

## City of Fair Oaks Ranch

7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

PH: (210) 698-0900. FAX: (210) 698-3565. [bcodes@fairoaksranchtx.org](mailto:bcodes@fairoaksranchtx.org) [www.fairoaksranchtx.org](http://www.fairoaksranchtx.org)

### UNIVERSAL APPLICATION (FORM UA)

All applications must be submitted with:

(1) A complete **Universal Application** form (2 pages), and

(2) A complete **Specific Application Form** with all materials listed in the checklist for the specific application.

The City staff is available to assist you in person at City Hall or over the phone at (210) 698-0900.

#### DEVELOPMENT INFORMATION

Project Name/Address/Location: **BOTANICA FAIR OAKS** Acreage: **19.799**  
 Brief Description of Project: **LUXURY BUILD TO RENT COMMUNITY**  
 Is property platted? ☒ No ☐ Yes Subdivision name: **TBD (PLATTING)** No. of Lots: **N/A**  
 Recordation #: **TBD (PLATTING)** Parcel(s) Tax ID#: **PROP ID - 1049681 (BEXAR CO.)**  
 Existing Use: **RANGE NATIVE PASTURE** Proposed Use: **MULTI-UNIT RESIDENTIAL COMMUNITY**  
 Current Zoning: **MIXED USE VILLAGE** Proposed Zoning: **NO CHANGE**  
 Occupancy Type: **R-2** Sq. Ft: **1,048** Bed #: **1 & 2** Bath #: **1 & 2** Car Garage #: **2**  
 Water System ☐ Well ☒ Public Flood Zone: ☐ Yes ☒ No Sewer System: ☐ Septic ☒ Public

#### PROPERTY OWNER INFORMATION

Owner: **Mark & Brenda Minahan** Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

#### APPLICANT INFORMATION

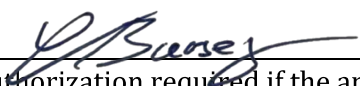
Applicant/Developer: **UGro-P6 Botanica Fair Oaks LLC** Contact Name: **Jonathan Bursey**  
 Address: **5851 San Felipe, Suite 230** City/State/ZIP: **Houston, TX 77057**  
 Phone: **310.871.9027** Email: **jon@urbanistusa.com**

#### KEY CONTACT INFORMATION

Name of the Individual: **Andrew Belton, P.E.** Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_  
 Phone: **210-375-9000** E-mail: **EKatzfey@pape-dawson.com**

SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)

Jonathan Bursey

Signature:  Date: **2/1/2023**

(Signed letter of authorization required if the application is signed by someone other than the property owner)

**ATTACHED**

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

DATE REC'D: \_\_\_\_\_ BY: \_\_\_\_\_

FEES PAID: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

APPLICATION/PERMIT NO: \_\_\_\_\_ EXP DATE: \_\_\_\_\_

Applications shall be processed based on the City's official submission dates. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda.

**SPECIFIC APPLICATION FORM (S1-S39).** Please check the appropriate type below:**Land Use Policy Related**

(Section 3.9 of the UDC)

- ☐ Annexation\* - Form S1
- ☐ Comprehensive Plan Amendment (Text)
- ☐ Unified Development Code (UDC) Text Amendment
- ☐ Rezoning/ FLUM amendment\* - Form S2
- ☐ Special Use Permit\* - Form S3
- ☐ Planned Unit Development (PUD)\* - Form S4
- ☐ Development Agreement
- ☐ Conservation Development Alternative\* (CDA) (Section 4.8) - Form S5

**Subdivision and Property Development Related**

(Section 3.8 of the UDC)

- ☐ Amending Plat\* - Form S6
- ☒ Minor Plat\* - Form S7
- ☐ Development Plat\* - Form S8
- ☐ Concept Plan\*\* - Form S9
- ☐ Preliminary Plat\* - Form S10
- ☐ Final Plat\* - Form S11
- ☐ Replat\* - Form S12
- ☐ Construction Plans\* - Form S13
- ☐ Vacating Plat
- ☐ Plat Extension

**Site Development Related**

(Section 3.9 of the UDC)

- ☐ Vested Rights Verification Letter
- ☐ Zoning Verification Letter
- ☐ Written Interpretation of the UDC
- ☐ Temporary Use Permit\* - Form S14
- ☐ Special Exception\* - Form S15
- ☐ Site Development Permit\* (Site Plan Review) - Form S16
- ☐ Floodplain Development Permit\* - Form S17
- ☐ Stormwater Permit\* - Form S18
- ☐ Certificate of Design Compliance\* - Form S19
- Appeal of an Administrative Decision
- ☐ Zoning ☐ Others
- Variance
- ☐ Policy ☐ Judicial\* - Form S20
- ☐ Sign Special Exception/Appeal to an Administrative Decision
- ☐ Administrative Exception
- ☐ Permit for Repair of Non-Conforming Use/Building
- ☐ Letter of Regulatory Compliance
- ☐ On-Site Sewage Facility Permit (OSSF)
- ☐ Certificate of Occupancy (CO)\* - Form S21
- ☐ Relief from Signage Regulations
- ☐ Group Living Operation License\* - Form S22
- ☐ Grading/Clearance Permit - Form S23

**Building Permits Related****Commercial**

- ☐ New/Remodel/Addition\* - Form S24
- ☐ Fence\* - Form S25
- ☐ Miscellaneous\* - Form S26

**Residential**

- ☐ New Home\* - Form S27
- ☐ Remodel/Addition\* - Form S28
- ☐ Detached Buildings\* - Form S29

**Others**

- ☐ Solar\* - Form S30
- ☐ Swimming Pool\* - Form S31
- ☐ Demolition, Drive or Move
- ☐ New Lawn/Water\* - Form S32
- ☐ Backflow Device/Irrigation Systems - Form S33
- ☐ Sign\* (Permanent) - Form S34 A
- ☐ Sign\* (Temporary) - Form S34 B
- ☐ Appeal of Denial of Sign Permit
- ☐ Master/ Common Signage Plan\* - Form S35
- ☐ Water Heater or Water Softener\* - Form S36
- ☐ Right-of-Way Construction\* - Form S37
- ☐ Flatwork\* - Form S38

**Inspections**

- ☐ Mechanical ☐ Electrical
- ☐ Plumbing ☐ Building
- ☐ Others \_\_\_\_\_

**Water- Wastewater Service**

- ☐ Connect/ Disconnect Form\* - Form S39

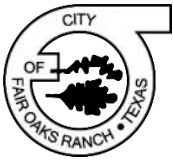
\*These types of applications require additional information as listed in the Specific Application Form. Refer to **Appendix B** of the Administrative Procedures Manual for more information.

\*\* The Concept Plan is required for PUD and CDA, and for Rezoning if included in a previously approved Concept Plan.

**Application Checklist for all Applications**

- ☒ Universal Application Form (Form UA).
- ☒ Items listed in the checklist for the Specific Application Form (Form S#) <sup>1</sup>. (Please make sure the boxes are checked)
- ☒ Application Processing Fees and other application fees.
- ☒ Letter of intent explaining the request in detail and reason for the request.
- ☐ Signed Letter of Authorization required if the application is signed by someone other than the property owner.
- ☒ Site plan and shapefile drawings (if applicable) for the property
- ☒ Location map clearly indicating the site in relation to adjacent streets and other landmarks
- ☒ One (1) copy of proof of ownership (recorded property deed or current year tax statements)
- ☐ One (1) USB drive containing the general required documents in Adobe PDF format (if required)

<sup>1</sup>For items that are duplicated in the specific type of application, only one copy is required.



## City of Fair Oaks Ranch

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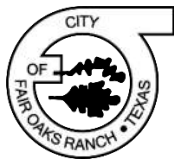
# S10

## SPECIFIC APPLICATION FORM - PRELIMINARY PLAT

### Section 3.8 (4) of the Unified Development Code

The following steps must be completed, and the items must be submitted for the application to be deemed complete and processed:

- ☒ A completed Universal Development Application and checklist signed by the owner/s of the property.
- ☒ Payment of all other applicable fees (see Schedule of Fees).
- ☒ An accurate metes and bounds description of the subject property (or other suitable legal description).
- ☒ Location/vicinity map showing the location and boundaries of the proposed zoning. Indicate scale or not to scale (NTS) and provide north arrow.
- ☒ Tax certificate/s showing that all taxes owing to the State, County, School District, City and/or any other political subdivision have been paid in full to date.
- ☒ Pre-Application Conference prior to application submittal.
- ☒ Approved copy of a Concept Plan or other approved plats, if applicable.
- ☒ Concept plan approval (if required).
- ☒ A title report.
- ☐ Three (3) copies (full size) of complete sets of construction plans (plan views) to be submitted after Preliminary Plat approval and prior to submittal of a Final Plat application.
- ☒ One (1) copy (11x17) of proposed plat.
- ☐ One (1) copy (11x17) of all existing recorded plats pertaining to the preliminary plat.
- ☒ Basic engineering information, if deemed necessary by the City.
- ☒ Letter of Certification from each utility provider servicing this area (CPS, PEC, SAWS, Time Warner, Grey Forest, GBRA, Spectrum, etc.) or proof that these have been requested.
- ☐ Letter from USPS and other service providers to ensure the name of the proposed subdivision and streets, or any of the physical features, (such as streets, parks, etc.) must not be so similar to the names of any similar features in the county or in any incorporated town or city therein. Streets, which are a continuation of any existing street, shall take the name of the existing street.
- ☒ Drainage/Stormwater plan, if any grade changes.



## City of Fair Oaks Ranch

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- ☒ Tree Plan designating all trees proposed for removal or preservation and describing the measures proposed to protect remaining trees during development as per Unified Development Code Section 8.8. Tree Plan needs to be approved prior to Preliminary Plat approval.
- ☒ Electronic copies of the required exhibits in "PDF" format and shapefile for property boundary where applicable should be submitted in a USB flash drive or via email.
- ☒ Acknowledgement that the applicant or representative will attend all Planning and Zoning Commission, City Council and applicable meetings where this request is discussed.

Additional Requirements. The City Manager (or designee) may, from time to time, identify additional requirements for a complete application that are not contained within but are consistent with the application contents and standards set forth in the UDC and state statutes.



February 20, 2023

Via Email: [bcodes@fairoaksranchtx.org](mailto:bcodes@fairoaksranchtx.org)

City of Fair Oaks Ranch  
7286 Dietz Elkhorn  
Fair Oaks Ranch, Texas 78015

Re: Botanica Fair Oaks

To whom it may concern:

Please consider this a letter of intent to plat the above referenced development.

The property is located east of Ralph Fair Road between Dietz Elkhorn Road and Arbor Falls. The site will be platted as one lot within the Fair Oaks Multifamily Plat. The new development's specific land uses will be determined as the planning process proceeds, but initial concept plans are proposing a multifamily development.

If you have questions or require any additional information, please do not hesitate to contact our office at your earliest convenience.

Sincerely,  
Pape-Dawson Engineers, Inc.

A handwritten signature in blue ink, appearing to read 'Andrew Belton', with a stylized flourish at the end.

Andrew Belton, P.E.  
Associate Vice President

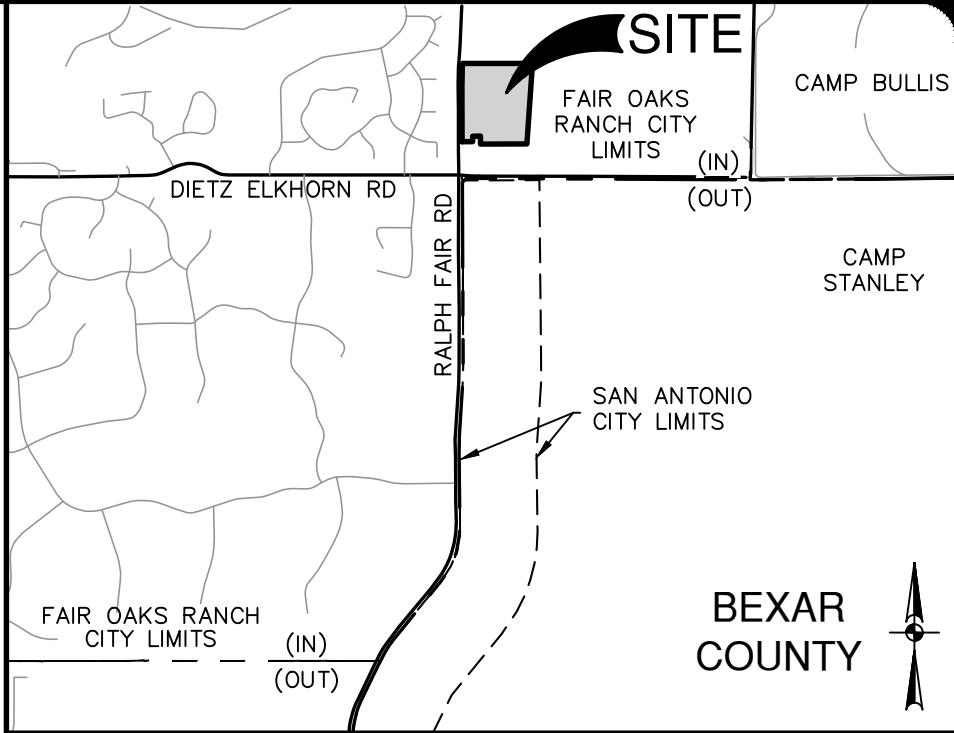
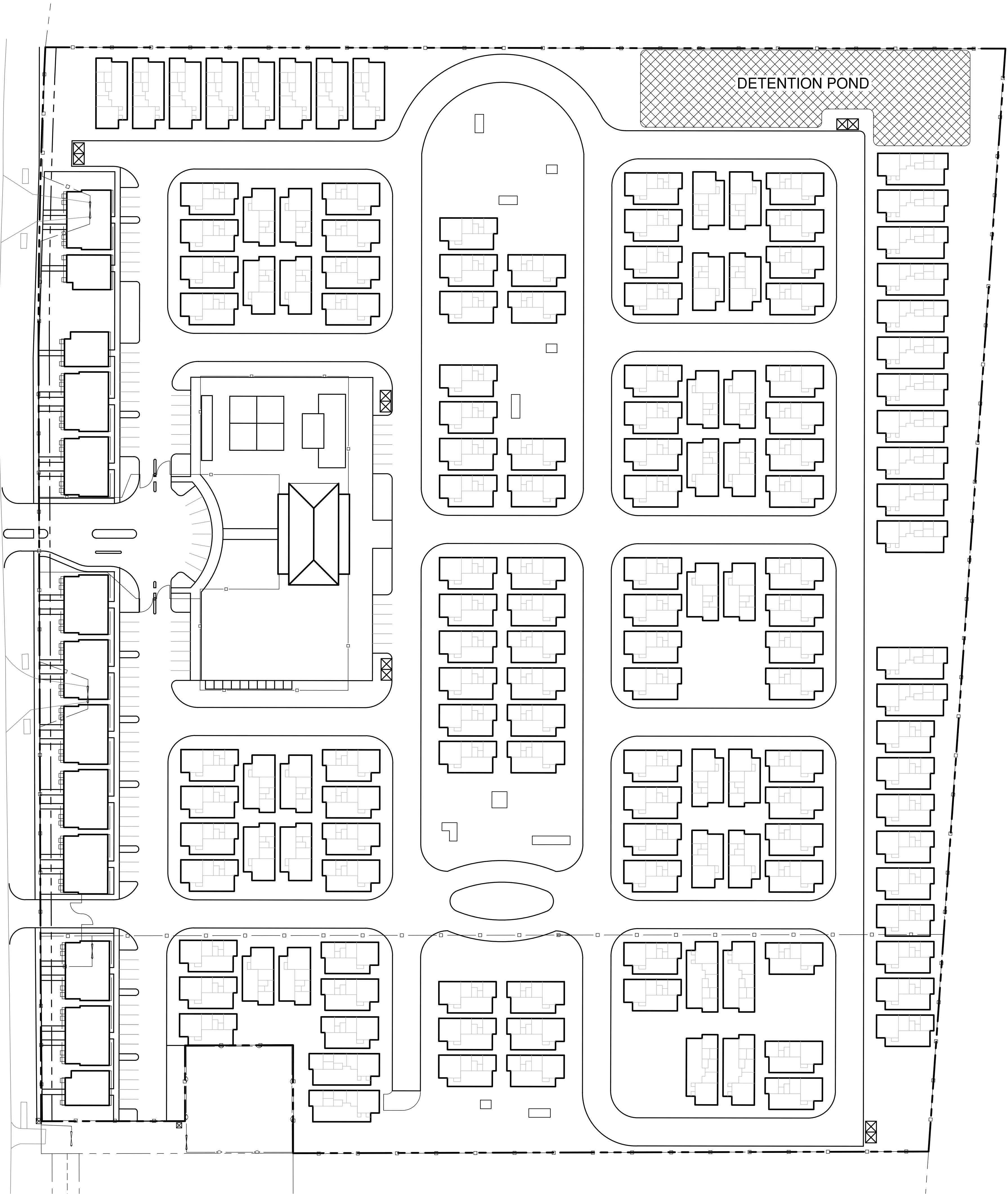
Attachments

P:\129\73\00\Word\Letters\230220\_Letter of Intent Plat.doc

Date: Jan 31, 2023, 5:03am User ID: ccs@wright  
File: P:\123\123\00\Design\Exhibits\230227\_Overall\_Siteplan.dwg

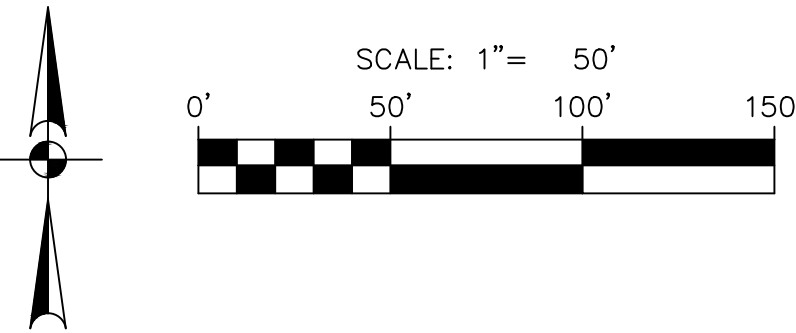
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RALPH FAIR RD (FM 3351)

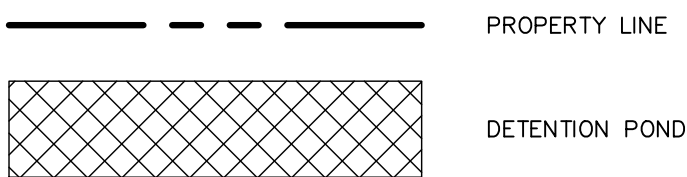


LOCATION MAP

NOT-TO-SCALE



LEGEND



**PAPE-DAWSON**  
**ENGINEERS**  
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

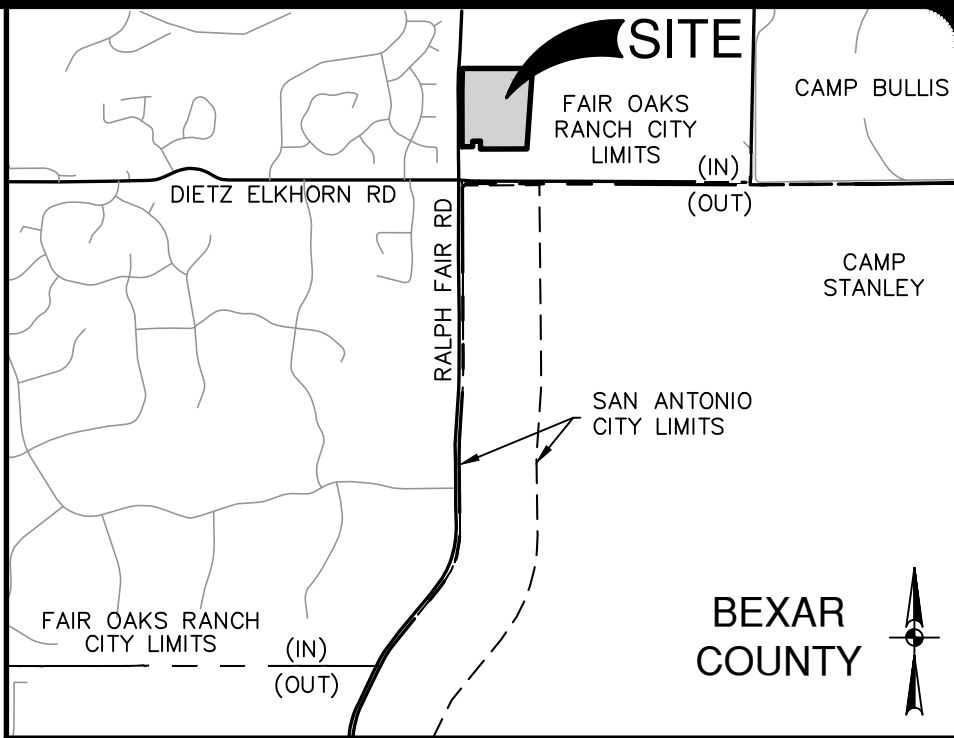
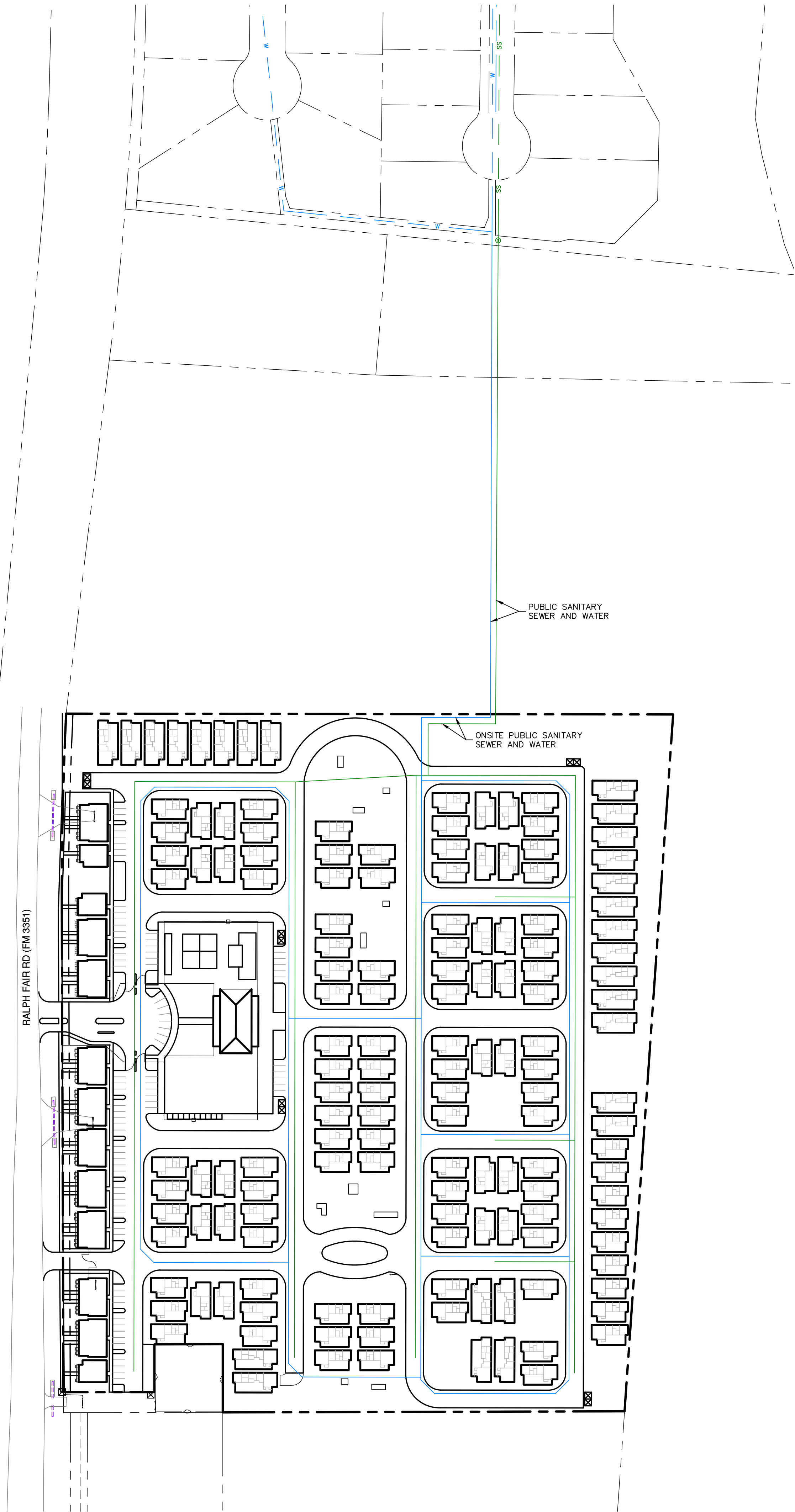
**FAIR OAKS MULTIFAMILY**  
FAIR OAKS RANCH, TEXAS  
OVERALL SITE PLAN

PLAT NO.	N/A
JOB NO.	12973-00
DATE	JANUARY 2023
DESIGNER	AA
CHECKED	EK DRAWN AA
SHEET	1 OF 3



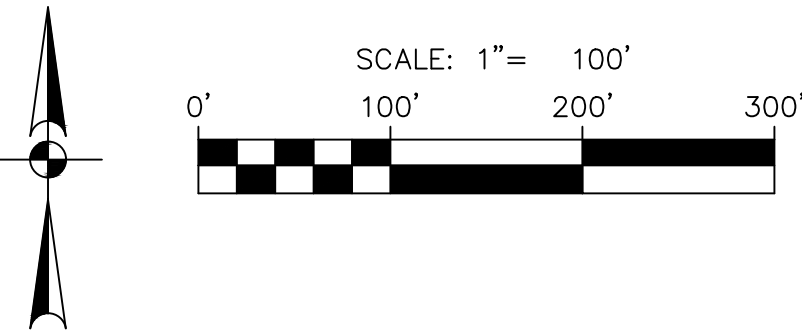
Date: Jan 31, 2023 5:03am User ID: ccs@ingrton  
File: P:\123\123\00\Design\Exhibits\230227\_Overall\_Siteplan.dwg

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LOCATION MAP

NOT-TO-SCALE



LEGEND

- PROPERTY LINE
- PROPOSED 8" FIRE/WATER LINE
- EXISTING 8" WATER LINE
- PROPOSED 8" SEWER LINE
- EXISTING 8" SEWER LINE

\*ON-SITE UTILITIES TO BE PRIVATE

**PAPE-DAWSON**  
**ENGINEERS**

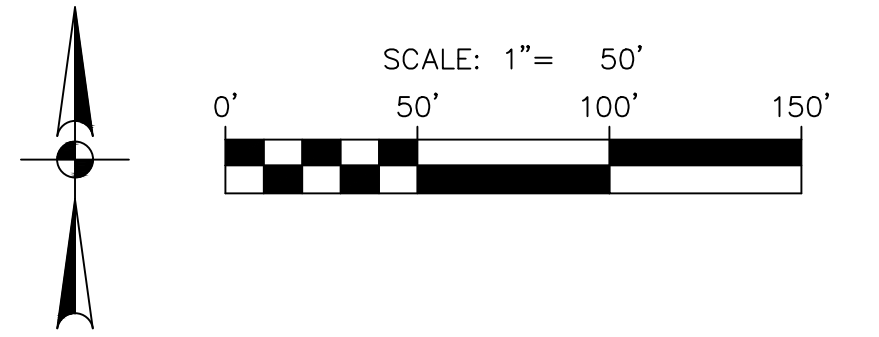
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

**FAIR OAKS MULTIFAMILY**  
FAIR OAKS RANCH, TEXAS

OVERALL UTILITY EXHIBIT

PLAT NO.	N/A
JOB NO.	12973-00
DATE	JANUARY 2023
DESIGNER	AA
CHECKED	EK DRAWN AA
SHEET	2 OF 3





This document is released  
for INTERIM REVIEW  
purposes ONLY under  
the authorization of  
Thomas Matthew Carter,  
E. #79272 on 1/31/2023  
This document is not  
to be used for  
CONSTRUCTION.

**PAPE-DAWSON  
ENGINEERS**  
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Precipitation						
Watershed	Area	PA1				
	Area (ac)	CN (unitless)	Tc (min)	Peak Flow (cfs)		
				5	25	100
Existing Conditions						
Existing Overall Watershed	21,944	77.00	24	64.88	130.12	206.06
Proposed Conditions						
Proposed Overall Watershed	21,944	85.00	25	80.99	147.03	222.01

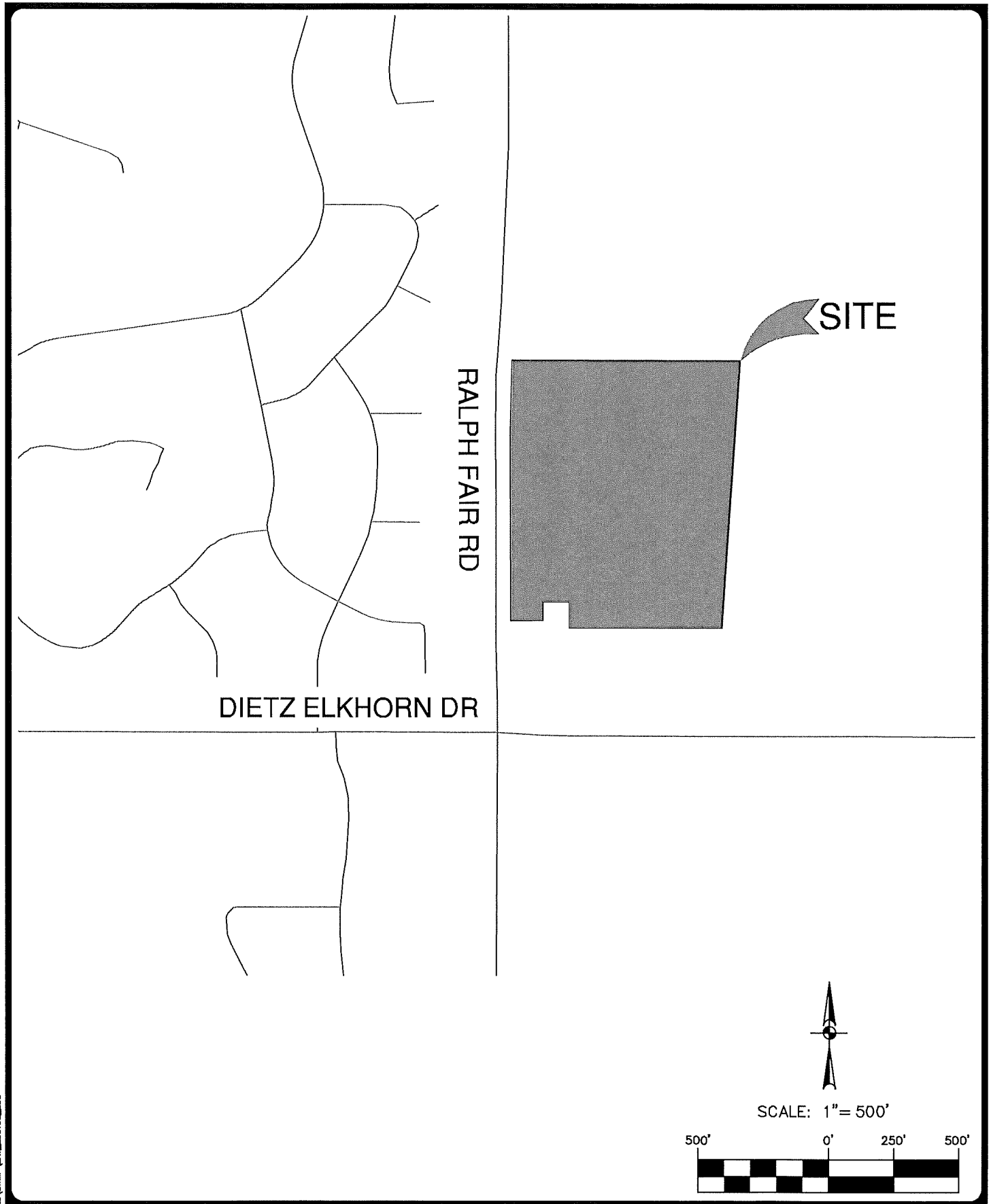
- 1 Watershed from watershed tab
- 2 Area from watershed tab
- 3 CN from coefficient tab
- 4 Tc from time of concentration tab
- 6 Peak Flow determined utilizing the unit hydrograph method

**FAIR OAKS MULTIFAMILY**  
**FAIR OAKS RANCH, TEXAS**

# GRADING AND DRAINAGE EXHIBIT

PLAT NO. N/A  
JOB NO. 12973-00  
DATE JANUARY 2023  
DESIGNER AA  
CHECKED EK DRAWN AA  
SHEET 3 OF 3





Printed: January 30, 2023, 11:48 AM -- User ID: P:\Houghton  
 File: P:\12973\1297300\Design\Location Map\1297300\_LOC

JOB NO. 12973-00  
 DATE JANUARY  
 DESIGNER RH  
 CHECKED EK DRAWN RH  
 SHEET EXH 1

# FAIR OAKS MULTIFAMILY FAIR OAKS RANCH, TEXAS LOCATION MAP

**PAPE-DAWSON  
 ENGINEERS**  
 SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.376.9000  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

10-1350

**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.**

**WARRANTY DEED WITH VENDOR'S LIEN**

Date: November 24, 2010

Grantor: MARIA E. GARZA



**Grantor's Mailing Address:**

MARIA E. GARZA  
1123 Sutton Drive  
San Antonio, Texas 78228-4153  
Bexar County

Grantee: MARK J. MINAHAN and BRENDA MINAHAN

**Grantee's Mailing Address:**

MARK J. MINAHAN  
P.O. Box 417  
Boerne, Texas 78006  
Kendall County

BRENDA MINAHAN  
P.O. Box 417  
Boerne, Texas 78006  
Kendall County



**Consideration:**

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Gregory M. Ruhnke, trustee.

**Property (including any improvements):**

BEING 16.288 acres, more or less, out of M. De La Luz Guerra Survey Number 172, Abstract Number 257, Bexar County, Texas, being more particularly described in Exhibit

“A” attached hereto and made a part hereof.

**Reservations and Exceptions to Conveyance and Warranty:**

1. Restrictive Covenants as shown in Volume 9133, Page 1073, Official Public Records of Real Property of Bexar County, Texas.
2. Visible and apparent easements on or across property herein described, which do not appear of record.
3. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.
4. City zoning ordinances and restrictions, if any.
5. Royalty interest in all oil, gas and other minerals recorded in Volume 1097, Page 281, Deed Records, Bexar County, Texas.
6. Any and all unrecorded leases.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

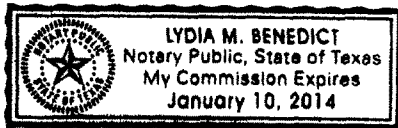
  
\_\_\_\_\_  
MARIA E. GARZA



STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on November 24, 2010, by  
MARIA E. GARZA.



Lydia M. Benedict  
Notary Public, State of Texas  
My commission expires: 01-10-14

PREPARED IN THE OFFICE OF:

TAYLOR & RUHNKE, P.C.  
3392 Hwy 16 South  
Bandera, Texas 78003

AFTER RECORDING RETURN TO:

AFTER RECORDING RETURN TO  
BANDERA TITLE COMPANY  
P.O. BOX 280  
BANDERA, TX 78003

**FIELD NOTES  
FOR  
16.288 ACRES**

**BEING** 16.288 Acres out of the M. De La Luz Guerra Survey Number 172, Abstract Number 257, C.B. 4741, in Bexar County, Texas, and being part of a 20.139 acre tract of land recorded in Volume 5787, Page 1967 in the Bexar County Official Public Records, and being more particularly described by metes and bounds as follows:

**BEGINNING** At a found ½" iron rod with "Pfeiffer Cap" for the southwest corner of this tract and the northwest corner of a 3.5 acre tract as recorded in Volume 12843, Page 2112 of the Public Records of Bexar County, Texas, said point being in the east right-of-way of FM 3351 (Ralph Fair Road);

**THENCE** North 00° 00' 07" West a distance of 534.59 feet with said right-of-way to a found ½" iron rod with "ACES" Cap for a point of curvature;

**THENCE** curving to the right with a central angle of 2° 54' 14", a radius of 5679.58, a curve length of 287.86 and a chord bearing and distance of N 01° 18' 06" East a distance of 287.83 feet at a found ½" iron rod with for a point of tangency, the northwest corner of this tract, the southwest corner of a 159.74 acre tract as recorded in Volume 9675, Page 2082 of the Public Records of Bexar County, Texas, and the east line of said FM 3351.

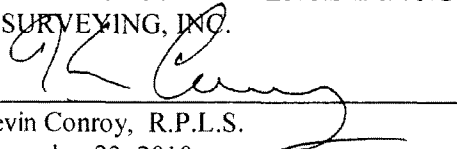
**THENCE** departing said right-of-way South 89° 42' 11" East a distance of 888.51 feet with the south line of said 159.74 acre tract to a found ½" iron rod for the northeast corner of this tract;

**THENCE** South 04° 07' 46" West a distance of 820.52 feet with the line of said 159.74 acre tract to a found ½" iron rod with "Pfeiffer Cap" for the southeast corner of this tract and the northeast corner of the aforementioned 3.5 acre tract;

**THENCE** North 89° 57' 17" West a distance of 835.92 feet with the North line of said 3.5 acre tract to the **POINT OF BEGINNING** and containing 16.288 acres, more or less, in Bexar County, Texas.

Plat of survey provided.

ALAMO CONSULTING ENGINEERING  
& SURVEYING, INC.

  
Kevin Conroy, R.P.L.S.  
November 23, 2010  
Job # 12780

DOC F/PROJECT/SURVEY/12780/DOC/FN FOR 16.288 AC



Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 03 2010

Doc# 20100217039 Fees: \$28.00  
12/03/2010 4:10PM # Pages 4  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

EXHIBIT "A"



  
COUNTY CLERK BEXAR COUNTY, TEXAS



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**WARRANTY DEED**

**Date:** July 21, 2014

**Grantor:** T & R EAT, LC

**Grantor's Mailing Address:**

3392 Highway 16 South  
Bandera, Texas 78003  
Bandera County

**Grantee:** MARK J. MINAHAN and BRENDA MINAHAN

**Grantee's Mailing Address:**

P. O. Box 417  
Boerne, Texas 78006  
Kendall County

**Consideration:**

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

**Property (including any improvements):**

Being 3.5 acres of land, more or less, out of the M. De La Luz Guerra Survey No. 172, Abstract No. 257, County Block 4741 in Bexar County, Texas, being more particularly described on Exhibit "A" attached hereto and made a part hereof.

**Reservations and Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not;

**Book 16788 Page 898 3pgs**

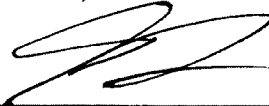


all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2014, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

T & REAT, LC

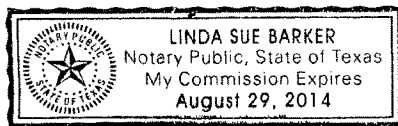



GREGORY M. RUHNKE, President

STATE OF TEXAS §

COUNTY OF BANDERA §

This instrument was acknowledged before me on July 21, 2014 by GREGORY M. RUHNKE, President of T & REAT, LC.



  
Notary Public, State of Texas  
My commission expires: 8/29/2014

PREPARED IN THE OFFICE OF:

TAYLOR & RUHNKE, P.C.  
3392 Hwy 16 South  
Bandera, Texas 78003

AFTER RECORDING RETURN TO:  
AFTER RECORDING RETURN TO  
BANDERA TITLE COMPANY  
P.O. BOX 230  
BANDERA, TX 78003

## EXHIBIT 'A'

File No.: 1213155-SA90 (RAD)  
Property: Ralph Fair Road, San Antonio, TX 78015

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR  
PHOTO COPY, DISCOLORED PAPER ETC.

FIELNOTES FOR 3.5 ACRES OF LAND, MORE OR LESS, OUT OF THE M. OE LA LUZ GUERRA SURVEY NUMBER 172, ABSTRACT NUMBER 257, COUNTY BLOCK 4741 IN BEXAR COUNTY, TEXAS, (LOCATIONS AND CONFIGURATIONS OF ANY ORIGINAL PATENTS, ETC. ON OR ADJOINING THIS TRACT ARE APPROXIMATE, SAID PATENTS, ETC. WERE NOT RESEARCHED OR LOCATED ON THE GROUND. PATENT PROBLEMS AND/OR CONFLICTS MAY EXIST.) AND BEING PART OF A 20.139 ACRE TRACT OF LAND CONVEYED TO MARIA E. GARZA RECORDED IN VOLUME 5787, PAGE 1967 IN THE BEXAR COUNTY OFFICIAL PUBLIC RECORDS; SAID 3.5 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL IRON PINS CITED ARE ½" DIAMETER.

REFERENCE IS MADE TO A 12" X 18" PLAT OF 3.5 ACRES DATED DECEMBER 27, 2004 AND APRIL 20, 2005 ACCOMPANYING THESE FIELDNOTES.

BEARING BASE USED: GEOELECTIC NORTH DERIVED FROM G.P.S. OBSERVATIONS.

BEGINNING AT A FOUND IRON PIN BY FENCE CORNER ON THE WEST LINE OF A 159.74 ACRE TRACT OF LAND CONVEYED TO THE CORLEY FAMILY, L.L.C. DESCRIBED IN EXHIBIT "A" IN DEED RECORDED IN VOLUME 9675, PAGE 2082 - BEXAR COUNTY OFFICIAL PUBLIC RECORDS FOR THE NORTHEAST CORNER OF THE ADJOINING 4.939 ACRE TRACT OF LAND CONVEYED TO MICHAEL G. CHATELLE, ET UX RECORDED IN VOLUME 4846, PAGE 1787 - BEXAR COUNTY OFFICIAL PUBLIC RECORDS, THE SOUTHEAST CORNER OF THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE SOUTHERLY LINE OF THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT, NORTH 89° 57' 17" WEST, 587.81 FEET TO A FOUND IRON PIN BY FENCE CORNER FOR THE SOUTHEAST CORNER OF THE ADJOINING 0.321 ACRE TRACT OF LAND CONVEYED TO AMERICAN TOWER, L.P. RECORDED IN VOLUME 9133, PAGE 1068 - BEXAR COUNTY OFFICIAL PUBLIC RECORDS.

THENCE ALONG THE EAST, NORTH AND WEST LINES OF THE ABOVE REFERENCED AMERICAN TOWER 0.321 ACRE TRACT, NORTH 00° 81' 45" EAST, 100.00 FEET TO A FOUND IRON PIN FOR THE NORTHEAST CORNER OF SAID AMERICAN TOWER 0.321 ACRE TRACT, NORTH 89° 57' 17" WEST, 100.00 FEET TO A SET IRON PIN WITH CAP FOR THE NORTH NORTHWEST CORNER OF SAID AMERICAN TOWER 0.321 ACRE TRACT, SOUTH 00° 08' 45" WEST, 70.00 FEET TO A SET IRON PIN WITH CAP, AND NORTH 89° 57' 17" WEST, 133.24 FEET TO A SET IRON PIN WITH CAP ON THE EAST LINE OF RALPH FAIR ROAD FOR THE WEST NORTHWEST CORNER OF SAID AMERICAN TOWER, 0.321 ACRE TRACT AND SOUTHWEST CORNER OF THIS TRACT.

THENCE ALONG THE EAST LINE OF RALPH FAIR ROAD, NORTH 00° 01' 35" WEST, 171.01 FEET TO A SET IRON PIN WITH CAP FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE CROSSING THROUGH THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT, SOUTH 89° 57' 17" EAST, 835.78 FEET TO A SET IRON PIN WITH CAP ON THE EAST LINE OF SAID GARZA 20.139 ACRE TRACT AND THE WEST LINE OF THE ABOVE REFERENCED ADJOINING CORLEY FAMILY 159.74 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE EAST LINE OF THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT AND THE WEST LINE OF SAID CORLEY FAMILY 159.74 ACRE TRACT, SOUTH 04° 11' 24" WEST, 201.54 FEET TO THE PLACE OF BEGINNING.

A.P.N. 04741-000-0047

Doc# 2888235124 Fees: \$44.00  
10/30/2008 1:12PM # Pages 8  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

OCT 30 2008



*Gerard Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS



*Gerard Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20140126167 Fees: \$34.00  
07/28/2014 9:51AM # Pages 3  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK

JUL 28 2014

1213155-SA90

1 of 1

METES AND BOUNDS DESCRIPTION  
FOR

A 19.799 acre, or 862,452 square feet more or less, tract of land comprised of all of the 3.5 acre tract described in instrument to Mark J. and Brenda Minahan recorded in Volume 16788, Page 898 in the Official Public Records of Bexar County, Texas, and all of the 16.288 acre tract described in instrument to Mark J. and Brenda Minahan recorded in Volume 14756, Page 2229 in said Official Public Records, in the Maria De La Luz Guerra Survey No. 172, Abstract No. 257, County Block 4741, in the City of Fair Oaks Ranch, Bexar County, Texas. Said 19.799 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

- BEGINNING:** At a found ½" iron rod on the east right-of-way line of Ralph Fair Road (F.M. 3351), a variable width public right-of-way, at the southwest corner of said 3.5 acre tract and the most westerly northwest corner of the 0.321 acre tract described in Volume 9133, Page 1068 in said Official Public Records;
- THENCE:** N 00°11'48" W, along and with the east right-of-way line of said Ralph Fair Road and a west line of said 3.5 acre tract, at a distance of 170.87 feet passing a found iron rod with cap marked "ACES", at the northwest corner of said 3.5 acre tract and the southwest corner of said 16.288 acre tract, continuing along and with the east right-of-way line of said Ralph Fair Road and the west line of said 16.288 acre tract, a total distance of 705.48 feet to a found mag nail;
- THENCE:** Northeasterly, continuing along and with the east right-of-way line of said Ralph Fair Road and the west line of said 16.288 acre tract, along a tangent curve to the right, said curve having a radius of 5679.58 feet, a central angle of 02°54'18", a chord bearing and distance of N 01°15'21" E, 287.93 feet, for an arc length of 287.96 feet to a point, at the northwest corner of said 16.288 acre tract and the southwest corner of the 159.74 acre tract described in Volume 18763, Page 4 in said Official Public Records, from which a found ½" iron rod bears N 89°55'08" W, a distance of 0.62 feet;
- THENCE:** S 89°55'08" E, departing the east right-of-way line of said Ralph Fair Road, along and with the north line of said 16.288 acre tract and a south line of said 159.74 acre tract, a distance of 888.44 feet to a found ½" iron rod, at the northeast corner of said 16.288 acre tract and an angle point of said 159.74 acre tract;



Job No.:9110-21  
16.299 Acres  
Page 2 of 2

THENCE: S 03°59'17" W, along and with the east line of said 16.288 acre tract and a west line of said 159.74 acre tract, at a distance of 821.38 feet passing a found iron rod with cap marked "Pfeiffer", at the southeast corner of said 16.288 acre tract and the northeast corner of said 3.5 acre tract, continuing along and with an east line of said 3.5 acre tract and a west line of said 159.74 acre tract, a total distance of 1022.60 feet to a found ½" iron rod, at the southeast corner of said 3.5 acre tract, an angle point of said 159.74 acre tract and the northeast corner of the 4.939 acre tract described in Volume 4846, Page 1787 in said Official Public Records;

THENCE: S 89°50'53" W, along and with a south line of said 3.5 acre tract and the north line of said 4.939 acre tract, a distance of 588.07 feet to a found iron rod with cap marked "Reaves", at an angle point of said 3.5 acre tract, the northwest corner of said 4.939 acre tract, the northeast corner of Lot 1, Block 1, RFR Subdivision recorded in Volume 9532, Page 203 in the Deed and Plat Records of Bexar County, Texas, and the southeast corner of said 0.321 acre tract;

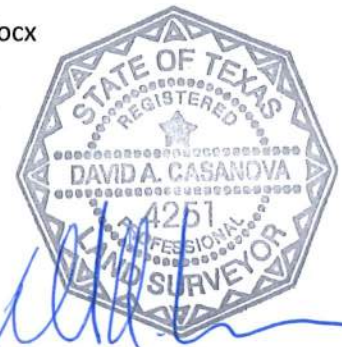
THENCE: N 00°00'27" E, along and with a west line of said 3.5 acre tract and the east line of said 0.321 acre tract, a distance of 100.00 feet to a found iron rod with cap marked "Pfeiffer", at an angle point of said 3.5 acre tract and the northeast corner of said 0.321 acre tract;

THENCE: S 89°48'39" W, along and with a south line of said 3.5 acre tract and a north line of said 0.321 acre tract, a distance of 100.00 feet to a found ½" iron rod, at an angle point of said 3.5 acre tract and most northerly northwest corner of said 0.321 acre tract;

THENCE: S 00°00'27" W, along and with an east line of said 3.5 acre tract and a west line of said 0.321 acre tract, a distance of 70.00 feet to a found iron rod with cap marked "Pfeiffer";

THENCE: S 89°58'12" W, along and with a south line of said 3.5 acre tract and a north line of said 0.321 acre tract, a distance of 133.14 feet to the POINT OF BEGINNING and containing 19.799 acres in the City of Fair Oaks Ranch, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 9110-21 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: August 23, 2021  
JOB NO. 9110-21  
DOC. ID. N:\Survey21\21-9100\9110-21\Word\9110-21 FN 19.799 AC.docx



## Bexar CAD

Property Search > 1049681 MINAHAN MARK J &  
BRENDA for Year 2022

Tax Year: 2022

## Property

**Account**

Property ID:	1049681	Legal Description:	CB 4741 P-4B & P-4E ABS 257
Geographic ID:	04741-000-0046	Zoning:	OCL
Type:	Real	Agent Code:	60075
Property Use Code:	002		
Property Use Description:	Rural		

**Protest**

Protest Status:  
Informal Date:  
Formal Date:

**Location**

Address:	RALPH FAIR RD BOERNE, TX 78015	Mapsc0:	414A8
Neighborhood:	IH10/RALPH FAIR (BO)	Map ID:	21022
Neighborhood CD:	21022		

**Owner**

Name:	MINAHAN MARK J & BRENDA	Owner ID:	2743210
Mailing Address:	PO BOX 417 BOERNE, TX 78006-0417	% Ownership:	100.0000000000%
		Exemptions:	

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$1,250,000	\$1,310
(+) Timber Market Valuation:	+	\$0	\$0
-----			
(=) Market Value:	=	\$1,250,000	
(-) Ag or Timber Use Value Reduction:	-	\$1,248,690	
-----			
(=) Appraised Value:	=	\$1,310	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$1,310	

**Taxing Jurisdiction**

Owner: MINAHAN MARK J &amp; BRENDA

% Ownership: 100.000000000000%

Total Value: \$1,250,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax		
06	BEXAR CO RD & FLOOD	0.023668	\$1,310	\$1,310	\$0.31		
08	SA RIVER AUTH	0.018360	\$1,310	\$1,310	\$0.24		
09	ALAMO COM COLLEGE	0.149150	\$1,310	\$1,310	\$1.95		
10	UNIV HEALTH SYSTEM	0.276235	\$1,310	\$1,310	\$3.62		
11	BEXAR COUNTY	0.276331	\$1,310	\$1,310	\$3.62		
45	FAIR OAKS RANCH	0.329100	\$1,310	\$1,310	\$4.31		
61	BOERNE ISD	1.178600	\$1,310	\$1,310	\$15.44		
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$1,310	\$1,310	\$0.00		
Total Tax Rate:		2.251444					
Taxes w/Current Exemptions:					\$29.49		
Taxes w/o Exemptions:					\$29.49		

**Improvement / Building**

No improvements exist for this property.

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RNP	Range Native Pasture	16.2880	709505.28	0.00	0.00	\$1,028,910	\$1,080
2	RNP	Range Native Pasture	3.5000	152460.00	0.00	0.00	\$221,090	\$230

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$0	\$1,250,000	1,310	1,310	\$0	\$1,310
2021	\$0	\$1,034,360	1,310	1,310	\$0	\$1,310
2020	\$0	\$1,095,000	1,310	1,310	\$0	\$1,310
2019	\$0	\$1,051,500	1,310	1,310	\$0	\$1,310

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/24/2010	WD	Warranty Deed	GARZA MARIA E	MINAHAN MARK J & BRENDA	14756	2229	20100217039

**2023 data current as of Jan 31 2023 1:08AM.****2022 and prior year data current as of Jan 6 2023 6:47AM****For property information, contact (210) 242-2432 or (210) 224-8511 or email.**



**ALBERT URESTI, MPA, PCAC**

Bexar County Tax Assessor-Collector

**2022 REAL PROPERTY****04741-000-0046**

(ACCOUNT NUMBER)

01/31/2023

**OWNER:**

MINAHAN MARK J & BRENDA  
PO BOX 417  
BOERNE, TX 78006-0417

**LEGAL DESCRIPTION:**

CB 4741 P-4B &amp; P-4E ABS 257

**LOCATION: RALPH FAIR RD****ACREAGE: 19.7880**

APPAISED VALUE		CAP VALUE	HOMESTEAD VALUE	NON-QUAL VALUE
LAND	IMPROVEMENT			
1,310	0	0	0	0
AGRI. MKT VALUE		PROD VALUE		ASSESSED VALUE
1,250,000		1,310		1,250,000

TAXING UNIT	EXEMPTIONS	TAXABLE VALUE	TAX RATE	TAX AMOUNT
ROAD AND FLOOD	0 0 0 0	1,310	0.023668	0.31
ALAMO COMM COLLEGE	0 0 0 0	1,310	0.149150	1.95
HOSPITAL DISTRICT	0 0 0 0	1,310	0.276235	3.62
BEXAR COUNTY	0 0 0 0	1,310	0.276331	3.62
SA RIVER AUTHORITY	0 0 0 0	1,310	0.018360	0.24
FAIR OAKS RANCH	0 0 0 0	1,310	0.329100	4.31
<b>TAXES FOR 2022:</b>				<b>\$14.05</b>

IF YOU BELIEVE THIS STATEMENT WAS MAILED TO YOU IN ERROR, PLEASE CALL OUR OFFICE AT (210) 335-2251.

TAXES MAY BE PAID BY E-CHECK OR CREDIT CARD VIA THE INTERNET AT WWW.BEXAR.ORG/TAX OR BY PHONE AT 1-888-852-3572.

DETACH HERE AND RETURN WITH PAYMENT

5.1.112

Para obtener informacion, por favor llame (210) 335-2251. Please call (210) 335-2251 for information.

ASSESSMENT RATIO FOR ALL UNITS IS 100%. SEE BACK OF STATEMENT OR NEWSLETTER FOR IMPORTANT TAX INFORMATION.

01/31/2023

**2022 Payment Amount Due:**

If paid in JAN 2023 **14.05**  
If paid in FEB 2023 **15.03**  
If paid in MAR 2023 **15.33**

**DELINQUENT AFTER**  
**FEBRUARY 1, 2023**  
**AMOUNT PAID:**

**04741-000-0046**

MINAHAN MARK J & BRENDA  
PO BOX 417  
BOERNE, TX 78006-0417

**MAKE CHECK PAYABLE TO:**

**ALBERT URESTI, MPA, PCAC**  
BEXAR COUNTY TAX ASSESSOR-COLLECTOR  
P O BOX 2903  
SAN ANTONIO, TX 78299-2903

047410000046900 000001405 000001503 000001533 000001559 000000000 000000000

5:27


◀ Messages

LTE

Thank You for Your Payment

Approved

1/31/2023 6:26 PM Central Standard Time



Customer Name Mark J Minahan

Effective Date

1/31/2023

Approved 21279404

Item	Amount
Property Tax ACT	\$14.05
Subtotal:	\$14.05
Transaction Fee:	\$0.30

AA  [collectorsolutions.com](https://collectorsolutions.com) 

<

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THE LANGUAGE SET FORTH BELOW *MUST* BE INCORPORATED INTO A COVER LETTER ATTACHED TO ALL TITLE INSURANCE COMMITMENTS.

#### Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one (1) of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Our company's right to access and use Title Data's title plants is governed by the Subscription Agreement(s) we have with Title Data, which restricts who can receive and/or use a title insurance commitment, which is based in whole or in part, upon Title Data's records and information. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

**This Title Insurance Commitment should not be re-distributed without first confirming with the issuing agent what is permissible under the terms of their Subscription Agreement with Title Data.**



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

**COMMITMENT FOR TITLE INSURANCE (T-7)**

Issued By:

Commitment Number:

**Chicago Title Insurance Company****4300112105188**

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (Chicago Title Insurance Company, a Florida corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**Chicago Title Insurance Company**

By:

Issued By:

**Chicago Title of Texas, LLC**

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

Erica Tomblin

**CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



**SCHEDULE A**

Effective Date: May 20, 2021 at 8:00 AM  
Commitment No.: 4300112105188

GF No.: sct-48-4300112105188-DB  
Issued: May 27, 2021 at 8:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$4,250,000.00  
PROPOSED INSURED: JP Land Holdings, LLC

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:  
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- f. OTHER

Policy Amount:  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

[Mark J. Minahan and Brenda Minahan](#)

**SCHEDULE A**

(continued)

## 4. Legal description of land:

## Tract 1:

BEING 16.288 Acres out of the M. De La Luz Guerra Survey Number 172, Abstract Number 257, C.B. 4741, in Bexar County, Texas, and being part of a 20.139 acre tract of land recorded in [Volume 5787, Page 1967](#) in the Bexar County Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING At a found 1/2" iron rod with "Pfeiffer Cap" for the southwest corner of this tract and the northwest corner of a 3.5 acre tract as recorded in Volume 12843, Page 2112 of the Public Records of Bexar County, Texas, said point being in the east right-of-way of FM 3351 (Ralph Fair Road);

THENCE North 00° 00' 07" West a distance of 534.59 feet with said right-of-way to a found 1/2" iron rod with "ACES" Cap for a point of curvature;

THENCE curving to the right with a central angle of 2° 54' 14", a radius of 5679.58, a curve length of 287.86 and a chord bearing and distance of N 01° 18' 06" East a distance of 287.83 feet at a found 1/2" iron rod with for a point of tangency, the northwest corner of this tract, the southwest corner of a 159.74 acre tract as recorded in [Volume 9675, Page 2082](#) of the Public Records of Bexar County, Texas, and the east line of said FM 3351.

THENCE departing said right-of-way South 89° 42' 11" East a distance of 888.51 feet with the south line of said 159.74 acre tract to a found 1/2" iron rod for the northeast corner of this tract;

THENCE South 04° 07' 46" West a distance of 820.52 feet with the line of said 159.74 acre tract to a found 1/2" iron rod with "Pfeiffer Cap" for the southeast corner of this tract and the northeast corner of the aforementioned 3.5 acre tract;

THENCE North 89° 57' 17" West a distance of 835.92 feet with the North line of said 3.5 acre tract to the POINT OF BEGINNING and containing 16.288 acres, more or less, in Bexar County, Texas.

## Tract 2:

FIELONOTES FOR 3.5 ACRES OF LAND, MORE OR LESS, OUT OF THE M. DE LA LUZ GUERRA SURVEY NUMBER 172, ABSTRACT NUMBER 257, COUNTY BLOCK 4741 IN BEXAR COUNTY, TEXAS, (LOCATIONS AND CONFIGURATIONS OF ANY ORIGINAL PATENTS, ETC. ON OR ADJOINING THIS TRACT ARE APPROXIMATE, SAID PATENTS, ETC. WERE NOT RESEARCHED OR LOCATED ON THE GROUND. PATENT PROBLEMS AND/OR CONFLICTS MAY EXIST.) AND BEING PART OF A 20.139 ACRE TRACT OF LAND CONVEYED TO MARIA E. GARZA RECORDED IN [VOLUME 5787, PAGE 1967](#) IN THE BEXAR COUNTY OFFICIAL PUBLIC RECORDS; SAID 3.5 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL IRON PINS CITED ARE 1/2" DIAMETER.

REFERENCE IS MADE TO A 12" X 18" PLAT OF 3.5 ACRES DATED DECEMBER 27, 2004 AND APRIL 20, 2005 ACCOMPANYING THESE FIELDNOTES.

BEARING BASE USED: GEODETIC NORTH DERIVED FROM G.P.S. OBSERVATIONS.

BEGINNING AT A FOUND IRON PIN BY FENCE CORNER ON THE WEST LINE OF A 159.74 ACRE TRACT OF LAND CONVEYED TO THE CORLEY FAMILY, L.L.C. DESCRIBED IN EXHIBIT "A" IN DEED RECORDED IN [VOLUME 9675, PAGE 2082](#) - BEXAR COUNTY OFFICIAL PUBLIC RECORDS FOR THE NORTHEAST CORNER OF THE ADJOINING 4.939 ACRE TRACT OF LAND CONVEYED TO MICHAEL G. CHATELLE, ET UX RECORDED IN [VOLUME 4846, PAGE 1787](#) - BEXAR COUNTY

**SCHEDULE A**

(continued)

OFFICIAL PUBLIC RECORDS, THE SOUTHEAST CORNER OF THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE SOUTHERLY LINE OF THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT, NORTH 89° 57' 17" WEST, 587.81 FEET TO A FOUND IRON PIN BY FENCE CORNER FOR THE SOUTHEAST CORNER OF THE ADJOINING 0.321 ACRE TRACT OF LAND CONVEYED TO AMERICAN TOWER, LP. RECORDED IN [VOLUME 9133, PAGE 1068](#) - BEXAR COUNTY OFFICIAL PUBLIC RECORDS.

THENCE ALONG THE EAST, NORTH AND WEST LINES OF THE ABOVE REFERENCED AMERICAN TOWER 0.321 ACRE TRACT, NORTH 00° 81' 45" EAST, 100.00 FEET TO A FOUND IRON PIN FOR THE NORTHEAST CORNER OF SAID AMERICAN TOWER 0.321 ACRE TRACT, NORTH 89° 57' 17" WEST, 100.00 FEET TO A SET IRON PIN WITH CAP FOR THE NORTH NORTHWEST CORNER OF SAID AMERICAN TOWER 0.321 ACRE TRACT, SOUTH 00° 08' 45" WEST, 70.00 FEET TO A SET IRON PIN WITH CAP, AND NORTH 89° 57' 17" WEST, 133.24 FEET TO A SET IRON PIN WITH CAP ON THE EAST LINE OF RALPH FAIR ROAD FOR THE WEST NORTHWEST CORNER OF SAID AMERICAN TOWER, 0.321 ACRE TRACT AND SOUTHWEST CORNER OF THIS TRACT.

THENCE ALONG THE EAST LINE OF RALPH FAIR ROAD, NORTH 00° 01' 35" WEST, 171.01 FEET TO A SET IRON PIN WITH CAP FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE CROSSING THROUGH THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT, SOUTH 89° 57' 17" EAST, 835.78 FEET TO A SET IRON PIN WITH CAP ON THE EAST LINE OF SAID GARZA 20.139 ACRE TRACT AND THE WEST LINE OF THE ABOVE REFERENCED ADJOINING CORLEY FAMILY 159.74 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE EAST LINE OF THE ABOVE REFERENCED GARZA 20.139 ACRE TRACT AND THE WEST LINE OF SAID CORLEY FAMILY 159.74 ACRE TRACT, SOUTH 04° 11' 24" WEST, 201.54 FEET TO THE PLACE OF BEGINNING.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

**END OF SCHEDULE A**

## SCHEDULE B EXCEPTIONS FROM COVERAGE

Commitment No.: 4300112105188

GF No.: sct-48-4300112105188-DB

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):  
  
[Volume 9133, Page 1073](#), Real Property Records, Bexar County, Texas, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured.  
  
 (Applies to the Owner Policy only.)
4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds or navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
 (Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2021 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2021 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
 (continued)

(Applies to Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
  - a. Those liens created at closing, if any, pursuant to lender instructions.
  - b. Rights of parties in possession.
  - c. Visible or apparent easement(s) and/or rights of way on, over, under or across the Land.
  - d. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

- e. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

- f. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated March 15, 1929, recorded March 28, 1929 at Volume 1097, Page 281, Deed Records, Bexar County, Texas. Reference to which instrument is here made for particulars. No further search of



**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

**SCHEDULE C**

Commitment No.: 4300112105188

GF No.: sct-48-4300112105188-DB

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:
  - Confirmation prior to closing that the County Clerk of Bexar County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
  - Electronic recordation of the instruments to be insured in the Official Public Records of Bexar County, Texas.
  - Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
  - Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.
6. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
7. The Company must be furnished with a marital affidavit from each record owner from the date of his/her acquisition of subject property to the present time. The spouse of each record owner must join in any conveyance of subject property.
8. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

**SCHEDULE C**

(continued)

None.

Title appears vested by the following described conveyance:

Grantor: Maria E. Garza  
Grantee: Mark J. Minahan and Brenda Minahan  
Recording Date: December 3, 2010  
Recording No: [Volume 14756, Page 2229](#), Real Property Records, Bexar County, Texas.

Grantor: T & R Eat, LC  
Grantee: Mark J. Minahan and Brenda Minahan  
Recording Date: July 28, 2014  
Recording No: [Volume 16788, Page 898](#), Real Property Records, Bexar County, Texas.

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: JP Land Holdings, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**CHICAGO TITLE INSURANCE COMPANY****COMMITMENT NO.: 4300112105188****SCHEDULE D**

Commitment No.: 4300112105188

GF No.: sct-48-4300112105188-DB

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, **Chicago Title Insurance Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

**Shareholders:** Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

**Directors:** Raymond Randall Quirk, Anthony John Park, Marjorie Nemzura, Michael J. Nolan, Edson N. Burton, Jr.

**Officers:** Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

**Chicago Title of Texas, LLC**

- (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

**Owners:** FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of **Chicago Title of Texas, LLC**

- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

**Owners:** FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC

- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

**Officers/Directors:** Raymond Randall Quirk (President), Marjorie Nemzura (Secretary), Joseph William Grealish (Executive Vice President), Daniel Kennedy Murphy (Treasurer), John Tannous (President and County Manager), Gayle Brand (President and County Manager), Brian K. Baize (President and County Manager), Carlos E. Valdes (President and County Manager), Michael J. DeBault (President and County Manager)

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive. NONE.

- (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

<b>Owner's Policy</b>	<b>\$</b>	<b>19,648.00</b>
<b>Endorsement Charges</b>	<b>\$</b>	<b>4,912.00</b>
<b>Total</b>	<b>\$</b>	<b>24,560.00</b>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Percent/Amount	To Whom	For Services
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\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

**--MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

**---EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

**---EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

**---CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.



## TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**DELETION OF ARBITRATION PROVISION**  
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



**Chicago Title of Texas, LLC**  
**15727 Anthem Parkway, Suite 210**  
**San Antonio, TX 78249**  
**Phone 210-482-3500 \* Fax 210-482-3693**

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**  
**(Exhibit D in 24 CFR §3500)**

**Date:** September 8, 2021  
**To:** Mark J Minahan and Brenda Minahan  
**Property:** Ralph Fair Rd, Boerne, TX 78015

This is to give you notice that Chicago Title of Texas, LLC, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Chicago Title of Texas, LLC with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

<b>Settlement Service Provider:</b>	<b>Type of Settlement Provided:</b>	<b>Range of Charges:</b>
National TaxNet	Tax Information	\$22.50 to \$80 including sales tax and \$5 for each additional parcel over 3 parcels

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

**Acknowledgment**

I/We have read this disclosure form and understand that Chicago Title of Texas, LLC is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

\_\_\_\_\_  
 Mark J Minahan

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Brenda Minahan

\_\_\_\_\_  
 Date





BEING A TOTAL OF 16.799 ACRES, ESTABLISHING LOT 2, BLOCK 1, CB 4741, BEING ALL OF THE 3.5 ACRE TRACT RECORDED IN VOLUME 16788, PAGE 898 IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, AND ALL OF THE 16.288 ACRE TRACT RECORDED IN VOLUME 14756, PAGE 2229 IN SAID OFFICIAL PUBLIC RECORDS, IN THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, ABSTRACT NO. 257, COUNTY BLOCK 4741, IN THE CITY OF FAIR OAKS RANCH, BEXAR COUNTY, TEXAS

**FENCE NOTES:**  
**GATES ACROSS EASEMENT:** DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.  
**OBSTRUCTIONS OF DRAINAGE:** ADEQUATE STRUCTURES SHALL BE PROVIDED TO ALLOW THE UNHINDERED PASSAGE OF ALL STORM AND DRAINAGE FLOWS WHEREVER FENCES CROSS DRAINAGE EASEMENTS.  
**TAX CERTIFICATE:**  
 TAX CERTIFICATE AFFIDAVIT FILED THIS DATE IN VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, BAKAT COUNTY OFFICIAL RECORDS.  
**IMPACT FEE ASSESSMENT:**  
 ASSESSMENT AND COLLECTION OF THE CITY OF FAIR OAKS RANCH WATER AND WASTEWATER UTILITIES' IMPACT FEES SHALL BE THE AMOUNT PER LOT AS SET FORTH IN CITY ORDINANCE NO. 145.0, SECTION 1.8 A.

1. PROPERTY CORNERS ARE MONUMENTED WITH CAP OR DISK MARKED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
2. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
3. DIMENSIONS SHOWN ARE SURFACE.
4. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

DRAINAGE, WATER DIVERSION, AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BEDS, UTILITIES, INCLUDING, WITHOUT LIMITATION, SEWER, WATER, GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE LINES, LATERALS AND/OR APPURTENANCES THERETO (THE "UTILITIES")

TOGETHER WITH THE RIGHT OF WORK AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, OPERATING, MAINTAINING, REPAIRING, AND REMOVING THE UTILITIES; THE RIGHT TO PLACE NEW OR ADDITIONAL UTILITIES IN THE EASEMENT; AND TO CHANGE THE SIZE THEREOF; THE RIGHT TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH REASONABLY ENDANGER OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OR OPERATION OF THE UTILITIES; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING THE UTILITIES.

THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC, GAS, WATER, AND WASTEWATER SYSTEMS - CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS), HEREBY GRANTS TO THE UTILITY OWNERS AND OPERATORS THE RIGHT TO ACCESS AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAN AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHEAD EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "RECYCLEWATER EASEMENT," "WATER EASEMENT," "SEWERAGE EASEMENT," "FLOOD CONTROL EASEMENT," "STORMWATER EASEMENT," PURPOSE OF STALLING, CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE, CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SUD INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE OPERATION OF SUCH INFRASTRUCTURE AND SERVICE FACILITIES. THE RIGHT TO USE SUCH FACILITIES, NO BUILDING, STRUCTURE, CONCRETE SLABS OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY OWNERS. 2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED BY CPS ENERGY OR SAWS TO CONSTRUCT AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS, SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.

3. THIS PLAN DOES NOT AMEND, ALTER, RELEASE, OR WAIVE ANY EXISTING RIGHTS OF UTILITY OWNERS TO ACCESS, ENTER, TELEPHONE, CABLE TV EASEMENTS AND OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE

THE CITY OF GREY FOREST; BY AND THROUGH ITS GAS UTILITY SYSTEM, GREY FOREST UTILITIES IS HEREBY DELEGATED EASEMENTS AND RIGHT-OF-WAYS FOR GAS DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES TO THE CITY OF GREY FOREST, GREY FOREST UTILITIES, OR ITS SUBSIDIARIES, TO CONSTRUCT, RECONSTRUCT, MAINTAIN, REMOVE, INSPECT, AND PATROLLING SAID INFRASTRUCTURE AND SERVICE FACILITIES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND FOR THE PURPOSE OF ACCESSING ITS INFRASTRUCTURE AND SERVICE FACILITIES. GRANTOR FOREST UTILITIES SHALL, AS A CONDITION OF THIS EASEMENT, MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES, INCLUDING BUT NOT LIMITED TO RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID AREAS LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF GAS DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES. GRANTOR FOREST UTILITIES SHALL MAINTAIN AND REPAIR ALL EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH GREY FOREST UTILITIES.



GB	COUNTY BLOCK	VOL	VOLUME
DPR	DEED AND PLAT RECORDS	PG	PAGE(S)
	OF BEARX COUNTY, TEXAS	ROW	RIGHT-OF-WAY
NCB	NEW CITY BLOCK		
OPR	OFFICIAL PUBLIC RECORDS (SURVEYOR)		NOTED 1/2" IRON ROD (UNLESS
	(OFFICIAL PUBLIC RECORDS		FOUNDED OTHERWISE)
	OF REAL PROPERTY) OF		SET 1/2" IRON ROD (PD)-ROW
	BEARX COUNTY, TEXAS		
---	1140		
---	---		
	EXISTING CONTOURS		
	CENTERLINE		

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5679.58'	002°54'18"	N01°15'21"E	287.93'	287.96'

STATE OF TEXAS  
COUNTY OF BEXAR

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

LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MATT JOHNSON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR

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

REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS \_\_\_\_\_ SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

UNPLATTED  
159.74 ACRES  
CENTURY OAKS LAND, LLO  
(VOL 18763, PG 4, OPR)

MARIA DE LA LUZ GUERRA  
SURVEY NO 172  
ABSTRACT NO 257

**S89°55'08"E ~ 888.44'**

0.228 OF AN ACRE ROW  
DEDICATION TO THE CITY  
OF FAIR OAKS RANCH

LOT 2  
BLOCK 1  
CB 4741  
(19.571 ACRES)

UNPLATTED  
0.321 OF AN ACRE  
AMERICAN TOWER, LP  
(VOL 9133, PG 1068, OPR)

9°58'12"W (PFEIFFER)  
33.14' LOT 1 (REAVES)  
BLOCK 1  
CB 4741  
RFR SUBDIVISION  
(VOL 9532, PG 203, DPR)

UNPLATTED  
4.939 ACRES  
MICHAEL G AND MARY KATE CHATTELLE  
(VOL 4846, PG 1787, OPR)

MARIA DE LA LUZ GUERRA  
SURVEY NO 172  
ABSTRACT NO 257

STATE OF TEXAS  
COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: JONATHAN BURSEY  
UGRO-P3 FAIR OAKS RANCH, LLC  
5851 SAN FELIPE, SUITE 230  
HOUSTON, TEXAS 77057  
(214) 238-3600

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED, AUTHORITY ON THIS DAY PERSONALLY APPEARED JONATHAN BURSEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_\_.

NOTARY PUBLIC, HARRIS COUNTY, TEXAS

THIS PLAT OF FAIR OAKS MULTIFAMILY HAS BEEN SUBMITTED TO AND  
CONSIDERED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS,  
AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED: THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

BY: \_\_\_\_\_ MAYOR

BY: \_\_\_\_\_ SECRETARY

SHEET 1 OF 1

# **FAIR OAKS BOTANICA**

## **Stormwater Management Memo**

**January 2023**



January 30, 2023

Mr. Grant Watanabe  
City of Fair Oaks  
7286 Dietz Elkhorn  
Fair Oaks Ranch, Tx 78015

Re: Fair Oaks Botanica – Concept Plan  
Storm Water Management Memo

Dear Mr. Watanabe:

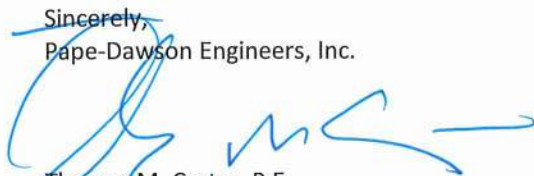
The Fair Oaks Botanica development is a proposed 19.571-acre Multi-family site located northeast of the intersection of Dietz Elkhorn Road and Ralph Fair Road, within the city limits of Fair Oaks Ranch. The site is located within the Cibolo Creek Watershed and is within the Edwards Aquifer Contributing Zone.

The site drains south to northeast towards Cibolo Creek. Flows continue within Cibolo Creek to a point 2,000 feet downstream. The site is a part of an existing 21.944-acre overall watershed with 0% impervious cover, sparse woods and 4% slopes as the existing condition. Since the site is a part an overall watershed greater than 20 acres and will be utilizing on-site detention, the Unit Hydrograph Method was utilized to determine existing and proposed conditions per the City of San Antonio Unified Design Manuel. Peak flows for the Existing Overall Watershed are 64.88-cfs, 130.12-cfs, and 206.06-cfs for the 5, 25 and 100 year storm events respectively.

Initial Concept Plans have determined that the site will maintain current flow patterns and slopes from south to northeast. The site will have an overall increase in impervious cover resulting in peak flows of 80.99-cfs, 147.03-cfs, and 222.01-cfs for the 5, 25, and 100 year storm events respectively. The detention pond is proposed in the northeast corner of the site and will need to have an approximate volume of 86,300 cubic feet to detain the difference of the predevelopment and post development flows. These peak flows and assumptions are based off of conceptual designs. Final detention pond sizing and outfall calculations will be determined in unison with finalized plans.

If you have any questions or require additional information, please do not hesitate to contact our office at your earliest convenience.

Sincerely,  
Pape-Dawson Engineers, Inc.



Thomas M. Carter, P.E.  
Senior Vice President

1/31/23





Attachments

- Exhibit 1 – Location Map
- Exhibit 2 – Aerial map
- Exhibit 3 – USGS Map
- Exhibit 4 – FIRM Panel
- Appendix A – Concept Plan
- Appendix B – Hydraulic Calculations
- Appendix C – Plat

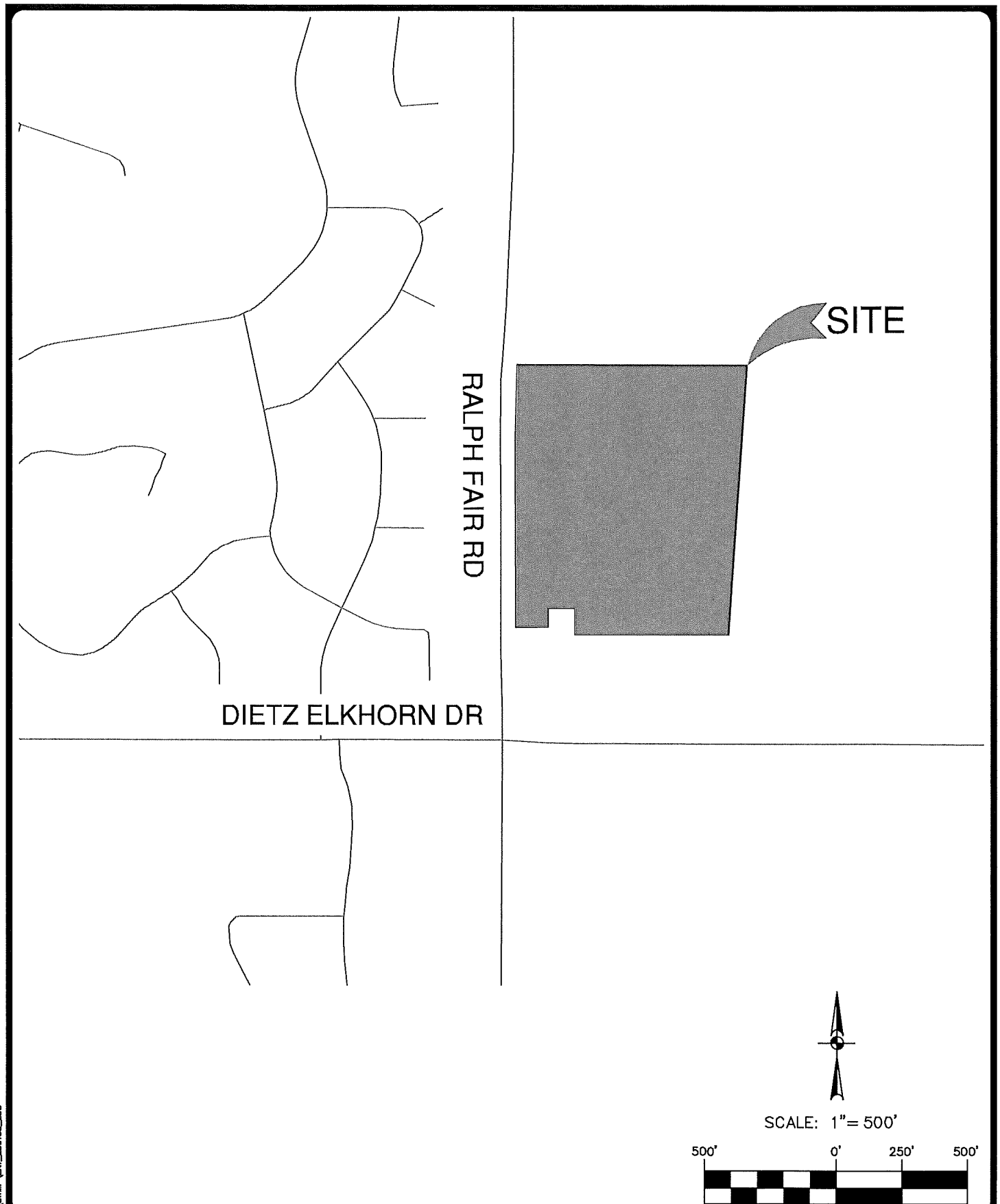
P:\129\73\00\WORD\REPORTS\SWMP\230111\_SWMP NARRATIVE LETTER.DOCX

# EXHIBITS

# **EXHIBIT 1**

## **Location Map**





Plot: January 30, 2023, 11:48 AM -- User ID: Rhigdon  
 File: P:\22\123\00\Design\entire\SWAP\221230\_LOC

JOB NO. 12973-00  
 DATE JANUARY  
 DESIGNER RH  
 CHECKED EK DRAWN RH  
 SHEET EXH 1

# FAIR OAKS MULTIFAMILY

## FAIR OAKS RANCH, TEXAS

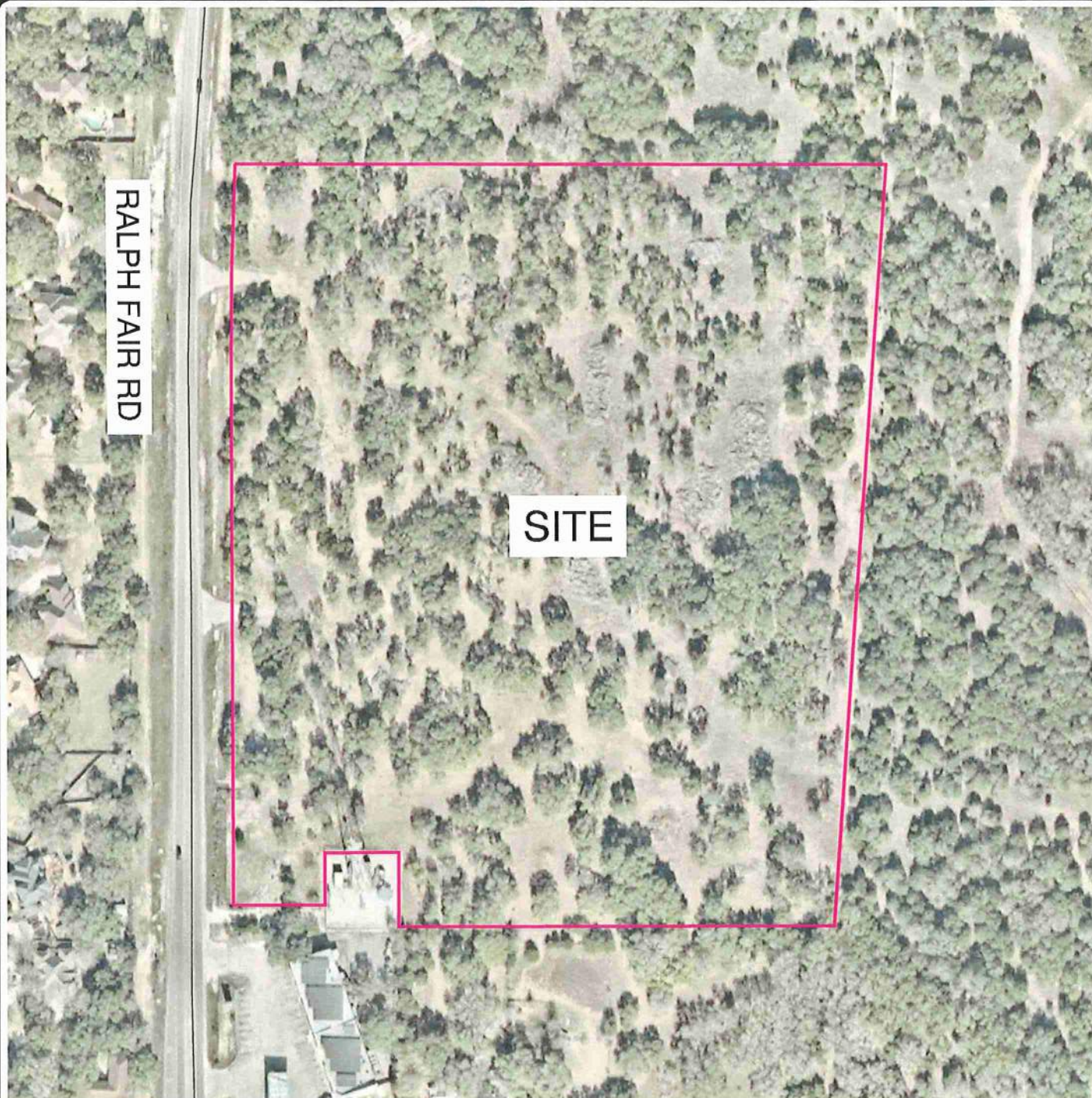
### LOCATION MAP

**PAPE-DAWSON**  
**ENGINEERS**

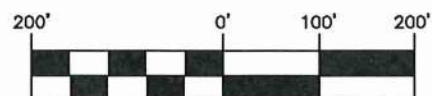
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

# **EXHIBIT 2**

## **Aerial Map**



SCALE: 1" = 200'



JOB NO. 12973-00  
 DATE JANUARY  
 DESIGNER RH  
 CHECKED EK DRAWN RH  
 SHEET EXH 2

# FAIR OAKS MULTIFAMILY FAIR OAKS RANCH, TEXAS AERIAL MAP

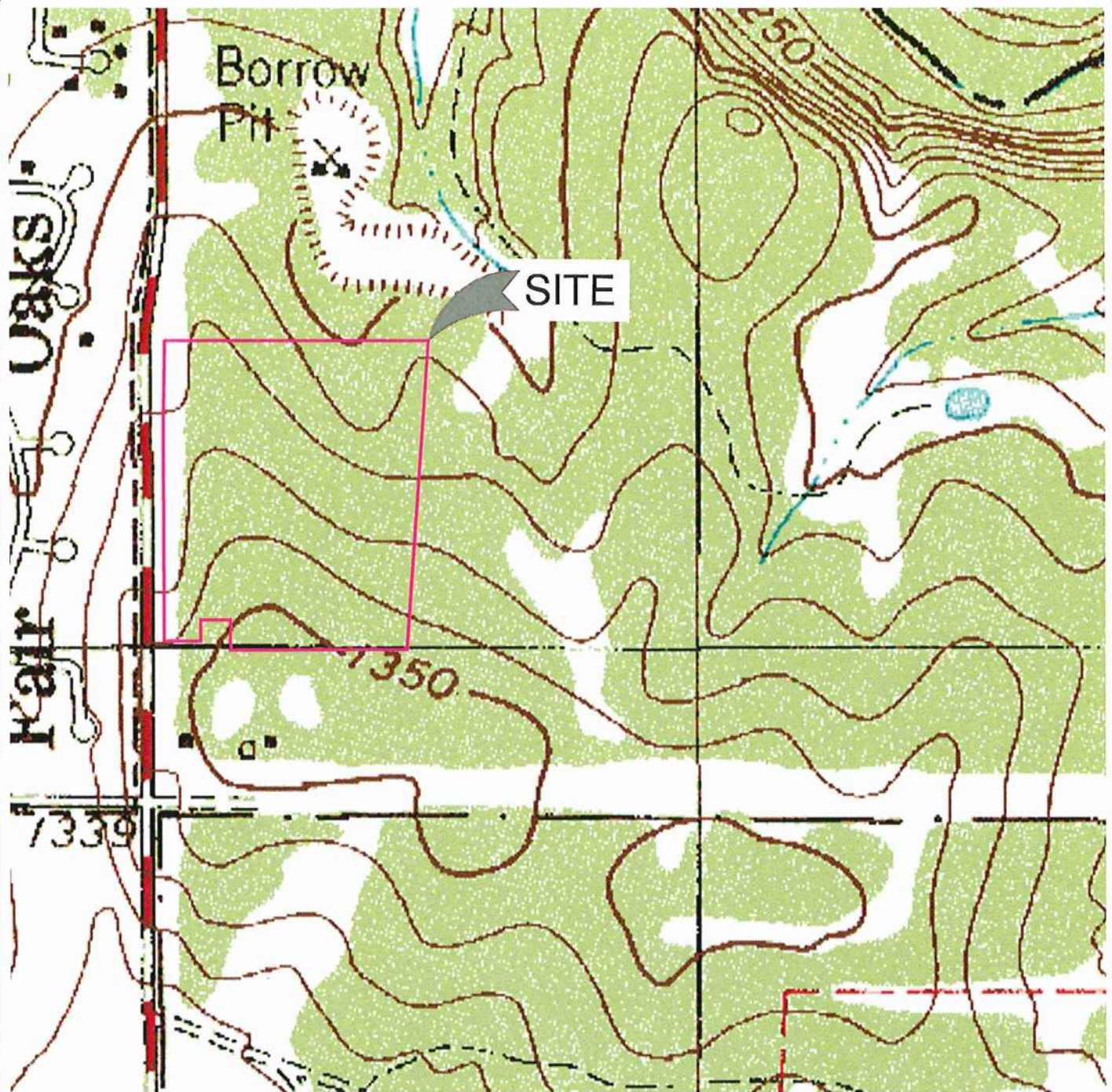
**PAPE-DAWSON  
 ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.376.9000  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

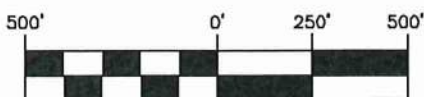
# **EXHIBIT 3**

## **USGS Map**





SCALE: 1" = 500'



JOB NO. 12973-00  
 DATE JANUARY 2023  
 DESIGNER RH  
 CHECKED EK DRAWN RH  
 SHEET EX 3

**FAIR OAKS MULTIFAMILY**  
 FAIR OAKS RANCH, TEXAS  
 USGS MAP

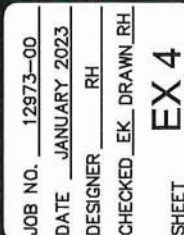
**PAPE-DAWSON  
 ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.376.9000  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10026800

# **EXHIBIT 4**

## **FEMA Floodplain Map**





FEMA MAP

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS PROGRAM HAS BEEN BENEFITED FROM MATERIAL THAT WAS STORED AND FOR TRANSMISSION OF INFORMATION IN ECONOMICALLY ACTIVE ONLY ON ONE ECONOMIC MATERIALS REGARDING THE OTHER THAN'S ECONOMIC AND ECON

# **APPENDICES**

# **APPENDIX A**

## **Concept Plan**



RALPH FAIR RD (FM 3351)

DETENTION POND

SITE

FAIR OAKS RANCH CITY LIMITS (IN)

(OUT)

CAMP BULLIS

CAMP STANLEY

SAN ANTONIO CITY LIMITS

BEAR COUNTY

LOCATION MAP

NOT-TO-SCALE

SCALE: 1"= 50'

0' 50' 100' 150'

LEGEND

PROPERTY LINE

EXISTING CONTOURS

PROPOSED FLOW ARROW

EXISTING FLOW ARROW

DETENTION POND

Precipitation		Area		PA1		Peak Flow (cfs)	
Watershed	Area (ac)	CN (unitless)	Tc (min)	5	25	100	
Existing Conditions							
Existing Overall Watershed	21.944	77.00	24	64.88	130.12	208.06	
Proposed Conditions							
Proposed Overall Watershed	21.944	85.00	25	80.99	147.03	222.01	

- 1 Watershed from watershed tab  
2 Area from watershed tab  
3 CN from coefficient tab  
4 Tc from time of concentration tab  
6 Peak Flow determined utilizing the unit hydrograph method

FAIR OAKS MULTIFAMILY  
FAIR OAKS RANCH, TEXAS

GRADING AND DRAINAGE EXHIBIT

PLAT NO. N/A  
JOB NO. 12973-00  
DATE JANUARY 2023  
DESIGNER AA  
CHECKED EK DRAWN AA  
SHEET 3 OF 3

PAPE-DAWSON  
ENGINEERS  
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 HW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

This document is released for INTERIM REVIEW purposes ONLY under the authorization of Thomas Matthew Carter, P.E., #79272 on 1/31/2023. This document is not to be used for CONSTRUCTION.

# **APPENDIX B**

## **Hydraulic Calculations**



Watershed Information

PA1

Fair Oaks Botanica

Precipitation Areas

1	2			
	Area			
Watershed	(sf)	(ac)	(mi)	Description/Notes
Existing Conditions				
Existing Overall Watershed	955893	21.944	0.034	
Proposed Conditions				
Proposed Overall Watershed	955893	21.944	0.034	

Calculation Notes:

- 1 Watershed Name
- 2 Watershed Area (/43560 = acres, /5280^2 = square miles)

**Runoff Coefficient**COSA UDC Runoff Coefficient

1	2			3	4		
	Runoff Coefficient or CN Composite						
Watershed	Area	Multifamily Development			Undeveloped		Composite
	(sf)	(ac)	(mi)	Area	CN1	Area	CN2
Existing Conditions							
Existing Overall Watershed	955893	21.94	0.034	0.000	85.00	21.94	77.00
Proposed Conditions							
Proposed Overall Watershed	955893	21.94	0.034	19.571	85.00	2.37	77.00
							84.13

Calculation Notes:

- 1 Watershed name
- 2 Watershed area
- 3 Subareas, Coefficients from UDM
- 4 Composite  $C = [(C1 \cdot A1) + (C2 \cdot A2) \dots] / (A1 + A2 + \dots)$



## Peak Flow (Rational)

Precipitation						
Area			PA1			
Watershed	Area (ac)	CN (unitless)	Tc (min)	5	25	100
Existing Conditions						
Existing Overall Watershed	21.944	77.00	24	64.88	130.12	206.06
Proposed Conditions						
Proposed Overall Watershed	21.944	85.00	25	80.99	147.03	222.01

- 1 Watershed from watershed tab
- 2 Area from watershed tab
- 3 CN from coefficient tab
- 4 Tc from time of concentration tab
- 6 Peak Flow determined utilizing the unit hydrograph method

Change in Flows Due to	
	Peak Flows (cfs)
	5      25      100
Overall	16.11      16.91      15.95

Time of Concentration Calculations

1	2			3	4	5	6		7	8	9	10	11	12	13	14	15	16	17	18	19
				Time of Concentration																	
Watershed	Area			Overland				Max/Min Override	Shallow Conc. Flow (unpaved)				Shallow Conc. Flow (paved)				Channel Flow 1			Total Tc (min)	SCS Lag (min)
	(sf)	(ac)	(sq mi)	D	n	S	To		D	S	V	Tscu	D	S	V	Tscp	D	V	Tch1		
Existing Conditions																					
Existing Overall Watershed	955893	21.94	0.034	300	0.40	4.1	34.9	20.0	861	4.1	3.3	4.4	0	0.0	0.0	0.0	0	0.0	0.0	24	14
Proposed Conditions																					
Proposed Overall Watershed	955893	21.94	0.034	134	0.40	2.6	22.0	20.0	0	0.0	0.0	0.0	1270	4.1	4.1	5.14	0	0.0	0.0	25	15

Calculation Notes

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- Watersheds from watershed tab
- Areas from watershed tab
- Sheet flow distance (ft - 200 max)
- Manning's n for sheet flow, see table this sheet.
- Average slope over distance D (%)
- Overland flow time (min) from TR-55 equation  $(0.007(nL)^{0.8}) / (P^{0.5} s^{0.4})$
- Distance of shallow concentrated flow over unpaved area (ft)
- Average slope over distance D (%)
- Shallow conc. flow velocity (ft/s) from TR-55 equation  $v=16.1345 (s^{0.5})$
- Shallow conc. flow time (min) =  $(D/V) / 60$
- Distance of shallow concentrated flow over paved area (ft)
- Average slope over distance D (%)
- Shallow conc. flow velocity (ft/s) from TR-55 equation  $v=20.3282 (s^{0.5})$
- Shallow conc. flow time (min) =  $(D/V) / 60$
- Distance of channel/pipe flow (ft)
- Average velocity over distance D (ft/s) - use 6 unless demonstrated otherwise
- Channel flow time (min) =  $(D/V) / 60$
- Total time of concentration (min)
- If required, SCS lag = 0.6 x Tc

Sheet Flow Manning n (TR-55) for Overland Flow

- 0.011
- 0.050
- 0.060
- 0.170
- 0.150
- 0.240
- 0.410
- 0.130
- 0.400
- 0.800
- Pavement, bare soil
- Fallow
- Cultivated soil, residue cover <20%
- Cultivated soil, residue cover >20%
- Short grass prairie
- Dense grasses
- Bermuda
- Range (natural)
- Woods, light underbrush
- Woods, dense underbrush

Enter Max/Min Overrides for Overland Flow

Min

5

minutes

Max

20

minutes

2yr/24hr Depth for SA Area (P)

3.96

in

Used in overland flow equation

# **APPENDIX C**

## **Plat**





Attachment 1

**AT&T Texas**  
1010 N St Mary's St  
Rm 07A02C  
San Antonio, Texas 78215  
Phone: 210.368.0630  
sm6929@att.com

January 27, 2023

Andrew Belton, P.E.  
Pape-Dawson Engineers, Inc.  
2000 NW Loop 410  
San Antonio, TX 78213

RE: Availability of Telephone Service  
Botanica Fair Oaks

Dear Mr. Belton:

Please be advised that the entire land area within the boundary of the above referenced project is outside the serving area of AT&T.

If additional information is required, please contact this office.

Sincerely,

Sandra Mercer  
AT&T



January 27, 2023

Erin Katzfey  
Pape-Dawson Engineers, Inc.  
2000 NW Loop 410  
San Antonio, TX 78213

SUBJECT: Plat Review – Botanica Fair Oaks Multifamily

In concern of the plat review at the property located at East of Ralph Fair Rd between Diets Elkhorn Road and Arbor Halls, Fair Oaks Ranch TX, Charter Spectrum approves the plat in question.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to [ForceRelos@kinetic-eng.com](mailto:ForceRelos@kinetic-eng.com). Please share this information with whoever needs these services.

Sincerely,  
Jamie Craig, Spectrum

**Erin Katzfey @PD**

---

**From:** Erin Katzfey @PD  
**Sent:** Monday, January 23, 2023 8:10 AM  
**To:** Service Availability  
**Subject:** RE: Botanica Fair Oaks - Letter of Certification

Understood. Thank you for your response!

---

**From:** Richard McWhirter D <Richard.McWhirter@saws.org> **On Behalf Of** Service Availability  
**Sent:** Monday, January 23, 2023 7:29 AM  
**To:** Erin Katzfey @PD <EKatzfey@pape-dawson.com>  
**Subject:** RE: Botanica Fair Oaks - Letter of Certification

Good Morning Ms. Katzfey,

Thank you for your inquiry, unfortunately, this property is located in the City of Fair Oaks Ranch CCN for water and sewer and not in the SAWS jurisdiction.

Thank you,  
 Richard McWhirter

---

**From:** Erin Katzfey @PD <[EKatzfey@pape-dawson.com](mailto:EKatzfey@pape-dawson.com)>  
**Sent:** Friday, January 20, 2023 4:45 PM  
**To:** Service Availability <[serviceavailability@saws.org](mailto:serviceavailability@saws.org)>  
**Cc:** Andrew Belton @PD <[ABelton@pape-dawson.com](mailto:ABelton@pape-dawson.com)>  
**Subject:** Botanica Fair Oaks - Letter of Certification

**WARNING:** This is an EXTERNAL email --- DO NOT CLICK links or attachments unless you trust the sender and know the content is safe.

Good afternoon,

Please see the attached request for a utility letter of certification for the Botanica Fair Oaks Site. The site is located east of Ralph Fair Rd between Dietz Elkhorn Rd and Arbor Falls. The current planned use is multifamily. I am attaching the preliminary plat with location map and a preliminary site plan for your reference.

Thank you and have a wonderful weekend!

**Erin Katzfey, P.E. | Project Engineer**  
**Pape-Dawson Engineers, Inc.**  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

2000 NW Loop 410, San Antonio, TX 78213  
**P:** 210.375.9000 | **E:** [EKatzfey@pape-dawson.com](mailto:EKatzfey@pape-dawson.com)

**San Antonio | Austin | Houston | Fort Worth | Dallas | New Braunfels | Corpus Christi**



**CONFIDENTIALITY NOTICE**

*This electronic mail transmission may be confidential, may be privileged, and should be read or retained only by the intended recipient. If you have received this transmission in error, please immediately notify the sender and delete it from your system.*

February 20, 2023

Via Email: [bcodes@fairoaksranchtx.org](mailto:bcodes@fairoaksranchtx.org)

City of Fair Oaks Ranch  
7286 Dietz Elkhorn  
Fair Oaks Ranch, Texas 78015

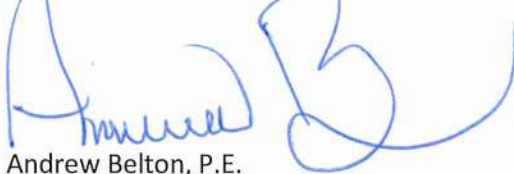
Re: Botanica Fair Oaks

To whom it may concern:

This letter will serve as acknowledgement that the applicant or representative of the Botanica Fair Oaks Plat will attend all Planning and Zoning Commission, City Council and applicable meetings as requested.

If you have questions or require any additional information, please do not hesitate to contact our office at your earliest convenience.

Sincerely,  
Pape-Dawson Engineers, Inc.



Andrew Belton, P.E.  
Associate Vice President

Attachments

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March 16, 2023

Via Email: [bcodes@fairoaksranchtx.org](mailto:bcodes@fairoaksranchtx.org)

City of Fair Oaks Ranch  
7286 Dietz Elkhorn  
Fair Oaks Ranch, Texas 78015

Re: Botanica Fair Oaks

To whom it may concern:

Please consider this a letter of extension to plat the above referenced development. We are formally requesting a 30 day extension of the Botanica Fair Oaks Plat.

The property is located east of Ralph Fair Road between Dietz Elkhorn Road and Arbor Falls. The site will be platted as one lot within the Fair Oaks Multifamily Plat. The new development's specific land uses will be determined as the planning process proceeds, but initial concept plans are proposing a multifamily development.

If you have questions or require any additional information, please do not hesitate to contact our office at your earliest convenience.

Sincerely,  
Pape-Dawson Engineers, Inc.

A handwritten signature in blue ink, appearing to read 'Andrew Belton', is written over the printed name.

Andrew Belton, P.E.  
Associate Vice President

Attachments

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