 - s) Funeral Home or Undertaking Parlor
 - t) Gambling
 - u) Gasoline Filling Station

- v) Laundromat
- w) Liquor Store. This prohibition shall only apply on the Outlot Tracts and shall not apply to the Walmart Tract.
- x) Manufacturing/Industrial Uses
- y) Motor Vehicle Sales
- z) Nightclub
- aa) Pawn Shop
- bb) Payday Loan Agencies or Title Loan Agencies
- cc) Tattoo Parlor/Studio (permanent makeup services are not restricted when associated with spa, beauty service shops, or as administered by medical professionals)
- dd) Taxidermy
- ee) Theater, Indoor or Outdoor
- ff) Thrift Store
- gg) Tire Installation, Removal, and/or Repair.
- hh) Wireless Communications Tower

In the event of ambiguity of any above referenced term, the definition provided by the City of San Antonio Unified Development Code as of the Effective Date shall control.

2. **Prohibited Uses:** Declarant agrees that all uses, other than uses associated with the drainage improvements or buffer activity described herein, shall be prohibited on the portion of the Property to be rezoned to "C-1" as shown on Exhibit "D."

V.

Support

1. **Zoning and Plan Amendment Support.** In consideration for the restrictions granted in this Declaration, from and after the Effective Date as defined herein below, the Association shall agree to not oppose, and to Support, Declarant's Rezoning Request, Plan Amendment Request, withdrawal of the City of San Antonio Resolution initiating a downzoning of a portion of the Property, as well as the application for and approval of building permits, plat(s), and associated variances if necessary for the proposed building placement or lot configuration as depicted on Exhibit "D".
2. **Support.** "Support" shall include, but not be limited to:
 - a) Respond to all notices issued by any governmental entity indicating that Association supports development consistent with this Declaration.
 - b) Drafting and delivery of letters to the appropriate authority within a reasonable time indicating Association support.
 - c) Attendance and public comments by an Association representative indicating support at any public meeting or hearing where public input is requested, including, but not limited to, the City of San Antonio's Zoning Commission, Planning Commission, and City Council meetings.

Support shall be deemed satisfied for the NCH HOA for purposes of this Section upon the execution of this Declaration by the NCH HOA prior to consideration by City Council of the Rezoning Request, Plan Amendment Request, and withdrawal of the City of San Antonio Resolution described herein.

VI.
Default

The failure by the Declarant to observe or perform any of the covenants, conditions or observations of this Declaration, within thirty (30) days after the issuance of a written notice by the Association or a member organization thereof specifying the nature of the default claimed, shall constitute a default hereunder; provided, however, that if such condition is of a nature that it cannot be corrected within thirty (30) days of such notice, then the Declarant shall not be in default so long as it actively commences such cure within thirty (30) days after receiving such notice and diligently pursues such cure through completion. NNOD, NCH HOA, and/or PHPC, individually or collectively may issue notice of default with copies to the other parties collectively referred to as the Association. However, NNOD, NCH HOA, and PHPC may only issue notice of default, individually or collectively, as an organization and pursuant to formal action by their respective Board of Directors. No individual member of NNOD, NCH HOA, and/or PHPC may issue notice of default. Should the NCH HOA cease to exist, the owner(s) of fee simple title to fifty percent (50%) of the surface area contained within the NCH HOA boundary as shown in Exhibit "G" shall have the authority to terminate this Declaration or otherwise act in the manner authorized herein for the NCH HOA.

VII.
General Provisions

1. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.
2. **Construction & Severability.** If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern. In the event one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

3. **Unintended Omission.** If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
4. **Term.** Every covenant, condition, and restriction contained herein shall run with the land and be binding upon the Property and Declarant for a period of ten (10) years from and after the date this Declaration is executed, after which time this Declaration, shall be automatically extended for successive periods of ten (10) years each unless and until an instrument, signed by (a) the owner(s) of fee simple title to fifty-one percent (51%) of the surface area of the Property and (b) the President of each NCH HOA, PHPC, and NNOD, or the President of the remaining organization should any of the organizations cease to exist, agreeing to terminate this Declaration shall have been recorded in the Bexar County Real Property Records. Should the NCH HOA cease to exist, the owner(s) of fee simple title to fifty percent(50%) of the surface area contained within the NCH HOA boundary, as shown in **Exhibit "G,"** shall have the authority to terminate this Declaration or otherwise act in the manner authorized herein for the NCH HOA. These restrictions shall immediately and automatically expire if the Rezoning Request, Plan Amendment Request, or withdrawal of the City of San Antonio's Resolution initiated a downzoning, are not approved by the City of San Antonio's City Council.
5. **Exhibit "D" Site Plan.** The Association understands that the site plan shown in Exhibit "D" is subject to change as a result of the directive or requirement imposed by a regulatory agency. Additionally, such site plan may be subject to minor amendment by the Declarant. A "Minor Amendment" shall be defined as shifts in on-site location and changes in size, shape, intensity, or configuration of less than ten percent (10%), or a ten percent (10%) or less increase in either impervious surface or floor area over what was originally shown. This Section does not apply to the "Primary Structure Size" as described in Article III, Section 9 above. This Section does not apply to the "Buffer" section, Article III, Section 2. Any changes to the site plan must be administrative in nature and due to regulatory approvals.
6. **Amendment.** The covenants, conditions, and restrictions of this Declaration may not be amended, except by an instrument signed by (a) the owner(s) of fee simple title to fifty-one percent (51%) of the surface area of the Property and (b) the President of each the NCH HOA, the PHPC, and the NNOD, or the President of the remaining organization should any of the organizations cease to exist, and recorded in the Bexar County Real Property Records. Should the NCH HOA cease to exist, the owner(s) of fee simple title to fifty percent(50%) of the surface area contained within the NCH HOA boundary, as shown in Exhibit "G," shall have the authority to amend this Declaration or otherwise act in the manner authorized herein for the NCH HOA. These restrictions shall immediately and automatically expire if the Rezoning Request, Plan Amendment Request, or withdrawal of the City of San Antonio's Resolution initiated a downzoning are not approved by the City of San Antonio's City Council.

7. **Recordation.** This Declaration shall be recorded in the Bexar County Real Property Records within ten (10) business days following the purchase of the Property by the Declarant, provided the Rezoning Request has been approved by the San Antonio City Council. In the event Declarant purchases the Property prior to approval of the Rezoning Request, this Declaration shall become effective and be recorded within ten (10) business days following the approval of the Rezoning Request. In the event the Rezoning Request is not approved as requested, this Declaration shall immediately and automatically expire, and recordation shall no longer be required. Upon execution of this Agreement, this Agreement shall be placed in escrow with the Escrow Agent indicated below along with the "Agreement for Construction of Boundary Fencing" and any funds described therein to be released as described in that document.

ESCROW AGENT

Charter Title Company
Attn: Sari LaGrone
4265 San Felipe, Ste. 350
Houston, TX 77027
Phone: (713) 966-4884
Fax: (713) 333-5384

8. **Notice.** Any formal notices or communication with respect to the subject matter of this Declaration shall be delivered by one of the following methods:
- a) by delivering the same in person; or
 - b) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified at the address set forth below; or
 - c) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified at the address set forth below.

Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

DECLARANT

Walmart Real Estate Business Trust
Attention: Realty Manager – Texas
2001 Southeast 10th Street
Bentonville, AR 72716-0550

With copies to:

Walmart Real Estate Business Trust

Attention: Legal Department - Texas
2001 Southeast 10th Street
Bentonville, AR 72716-0550

Brown & Ortiz, P.C.
Attention: James B. Griffin
112 E. Pecan, Suite 1360
San Antonio, TX 78205

ASSOCIATION:

NCH HOA:

Attention: Andrea Gault
1834 Paisley
San Antonio, TX 78231

PHPC:

Phil Hardberger Park Conservancy
115 E. Travis, Suite 1004
San Antonio, Texas 78205

NNOD:

Charles Saxer
2426 Mill Creek Drive,
San Antonio, Texas 78231

The parties may, from time to time, change their respective mailing addresses, and each has the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other party.

9. **Enforcement.** Declarant agrees that the Association is the direct intended party of this Declaration, and that the Association (or any of its defined entities) and/or Declarant shall have the right and power to enforce any of the covenants, restrictions, and development standards set out in this Declaration. Enforcement of the Declaration and the covenants, restrictions, and development standards set forth herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the same, either to restrain violation or to recover damages. Failure by any party to enforce any such covenant, restriction, or development standard shall in no event be deemed a waiver of the right to do so thereafter. Any remedies provided for in this Section are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened

violation by any party of any of the terms, covenants, or conditions of this Declaration and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition is not adequate. Should the Association or any of its defined entities be required to post a bond for the purpose of obtaining equitable or injunctive relief as stated herein, the parties hereby agree that said bond shall not exceed five hundred dollars (\$500.00). In the event any party shall institute any action or proceeding against another party relating to the provisions of this Declaration, or any default thereunder or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the parties to any dispute, then and in such event the defaulting party shall be responsible for reasonable attorney's fees and costs of the non-defaulting party.

WHEREFORE, this Declaration shall be effective on the date of execution by all parties ("Effective Date"). However, in the event the Rezoning Request and the Plan Amendment Request are not approved by the San Antonio City Council these Restrictions shall automatically become null and void.

[Signature Pages to follow]

This Agreement is executed this 13th day of July, 2012 by Brian Hooper, Vice President of Real Estate

Declarant:

B Hooper

By: Brian Hooper
Title: VP, Real Estate

ACKNOWLEDGEMENT

STATE OF Arkansas ~~TEXAS~~ §
 Benton §
COUNTY OF BEXAR ~~BEXAR~~ §

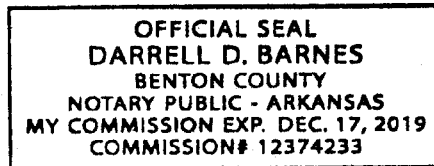
BEFORE ME, the undersigned authority, on this day personally appeared Brian Hooper, Vice President of Walmart Real Estate Business Trust, a Delaware Statutory Trust, whose name is subscribed to the foregoing instrument and who acknowledged that he executed the foregoing instrument on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of July, 2012.

Darrell Barnes
Notary Public, State of Arkansas

Print Name: Darrell Barnes

My Commission Expires: 12/17/19



WHEREFORE, this Agreement is executed this 20 day of June,
2012 by Andrea Gault, President of the NCHHOA.

ASSOCIATION:

NCH HOA:

Andrea Gault

By: Andrea Gault

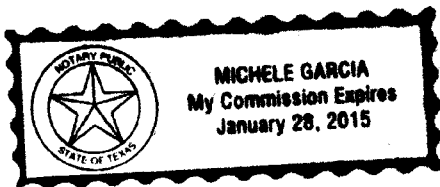
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Andrea Gault on behalf of the North Castle Hills Homeowner's Association, Inc whose name is subscribed to the foregoing instrument and who acknowledged that she executed the foregoing instrument on behalf of said neighborhood association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of June, 2012.



Michele Garcia

Notary Public, State of Texas

Print Name: Michele Garcia

My Commission Expires: 1.28.2015

PHPC:

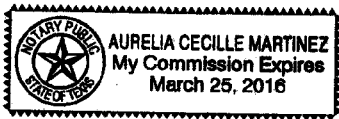
Betty Sutherland
By: Betty Sutherland, Director of PHPC
Title: ~~President~~

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

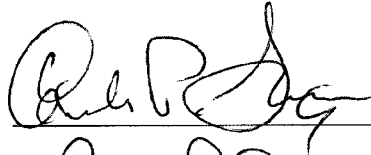
BEFORE ME, the undersigned authority, on this day personally appeared BETTY SUTHERLAND on behalf of the Phil Hardberger Park Conservancy whose name is subscribed to the foregoing instrument and who acknowledged that she executed the foregoing instrument on behalf of said neighborhood association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of June, 2012.



Aurelia Cecille Martinez
Notary Public, State of Texas
Print Name: AURELIA CECILLE MARTINEZ
My Commission Expires: MARCH 25, 2016

NNOD:

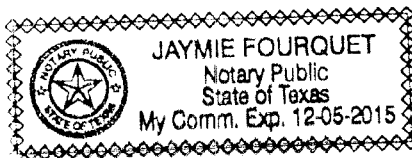


By: Charles P. Saxer

Title: President


ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §



BEFORE ME, the undersigned authority, on this day personally appeared Charles P. Saxer on behalf of the Northside Neighbors for Organized Development whose name is subscribed to the foregoing instrument and who acknowledged that she executed the foregoing instrument on behalf of said neighborhood association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of June, 2012.


Notary Public, State of Texas
Print Name: Janyne Fourquet
My Commission Expires: 12/05/2015

UPON RECORDATION PLEASE RETURN TO:

**James B. Griffin
Brown & Ortiz, P.C.
112 E. Pecan, Suite 1360
San Antonio, TX 78205**

EXHIBITS

Exhibit "A"	Metes and Bounds Description of Property
Exhibit "B"	Rezoning Exhibit
Exhibit "C"	Plan Amendment Exhibit
Exhibit "D"	Project Site Plan
Exhibit "E"	Tree Preservation Plan
Exhibit "F"	Architectural Rendering
Exhibit "G"	NCH HOA Boundary

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Exhibit "F"	Architectural Rendering
Exhibit "G"	NCH HOA Boundary

LEGAL DESCRIPTION

THREE TRACTS OF LAND TOTALING 41.4132 ACRES LOCATED IN THE PINCKNEY CALDWELL SURVEY NO. 83, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AND BEING OUT OF LOT 1, BLOCK 3 OF NORTH CASTLE HILLS SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 7500, PAGES 82-84 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 52.2262 ACRES CONVEYED TO HENRIETTA INVESTMENT PARTNERS BY DEED OF RECORD IN VOLUME 14820, PAGE 2335 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; SAID 41.4132 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1 (RP)

BEGINNING AT A FOUND ½ INCH IRON ROD MARKING THE WESTERNMOST CORNER OF SAID 52.2262 ACRE TRACT, BEING A POINT IN THE SOUTHEASTERLY LINE OF THAT CERTAIN 204.3 ACRE TRACT CONVEYED TO THE CITY OF SAN ANTONIO BY DEED OF RECORD IN VOLUME 12946, PAGE 2277 OF SAID OFFICIAL PUBLIC RECORDS, SAME BEING THE NORTHERNMOST CORNER OF NORTH CASTLE HILLS SUBDIVISION UNIT-3, A SUBDIVISION OF RECORD IN VOLUME 8200, PAGE 68 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR THE MOST WESTERLY CORNER AND POINT OF BEGINNING HEREOF;

THENCE, N41°08'11" E, ALONG THE COMMON BOUNDARY LINE OF SAID 204.3 ACRE TRACT AND SAID 52.2262 ACRE TRACT, A DISTANCE OF 643.01 FEET TO A FOUND ½ INCH IRON ROD IN THE SOUTHERLY RIGHT-OF-WAY LINE OF WURZBACH PARKWAY (R.O.W. VARIES) AS TAKEN BY CONDEMNATION DESCRIBED IN CAUSE NO. 97 ED 0042 AS FILED IN PROBATE COURT NUMBER ONE;

THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WURZBACH PARKWAY, BEING THE NORTHERLY LINE HEREOF, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,366.42 FEET, A DISTANCE OF 44.15 FEET THROUGH A CENTRAL ANGLE OF 01°51'04", AND A CHORD BEARING S81°42'13"E AND DISTANCE OF 44.15 FEET TO A FOUND TXDOT TYPE 2 DISC MONUMENT;
2. S06°11'53"W, A DISTANCE OF 5.03 FEET TO A FOUND TXDOT TYPE 2 DISC MONUMENT;
3. SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,371.42 FEET A DISTANCE OF 211.41 FEET THROUGH A CENTRAL ANGLE OF 08°49'57", AND A CHORD BEARING S86°57'56"E AND DISTANCE OF 211.20 FEET TO A FOUND ½ INCH IRON ROD WITH ILLEGIBLE CAP;
4. N02°54'07"W, A DISTANCE OF 5.08 FEET TO A FOUND ½ INCH IRON ROD;
5. NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,366.42 FEET A DISTANCE OF 54.23 FEET THROUGH A CENTRAL ANGLE OF 02°16'26", AND A CHORD BEARING N87°42'07"E AND DISTANCE OF



54.22 FEET TO A CALCULATED POINT HEREINAFTER REFERRED TO AS "POINT A";

THENCE, OVER AND ACROSS SAID 52.2262 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. S03°29'39"E, A DISTANCE OF 172.64 FEET TO THE BEGINNING OF A TANGENT 170.00 FOOT RADIUS CURVE CONCAVE WESTERLY;
2. SOUTHERLY ALONG THE ARC OF SAID 170.00 FOOT RADIUS CURVE A DISTANCE OF 93.00 FEET THROUGH A CENTRAL ANGLE OF 31°20'41";
3. TANGENT TO SAID 170.00 FOOT RADIUS CURVE, S27°51'02"W, A DISTANCE OF 35.03 FEET TO THE BEGINNING OF A TANGENT 5.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
4. SOUTHWESTERLY ALONG THE ARC OF SAID 5.00 FOOT RADIUS CURVE A DISTANCE OF 6.13 FEET THROUGH A CENTRAL ANGLE OF 70°15'45" TO THE BEGINNING OF A REVERSE 105.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;
5. SOUTHWESTERLY, WESTERLY, AND THEN SOUTHEASTERLY ALONG THE ARC OF SAID 105.00 FOOT RADIUS CURVE A DISTANCE OF 279.64 FEET THROUGH A CENTRAL ANGLE OF 152°35'27" TO THE BEGINNING OF A REVERSE 20.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
6. SOUTHEASTERLY ALONG THE ARC OF SAID 20.00 FOOT RADIUS CURVE A DISTANCE OF 10.66 FEET THROUGH A CENTRAL ANGLE OF 30°32'37";
7. TANGENT TO SAID 20.00 FOOT RADIUS CURVE, S23°56'03"E, A DISTANCE OF 182.59 FEET;
8. S41°55'34"E, A DISTANCE OF 352.20 FEET TO THE BEGINNING OF A TANGENT 280.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
9. SOUTHEASTERLY ALONG THE ARC OF SAID 280.00 FOOT RADIUS CURVE A DISTANCE OF 212.34 FEET THROUGH A CENTRAL ANGLE OF 43°27'05";
10. TANGENT TO SAID 280.00 FOOT RADIUS CURVE, S85°22'39"E, A DISTANCE OF 157.07 FEET TO THE BEGINNING OF A TANGENT 145.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
11. SOUTHEASTERLY ALONG THE ARC OF SAID 145.00 FOOT RADIUS CURVE A DISTANCE OF 90.96 FEET THROUGH A CENTRAL ANGLE OF 35°56'38";
12. TANGENT TO SAID 145.00 FOOT RADIUS CURVE, S49°26'01"E, A DISTANCE OF 58.03 FEET TO A CALCULATED POINT ON THE COMMON LINE OF THE SOUTHEASTERLY LINE OF SAID 52.2262 ACRE TRACT AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VISTA VIEW DRIVE;

THENCE, ALONG THE COMMON LINE OF THE SOUTHEASTERLY LINE OF SAID 52.2262 ACRE TRACT AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VISTA VIEW DRIVE, S39°37'54"W, A DISTANCE OF 241.13 FEET TO A FOUND PK NAIL IN CONCRETE AT THE BEGINNING OF A NON-TANGENT 3,242.45 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;

THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID 3,242.45 FOOT RADIUS CURVE A DISTANCE OF 210.86 FEET THROUGH A CENTRAL ANGLE OF 03°43'33", AND A CHORD BEARING OF S41°49'42"W AND DISTANCE OF 210.82 FEET TO A FOUND ½ INCH IRON ROD MARKING THE SOUTHERNMOST CORNER OF SAID 52.2262 ACRE TRACT AND HEREOF, BEING THE EASTERNMOST CORNER OF SAID NORTH CASTLE HILLS SUBDIVISION UNIT-3;

THENCE, N48°54'32"W, ALONG THE COMMON BOUNDARY LINE OF SAID 52.2262 ACRE TRACT AND SAID NORTH CASTLE HILLS SUBDIVISION UNIT-3, A DISTANCE OF 1,480.07 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 15.2364 ACRES (663,701 SQ. FT.) OF LAND, MORE OR LESS.

TRACT 2 (C1)

BEGINNING AT POINT A IDENTIFIED IN TRACT 1 ABOVE, SAID POINT BEING ON A 1,366.42 FOOT RADIUS CURVE CONCAVE NORTHERLY FOR THE NORTHWEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE EASTERLY ALONG THE COMMON LINE OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WURZBACH PARKWAY AND THE NORTHERLY LINE OF SAID 52.2262 ACRE TRACT AND THE ARC OF SAID 1,366.42 FOOT RADIUS CURVE 30.00 FEET THROUGH A CENTRAL ANGLE OF 01°15'29", AND CHORD BEARING N85°56'10"E AND DISTANCE OF 30.00 FEET TO A CALCULATED POINT, HEREINAFTER REFERRED TO AS "POINT B";

THENCE, OVER AND ACROSS SAID 52.2262 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. S03°29'39"E, A DISTANCE OF 172.94 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE CONCAVE WESTERLY;
2. SOUTHERLY ALONG THE ARC OF SAID 200.00 FOOT RADIUS CURVE A DISTANCE OF 109.41 FEET THROUGH A CENTRAL ANGLE OF 31°20'41";
3. TANGENT TO SAID 200.00 FOOT RADIUS CURVE, S27°51'02"W, A DISTANCE OF 35.03 FEET TO THE BEGINNING OF A TANGENT 35.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
4. SOUTHWESTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE A DISTANCE OF 42.92 FEET THROUGH A CENTRAL ANGLE OF 70°15'45" TO THE BEGINNING OF A REVERSE 75.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;
5. SOUTHWESTERLY, SOUTHERLY, AND THEN SOUTHEASTERLY ALONG THE ARC OF SAID 75.00 FOOT RADIUS CURVE A DISTANCE OF 199.74 FEET

THROUGH A CENTRAL ANGLE OF 152°35'27" TO THE BEGINNING OF A REVERSE 50.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;

6. SOUTHEASTERLY ALONG THE ARC OF SAID 50.00 FOOT RADIUS CURVE A DISTANCE OF 26.65 FEET THROUGH A CENTRAL ANGLE OF 30°32'37";
7. TANGENT TO SAID 50.00 FOOT RADIUS CURVE, S23°56'03"E, A DISTANCE OF 177.84 FEET;
8. S41°55'34"E, A DISTANCE OF 347.45 FEET TO THE BEGINNING OF A TANGENT 250.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
9. SOUTHEASTERLY ALONG THE ARC OF SAID 250.00 FOOT RADIUS CURVE A DISTANCE OF 189.59 FEET THROUGH A CENTRAL ANGLE OF 43°27'05";
10. TANGENT TO SAID 250.00 FOOT RADIUS CURVE, S85°22'39"E, A DISTANCE OF 157.07 FEET TO THE BEGINNING OF A TANGENT 175.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
11. SOUTHEASTERLY ALONG THE ARC OF SAID 175.00 FOOT RADIUS CURVE A DISTANCE OF 109.78 FEET THROUGH A CENTRAL ANGLE OF 35°56'38";
12. TANGENT TO SAID 175.00 FOOT RADIUS CURVE, S49°26'01"E, A DISTANCE OF 57.75 FEET TO A CALCULATED POINT ON THE COMMON LINE OF THE SOUTHEASTERLY LINE OF SAID 52.2262 ACRE TRACT AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VISTA VIEW DRIVE, SAID POINT BEING ON A 1,566.78 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE, ALONG THE COMMON LINE OF THE SOUTHEASTERLY LINE OF SAID 52.2262 ACRE TRACT AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VISTA VIEW DRIVE, AND THE ARC OF SAID 1,566.78 FOOT RADIUS CURVE A DISTANCE OF 24.51 THROUGH A CENTRAL ANGLE OF 00°53'46", AND CHORD BEARING OF S40°07'06"W AND DISTANCE OF 24.51 FEET TO A FOUND PK NAIL IN CONCRETE;

THENCE, CONTINUING ALONG THE COMMON LINE OF THE SOUTHEASTERLY LINE OF SAID 52.2262 ACRE TRACT AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VISTA VIEW DRIVE, S39°37'54"W, A DISTANCE OF 5.49 FEET;

THENCE, OVER AND ACROSS SAID 52.2262 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. N49°26'01"W A DISTANCE OF 58.03 FEET TO THE BEGINNING OF A TANGENT 145.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
2. NORTHWESTERLY ALONG THE ARC OF SAID 145.00 FOOT RADIUS CURVE A DISTANCE OF 90.96 FEET THROUGH A CENTRAL ANGLE OF 35°56'38";
3. TANGENT TO SAID 145.00 FOOT RADIUS CURVE, N85°22'39"W, A DISTANCE OF 157.07 FEET TO THE BEGINNING OF A TANGENT 280.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;

4. NORTHWESTERLY ALONG THE ARC OF SAID 280.00 FOOT RADIUS CURVE A DISTANCE OF 212.34 FEET THROUGH A CENTRAL ANGLE OF 43°27'05";
5. TANGENT TO SAID 280.00 FOOT RADIUS CURVE, N41°55'34"W, A DISTANCE OF 352.20 FEET;
6. N23°56'03"W, A DISTANCE OF 182.59 FEET TO THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
7. NORTHWESTERLY ALONG THE ARC OF SAID 20.00 FOOT RADIUS CURVE A DISTANCE OF 10.66 FEET THROUGH A CENTRAL ANGLE OF 30°32'37" TO THE BEGINNING OF A REVERSE 105.00 FOOT RADIUS CURVE CONCAVE EASTERLY;
8. NORTHWESTERLY, NORTHERLY, AND THEN NORTHEASTERLY ALONG THE ARC OF SAID 105.00 FOOT RADIUS CURVE A DISTANCE OF 279.64 FEET THROUGH A CENTRAL ANGLE OF 152°35'27" TO THE BEGINNING OF A REVERSE 5.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
9. NORTHEASTERLY ALONG THE ARC OF SAID 5.00 FOOT RADIUS CURVE A DISTANCE OF 6.13 FEET THROUGH A CENTRAL ANGLE OF 70°15'45";
10. TANGENT TO SAID 5.00 FOOT RADIUS CURVE, N27°51'02"E, A DISTANCE OF 35.03 FEET TO THE BEGINNING OF A TANGENT 170.00 FOOT RADIUS CURVE CONCAVE WESTERLY;
11. NORTHERLY ALONG THE ARC OF SAID 170.00 FOOT RADIUS CURVE A DISTANCE OF 93.00 FEET THROUGH A CENTRAL ANGLE OF 31°20'41";
12. TANGENT TO SAID 170.00 FOOT RADIUS CURVE, N03°29'39"W, A DISTANCE OF 172.64 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 1.1282 ACRES (49,144 SQUARE FEET) OF LAND, MORE OR LESS.

TRACT 3 (C2 CD)

BEGINNING AT POINT B IDENTIFIED IN TRACT 2 ABOVE, SAID POINT BEING ON A 1,366.42 FOOT RADIUS CURVE NORTHERLY, FOR THE NORTHWEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE ALONG THE COMMON LINE OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WURZBACH PARKWAY AND THE NORTHERLY LINE OF SAID 52.2262 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCE:

1. NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,366.42 FEET A DISTANCE OF 27.05 FEET THROUGH A CENTRAL ANGLE OF 01°08'03", AND A CHORD BEARING N84°44'24"E AND DISTANCE OF 27.05 FEET TO A FOUND TXDOT TYPE 2 DISC MONUMENT;

2. NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,914.53 FEET A DISTANCE OF 407.93 FEET THROUGH A CENTRAL ANGLE OF 12°12'29", AND A CHORD BEARING N77°55'43"E AND DISTANCE OF 407.16 FEET TO A FOUND TXDOT TYPE 2 DISC MONUMENT;
3. N75°19'06"E, A DISTANCE OF 111.66 FEET TO A FOUND TXDOT TYPE 2 DISC MONUMENT;
4. NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,924.53 FEET A DISTANCE OF 184.32 FEET THROUGH A CENTRAL ANGLE OF 05°29'15", AND A CHORD BEARING N66°13'06"E AND DISTANCE OF 184.25 FEET TO A FOUND ½ INCH IRON ROD WITH "CDS" CAP;
5. S81°15'41"E, A DISTANCE OF 96.03 FEET TO A FOUND ½ INCH IRON ROD WITH ILLEGIBLE CAP LOCATED IN THE WESTERLY RIGHT-OF-WAY LINE OF BLANCO ROAD (120' R.O.W.);

THENCE, S27°49'12"E, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BLANCO ROAD, A DISTANCE OF 913.78 FEET TO A FOUND ½ INCH IRON ROD WITH BPI CAP AT THE NORTHWESTERLY RIGHT-OF-WAY RETURN OF THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BLANCO ROAD AND THE NORTHERLY RIGHT-OF-WAY LINE OF VISTA VIEW DRIVE (60' R.O.W.);

THENCE, SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY RETURN, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET A DISTANCE OF 39.27 FEET THROUGH A CENTRAL ANGLE OF 89°59'50", AND A CHORD BEARING S17°10'43"W AND DISTANCE OF 35.35 FEET TO A SET PK NAIL LOCATED IN THE NORTHERLY RIGHT-OF-WAY LINE OF VISTA VIEW DRIVE;

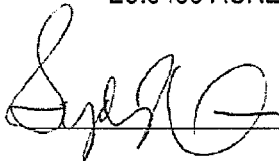
THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF VISTA VIEW DRIVE, THE FOLLOWING TWO (2) COURSES:

1. S62°10'38"W, A DISTANCE OF 95.17 FEET TO A FOUND PK NAIL IN CONCRETE;
2. SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,566.78 FEET A DISTANCE OF 592.39 FEET THROUGH A CENTRAL ANGLE OF 21°39'48", AND A CHORD BEARING S51°23'53"W AND DISTANCE OF 588.87 FEET TO A CALCULATED POINT;

THENCE, OVER AND ACROSS SAID 52.2262 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

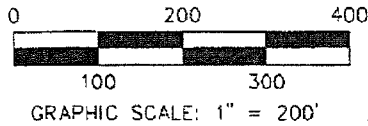
1. N49°26'01"W, A DISTANCE OF 57.75 FEET TO THE BEGINNING OF A TANGENT 175.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY;
2. NORTHWESTERLY ALONG THE ARC OF SAID 175.00 FOOT RADIUS CURVE A DISTANCE OF 109.78 FEET THROUGH A CENTRAL ANGLE OF 35°56'38";
3. TANGENT TO SAID 175.00 FOOT RADIUS CURVE, N85°22'39"W, A DISTANCE OF 157.07 FEET TO THE BEGINNING OF A TANGENT 250.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;

4. NORTHWESTERLY ALONG THE ARC OF SAID 250.00 FOOT RADIUS CURVE A DISTANCE OF 189.59 FEET THROUGH A CENTRAL ANGLE OF 43°27'05;
5. TANGENT TO SAID 250.00 FOOT RADIUS CURVE, N41°55'34"W, A DISTANCE OF 347.45 FEET;
6. N23°56'03"W, A DISTANCE OF 177.84 FEET TO THE BEGINNING OF A TANGENT 50.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
7. NORTHWESTERLY ALONG THE ARC OF SAID 50.00 FOOT RADIUS CURVE A DISTANCE OF 26.65 FEET THROUGH A CENTRAL ANGLE OF 30°32'37 TO THE BEGINNING OF A REVERSE 75.00 FOOT RADIUS CURVE CONCAVE EASTERLY;
8. NORTHWESTERLY, NORTHERLY, AND THEN NORTHEASTERLY ALONG THE ARC OF SAID 75.00 FOOT RADIUS CURVE A DISTANCE OF 199.74 FEET THROUGH A CENTRAL ANGLE OF 152°35'27 TO THE BEGINNING OF A REVERSE 35.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
9. NORTHEASTERLY ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE A DISTANCE OF 42.92 FEET THROUGH A CENTRAL ANGLE OF 70°15'45;
10. TANGENT TO SAID 35.00 FOOT RADIUS CURVE, N27°51'02"E, A DISTANCE OF 35.03 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE CONCAVE WESTERLY;
11. NORTHERLY ALONG THE ARC OF SAID 200.00 FOOT RADIUS CURVE A DISTANCE OF 109.41 FEET THROUGH A CENTRAL ANGLE OF 31°20'41;
12. TANGENT TO SAID 200.00 FOOT RADIUS CURVE, N03°29'39"W, A DISTANCE OF 172.94 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 25.0486 ACRES (1,091,116 SQUARE FEET), MORE OR LESS.

 _____ 5/18/12

Sydney Smith Xinos, R.P.L.S. Date
 Texas Registration No. 5361
 Doucet & Associates Inc.,
 7401 B Hwy. 71 West, Suite 160
 Austin, Texas 78735





**WURZBACH PARKWAY
(PARCEL 4)
(CAUSE NO. 97 ED 0042
PROBATE COURT NO. ONE)**

204.3 ACRES
CITY OF SAN ANTONIO
VOL. 12946, PG. 2277,
P.R.B.C.T.
N41°08'11"E 643.01'

1/2" IRON ROD WITH
CAP FOUND (ILLEGIBLE)

POINT A
P.O.B.
TRACT 2

POINT B
P.O.B.
TRACT 3

P.O.B.
TRACT 1

LOT 1, BLOCK 3
NEW CITY BLOCK 16161
NORTH CASTLE HILLS
SUBDIVISION
VOL. 7500, PGS. 82-84

PORTION OF 52.2262
ACRES
HENRIETTA INVESTMENT
PARTNERS
VOL. 14820, PG. 2335

**TRACT 1
15.2364 ACRES
663,701 SQUARE FEET**

PINCKNEY CALDWELL SURVEY NO. 83
ABSTRACT NO. 124

**TRACT 2
1.1282 ACRES
49,144 SQUARE FEET**



TARTON LANE
(R.O.W. 50')

NORTH CASTLE HILLS
SUBDIVISION UNIT-3
VOL. 8200, PG. 68,
P.R.B.C.T.

VISTA VIEW DRIVE
(R.O.W. 80')

SURVEY CONTROL:
STATE PLANE GRID CONTROL FOR THIS SURVEY IS
BASED ON A 1/2" IRON ROD WITH "DOUCET CONTROL"
CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN
HEREON WERE DERIVED FROM GPS STATIC
OBSERVATIONS ON SEPTEMBER 2011, STATIC DATA
PROCESSED BY O.P.U.S.

P:\001-484\survey\DA_drawings\001-484 EXHIBIT ZONING DRK.dwg

**THREE TRACT
ZONING CASE**

CITY OF SAN ANTONIO, BEXAR COUNTY,
TEXAS

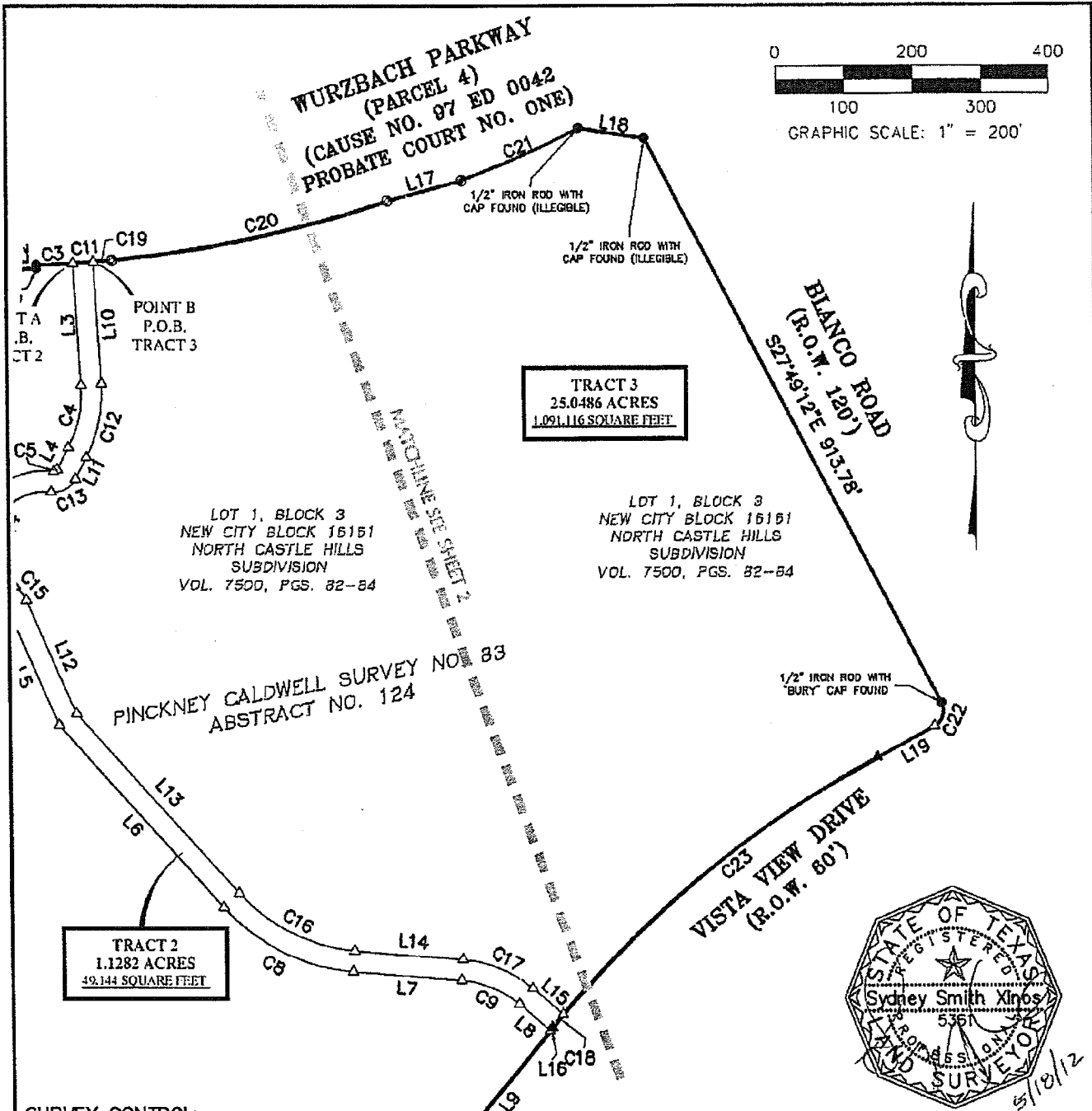


Doucet & Associates, Inc.
7401 B Hwy. 71 West, Suite 160
Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601

AUSTIN TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA

www.doucetandassociates.com

Date:	5/18/2012
Scale:	1" = 200'
Drawn by:	DK
Reviewer:	SSX
Project:	CD1-484
Sheet:	1 OF 3
Field Book:	---
Party Chief:	HENRY
Survey Date:	09-16-2011



SURVEY CONTROL:

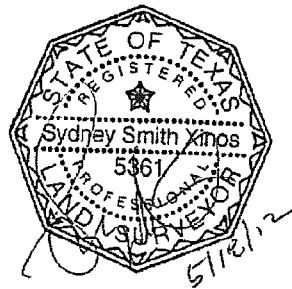
STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "DOUCET CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM GPS STATIC OBSERVATIONS ON SEPTEMBER 2011, STATIC DATA PROCESSED BY O.P.U.S.

P:\001-484\survey\DA_drawings\001-484 EXHIBIT ZONING DRK.dwg

<p>THREE TRACT ZONING CASE</p> <p>CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS</p>	<p>D&A Doucet & Associates, Inc. 7401 B Hwy, 71 West, Suite 160 Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601</p> <p>AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA www.doucetandassociates.com</p>	Date: 5/18/2012
		Scale: 1" = 200'
		Drawn by: DK
		Reviewer: SSX
		Project: 001-484
		Sheet: 2 OF 3
		Field Book: ---
		Party Chief: HENRY
		Survey Date: 09-16-2011

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	44.15'	1366.42'	01°51'04"	S81°42'13"E	44.15'
C2	211.41'	1371.42'	08°49'57"	S86°57'56"E	211.20'
C3	54.23'	1366.42'	02°16'26"	N87°42'07"E	54.22'
C4	93.00'	170.00'	31°20'41"	S12°10'42"W	91.85'
C5	6.13'	5.00'	70°15'45"	S62°58'55"W	5.75'
C6	279.64'	105.00'	152°35'27"	S21°49'03"W	204.02'
C7	10.66'	20.00'	30°32'37"	S39°12'22"E	10.54'
C8	212.34'	280.00'	43°27'05"	S63°39'06"E	207.29'
C9	90.96'	145.00'	35°56'38"	S67°24'20"E	89.48'
C10	210.86'	3242.45'	03°43'33"	S41°49'42"W	210.82'
C11	30.00'	1366.42'	01°15'29"	N85°56'10"E	30.00'
C12	109.41'	200.00'	31°20'41"	S12°10'42"W	108.05'
C13	42.92'	35.00'	70°15'45"	S62°58'55"W	40.28'
C14	199.74'	75.00'	152°35'27"	S21°49'03"W	154.73'
C15	26.65'	50.00'	30°32'37"	S39°12'22"E	26.34'
C16	189.59'	250.00'	43°27'05"	S63°39'06"E	185.08'
C17	109.78'	175.00'	35°56'38"	S67°24'20"E	107.99'
C18	24.51'	1566.78'	00°53'46"	S40°07'06"W	24.51'
C19	27.05'	1366.42'	01°08'03"	N84°44'24"E	27.05'
C20	407.93'	1914.53'	12°12'29"	N77°55'43"E	407.16'
C21	184.32'	1924.53'	05°29'15"	N66°13'06"E	184.25'
C22	39.27'	25.00'	89°59'50"	S17°10'43"W	35.35'
C23	592.39'	1566.78'	21°39'48"	S51°23'53"W	588.87'

LINE TABLE		
NO.	BEARING	CHORD
L1	S06°11'53"W	5.03'
L2	N02°54'07"W	5.08'
L3	S03°29'39"E	172.64'
L4	S27°51'02"W	35.03'
L5	S23°56'03"E	182.59'
L6	S41°55'34"E	352.20'
L7	S85°22'39"E	157.07'
L8	S49°26'01"E	58.03'
L9	S39°37'54"W	241.13'
L10	S03°29'39"E	172.94'
L11	S27°51'02"W	35.03'
L12	S23°56'03"E	177.84'
L13	S41°55'34"E	347.45'
L14	S85°22'39"E	157.07'
L15	S49°26'01"E	57.75'
L16	S39°37'54"W	5.49'
L17	N75°19'06"E	111.66'
L18	S81°15'41"E	96.03'
L19	S62°10'38"W	95.17'



LEGEND	
	PROPERTY LINE
	EXISTING RIGHT-OF-WAY LINES
	EXISTING PROPERTY LINES
	5/8" IRON ROD WITH "DOUCET" CAP SET
	1/2" IRON ROD FOUND (UNLESS NOTED)
	TXDOT TYPE II BRASS DISC FOUND
	PK NAIL FOUND IN CONCRETE
	CALCULATED POINT
P.O.B	POINT OF BEGINNING
VOL	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
P.R.B.C.T.	PLAT RECORDS, BEXAR COUNTY, TEXAS
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS

P:\D01-484\survey\DA_drawings\001-484 EXHIBIT ZONING DRK.dwg

THREE TRACT ZONING CASE

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

D&A Doucet & Associates, Inc.
 7401 B Hwy. 71 West, Suite 160
 Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601

AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA

www.doucetandassociates.com

Date:	5/18/2012
Scale:	1" = 200'
Drawn by:	DK
Reviewer:	SSX
Project:	001-484
Sheet:	3 OF 3
Field Book:	---
Party Chief:	HENRY
Survey Date:	09-16-2011

ZONING SITE PLAN DATE: 05/31/2012
 Doucet & Associates, Inc.
 For conceptual representation only. Not for construction.
 This plan is subject to review / approval from all applicable agencies.

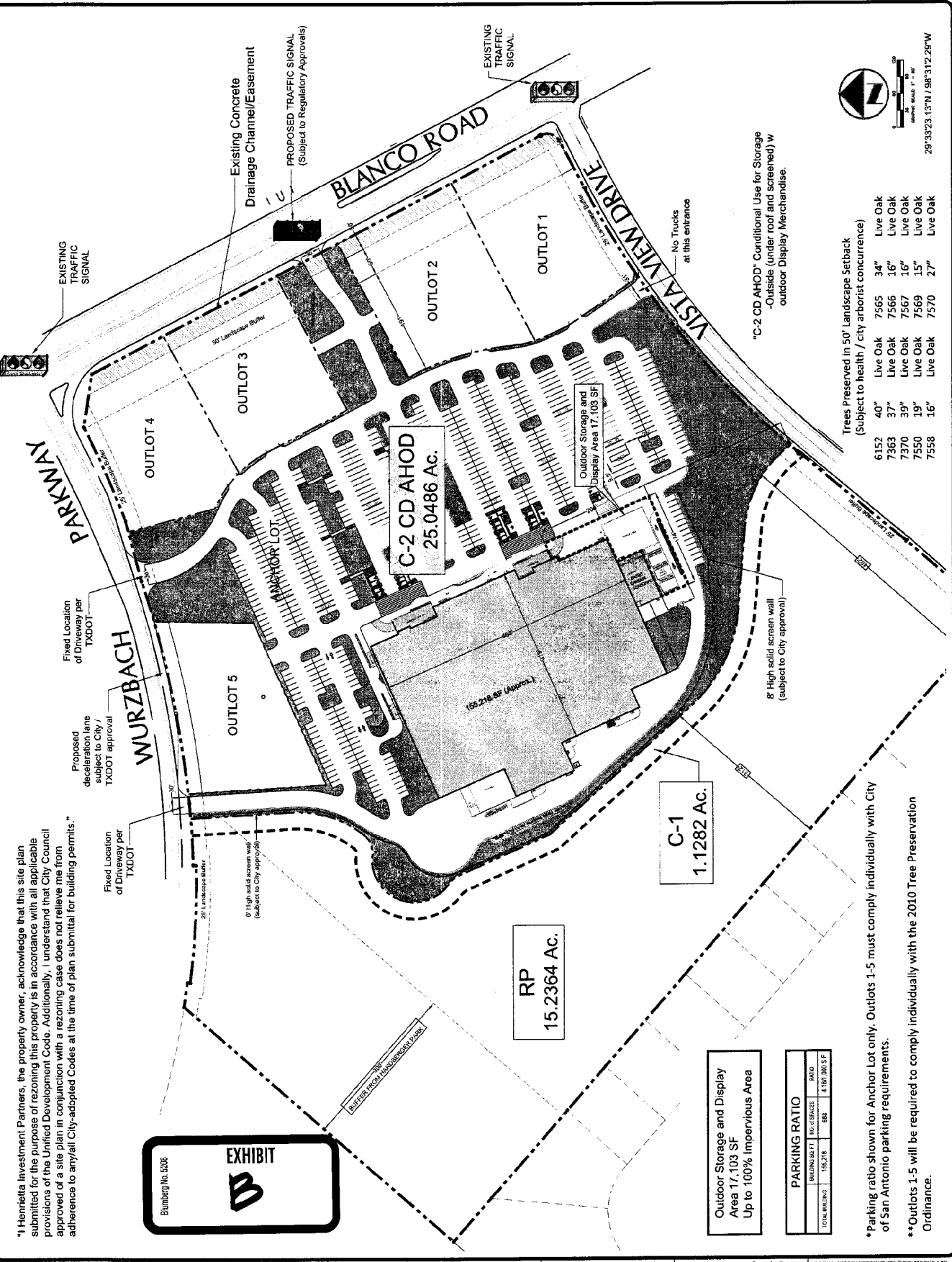
7401 B HIGHWAY 71 WEST, SUITE 100
 AUSTIN, TX, 78736
 512-553-2600 TELEPHONE 512-553-2601 FAX
 JOE.GRASSO@DOUCET-ASSOCIATES.COM EMAIL

SAN ANTONIO, TX (WURZBACH PKWY - BLANCO RD.)

SHEET
P-1

"I, Henrietta Investment Partners, the property owner, acknowledge that this site plan submitted for the purpose of rezoning this property is in accordance with all applicable provisions of the Unified Development Code. Additionally, I understand that City Council approved a site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City-adopted Codes at the time of plan submittal for building permits."

Burnberg No. 52006
EXHIBIT B



C-2 CD AHOD Conditional Use for Storage
 -Outside (under roof and screened) w/ outdoor Display Merchandise.

Trees Preserved in 50' Landscape Setback
 (Subject to health / city arborist concurrence)

6152	40"	Live Oak	7565	34"	Live Oak
7363	37"	Live Oak	7566	16"	Live Oak
7370	39"	Live Oak	7567	16"	Live Oak
7550	19"	Live Oak	7569	15"	Live Oak
7558	16"	Live Oak	7570	27"	Live Oak

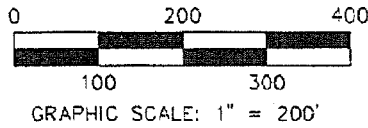
Outdoor Storage and Display Area 17,103 SF Up to 100% Impervious Area

PARKING RATIO

BUILDING #	NO. SPACES	RATIO
TOTAL BUILDING	155,218	608
TOTAL BUILDING	155,218	4,187,000 SF

*Parking ratio shown for Anchor Lot only. Outlots 1-5 must comply individually with City of San Antonio parking requirements.

**Outlots 1-5 will be required to comply individually with the 2010 Tree Preservation Ordinance.



**WURZBACH PARKWAY
(PARCEL 4)
(CAUSE NO. 97 ED 0042
PROBATE COURT NO. ONE)**

204.3 ACRES
CITY OF SAN ANTONIO
VOL. 12946, PG. 2277,
P.R.B.C.T.
N41°08'11"E 643.01'

1/2" IRON ROD WITH
CAP FOUND (ILLEGIBLE)
POINT A
P.O.B.
TRACT 2

POINT B
P.O.B.
TRACT 3

P.O.B.
TRACT 1

LOT 1, BLOCK 3
NEW CITY BLOCK 16161
NORTH CASTLE HILLS
SUBDIVISION
VOL. 7500, PGS. 82-84

PORTION OF 52.2262
ACRES
HENRIETTA INVESTMENT
PARTNERS
VOL. 14820, PG. 2335

**TRACT 1
15.2364 ACRES
663,701 SQUARE FEET**

PINCKNEY CALDWELL SURVEY NO. 83
ABSTRACT NO. 124

**TRACT 2
1.1282 ACRES
49,144 SQUARE FEET**



TARTON LANE
(R.O.W. 50')

NORTH CASTLE HILLS
SUBDIVISION UNIT-3
VOL. 8200, PG. 68,
P.R.B.C.T.

VISTA VIEW DRIVE
(R.O.W. 60')

SURVEY CONTROL:
STATE PLANE GRID CONTROL FOR THIS SURVEY IS
BASED ON A 1/2" IRON ROD WITH "DOUCET CONTROL"
CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN
HEREON WERE DERIVED FROM GPS STATIC
OBSERVATIONS ON SEPTEMBER 2011, STATIC DATA
PROCESSED BY O.P.U.S.

P: \001-484\survey\DA_drawings\001-484 EXHIBIT ZONING DRK.dwg



**THREE TRACT
ZONING CASE**

CITY OF SAN ANTONIO, BEXAR COUNTY,
TEXAS



Doucet & Associates, Inc.
7401 B Hwy. 71 West, Suite 160
Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601

AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA

www.doucetandassociates.com

Date:	5/18/2012
Scale:	1" = 200'
Drawn by:	DK
Reviewer:	SSX
Project:	001-484
Sheet:	1 OF 3
Field Book:	---
Party Chief:	HENRY
Survey Date:	09-16-2011

CONCEPTUAL PLAN DATE: 05/18/2012

Doucet & Associates, Inc.

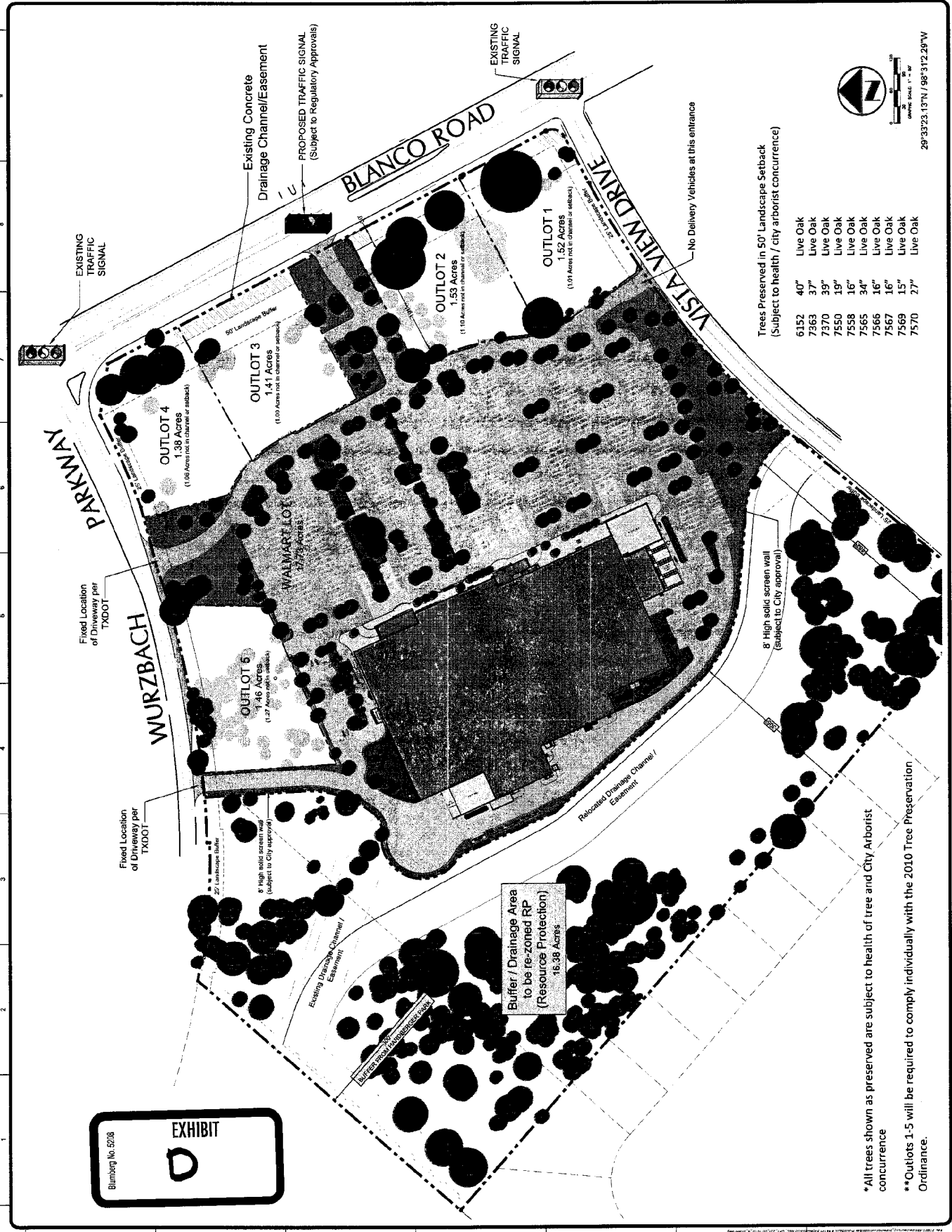
For conceptual representation only. Not for construction. This plan is subject to review / approval from all applicable agencies.

7401 B HIGHWAY 71 WEST SUITE 180
AUSTIN TX 78735
512-582-2800 TELEPHONE 512-582-2801 FAX
JOE.GRASSO@DOUCET-AUSTIN.COM EMAIL

Walmart #4162-00

SAN ANTONIO, TX (WURZBACH PKWY - BLANCO RD.)
WALMART STORES, INC.
2001 SE 10TH STREET, BENTONVILLE, AR 72716

SHEET P-1



Blumberg No. 5238

EXHIBIT

D

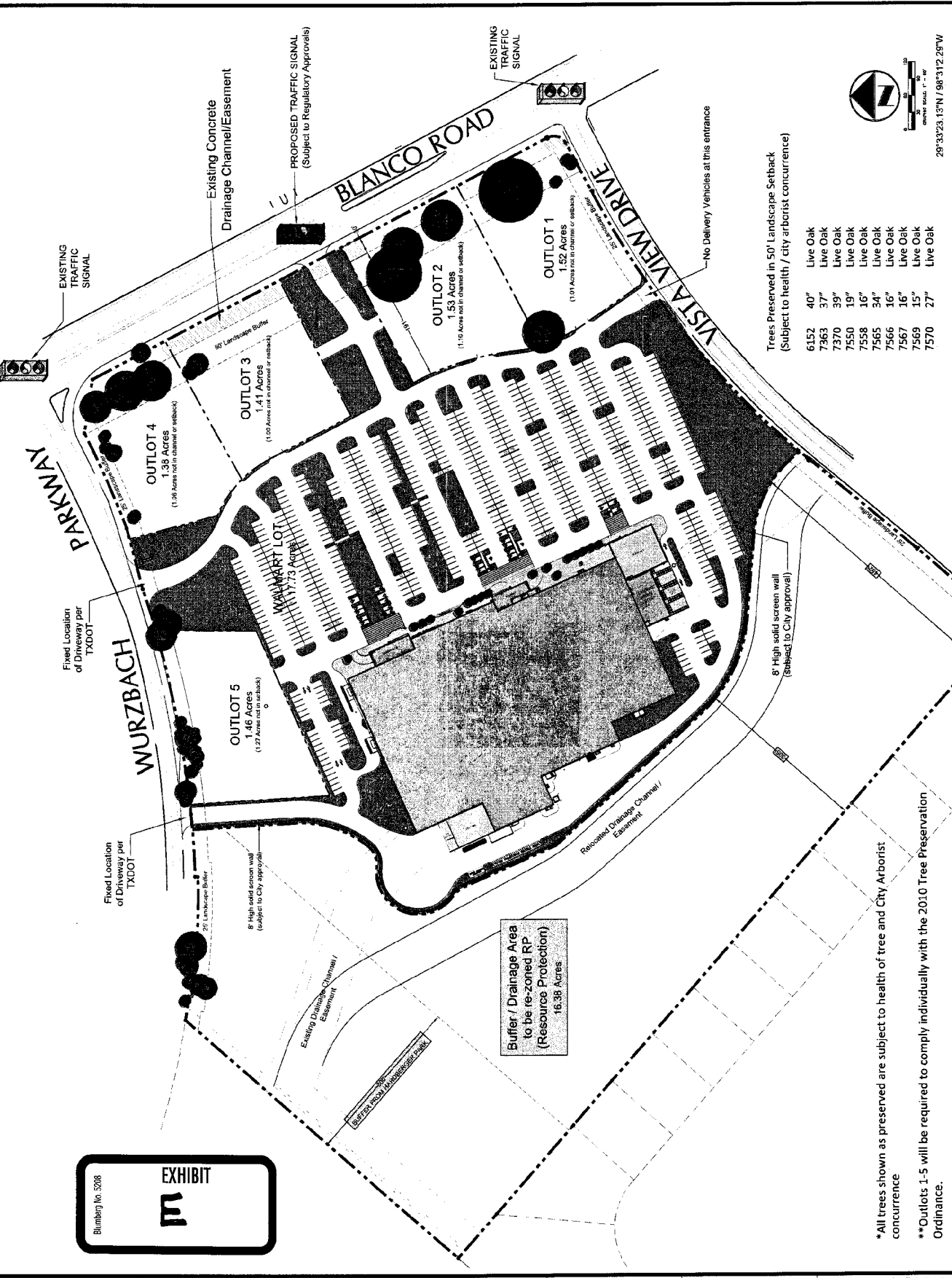
Trees Preserved in 50' Landscape Setback
(Subject to health / city arborist concurrence)

6152	40"	Live Oak
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7570	27"	Live Oak

*All trees shown as preserved are subject to health of tree and City Arborist concurrence

**Outlots 1-5 will be required to comply individually with the 2010 Tree Preservation Ordinance.

29°33'23.13"N / 98°31'2.29"W



Trees Preserved in 50' Landscape Setback
 (Subject to health / city arborist concurrence)

6152	40"	Live Oak
7363	37"	Live Oak
7370	39"	Live Oak
7550	19"	Live Oak
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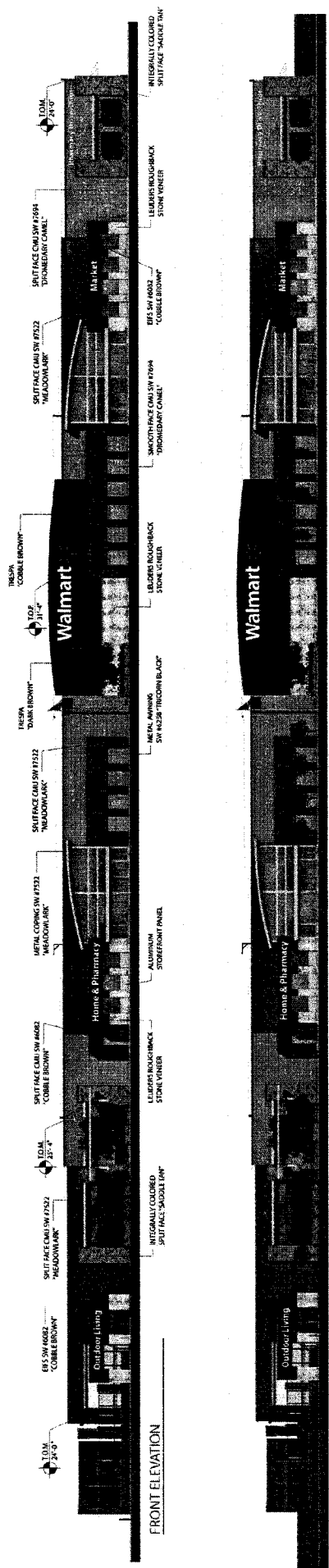


29°33'23.13"N / 98°31'2.25"W

Bumberg No. 5208

EXHIBIT

*All trees shown as preserved are subject to health of tree and City Arborist concurrence
 **Outlots 1-5 will be required to comply individually with the 2010 Tree Preservation Ordinance.



FRONT ELEVATION

REAR ELEVATION



Blimberg No. 5208

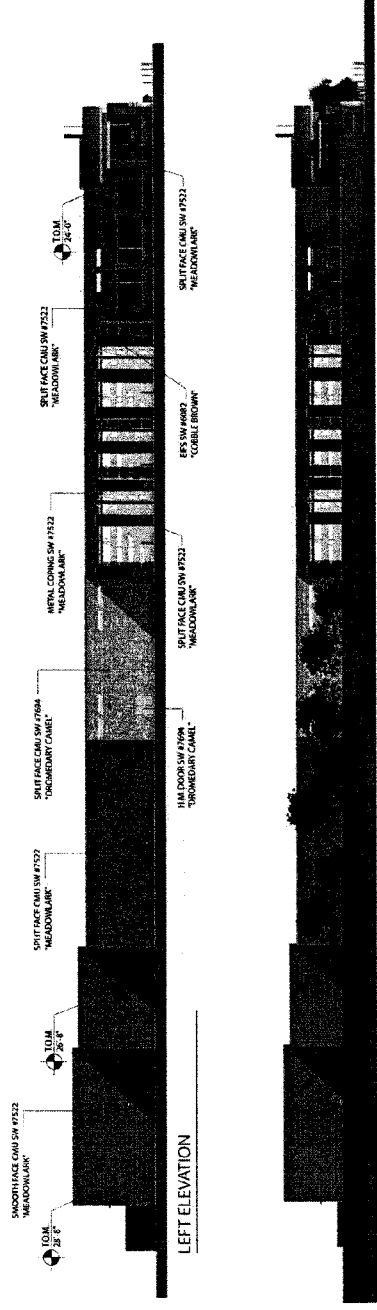


15 JUNE 2012

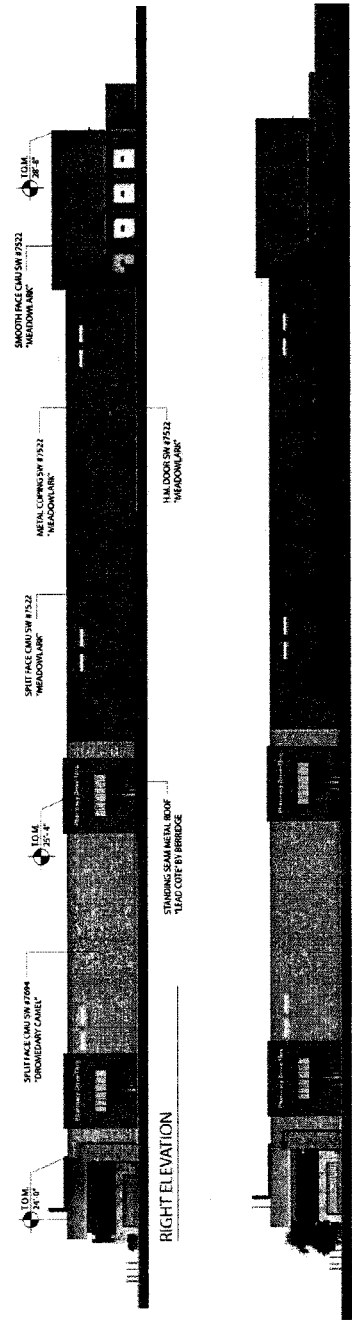
SAN ANTONIO (WURZBACH), TX #4162

FOR AHT REVIEW - CLIENT APPROVED
 All drawings herein are either preparation or final design. No other drawings shall be used without the design professional's approval.

ELEVATIONS



LEFT ELEVATION



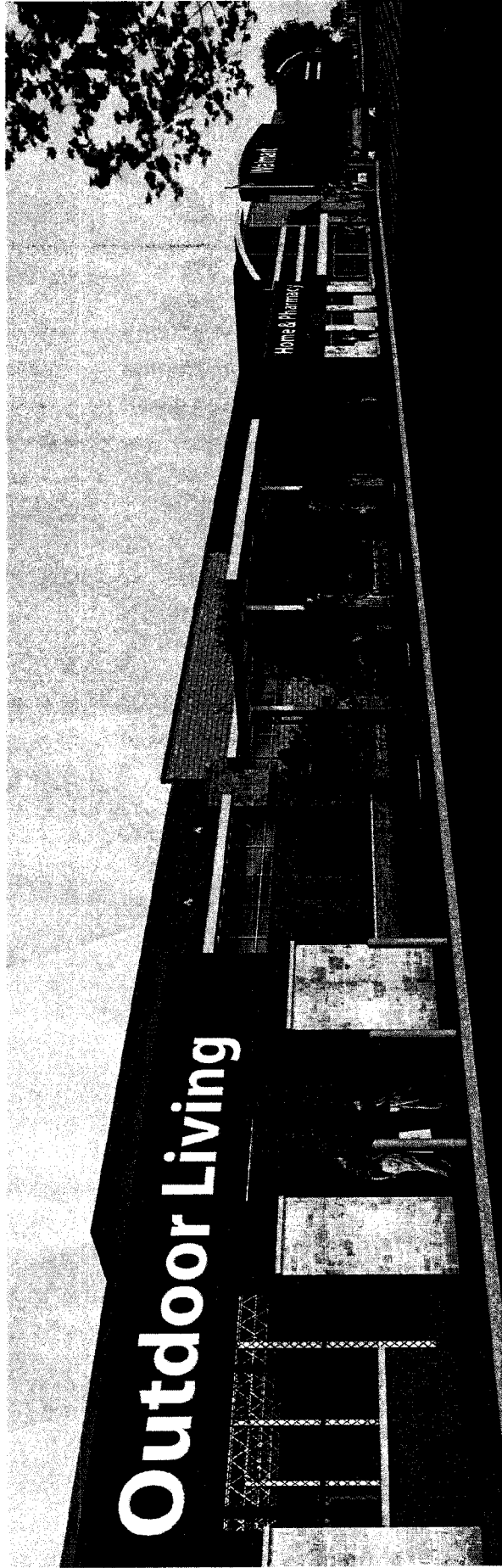
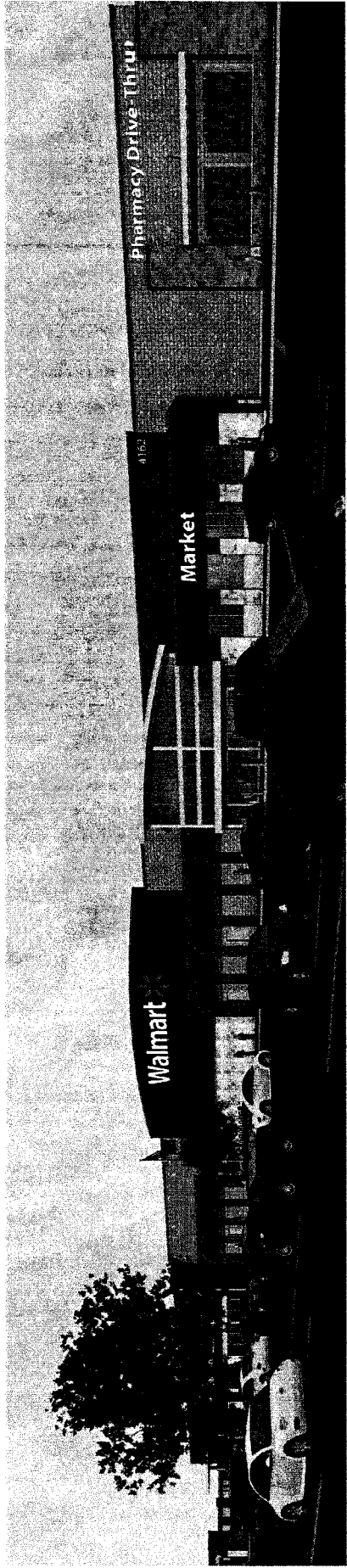
RIGHT ELEVATION

FOR AHTJ REVIEW - CLIENT APPROVED
 Building images shown are an artistic representation
 and do not represent actual construction. They may
 vary from those shown here to those in progress.

SAN ANTONIO (WURZBACH), TX #4162

15 JUNE 2012





15 JUNE 2012

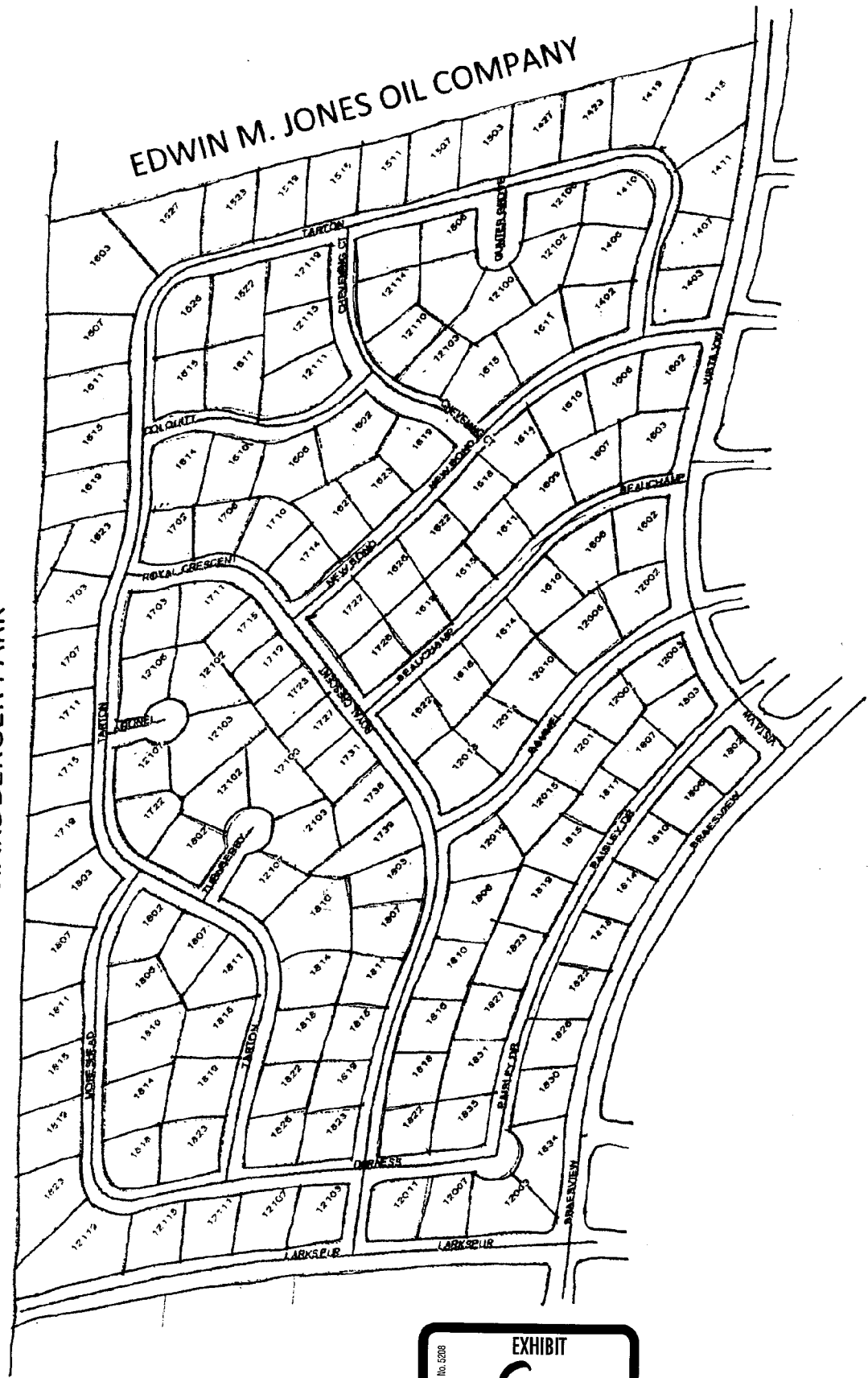
SAN ANTONIO (WURZBACH), TX #4162

PERSPECTIVES

FOR A/R REVIEW - CLIENT APPROVED
 Building images shown as an artistic representation
 and are not intended to represent any specific
 architectural construction.

EDWIN M. JONES OIL COMPANY

HARDBERGER PARK



Blumberg No. 6208
EXHIBIT
G

 NORTH CASTLE HILLS

Doc# 20120136140
Pages 36
07/18/2012 10:48AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$152.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
07/18/2012 10:48AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff