

Exhibit A

REQUEST FOR EXPANSION OF THE EXTRATERRITORIAL JURISDICTION  
OF THE CITY OF BOERNE, TEXAS

TO THE MAYOR AND MEMBERS OF THE CITY COUNCIL OF BOERNE, TEXAS

Dear Mayor and Members of the City Council:

I/We, the undersigned owner(s) of the area described below, do hereby request that the extraterritorial jurisdiction of the City of Boerne, Texas be expanded to include that part of the area not within the existing extraterritorial jurisdiction of the City of San Antonio, Texas. The part of the area made the subject of this request to be included in the extraterritorial jurisdiction of the City of Boerne, Texas is contiguous to the existing extraterritorial jurisdiction of the City of Boerne, Texas.

SIGNATURE OF OWNER(S)

DEED RECORD REFERENCE

VOLUME      PAGE      COUNTY

1510      1123      Kendall

Tim Lawson

For, Chili Pepper Properties LLC

Today's Date: 2-24-17

633 Everhart rd

Address

Corpus Christi TX 78411

City, State, Zip Code

Phone with Area Code

361-980-1711 or cell

361

765-2615

Exhibit "A" which is attached hereto and made a part hereof for all purposes is a true copy of the recorded deed for the area owned by me/us.

ACKNOWLEDGEMENT

STATE OF TEXAS

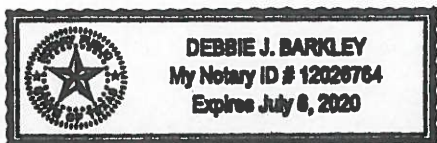
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§

COUNTY OF KENDALL

§

This instrument was acknowledged before me on the 24<sup>th</sup> day of February, 2017 by Tim Lawson.



Debbie J. Barkley  
Notary Public in and For  
The State of Texas

**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.**

38224

**Warranty Deed with Vendor's Lien**

**Date:** February 29<sup>th</sup>, 2016

**Grantor:** CHRISTI B. ATHANS, a/k/a CHRISTI BALL ATHANS

**Grantor's Mailing Address:**

CHRISTI B. ATHANS, a single person  
31-M Dodge Road  
PO Box 1151  
Boerne, TX 78006

**Grantee:** Chili Pepper Properties, L.L.C., a Texas limited liability company

**Grantee's Mailing Address:**

Chili Pepper Properties, L.L.C.  
633 Everhart Road  
Corpus Christi, Texas 78411-1903

**Consideration:**

Cash and a note of even date executed by Grantee and payable to the order of Frost Bank, A Texas state bank in the principal amount of FOUR HUNDRED FIFTY-SIX THOUSAND AND NO/100 DOLLARS (\$456,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Frost Bank, A Texas state bank and by a first-lien deed of trust of even date from Grantee to Dan J. Guarino, trustee.

**Property (including any improvements):**

**TRACT 1:**

Being a 10.721 acre tract of land, more or less, out of the A. Prue Survey No. 189, Abstract No. 373, Kendall County, Texas, said 10.721 acres being more particularly described as follows:

**Being a 10.721 acre tract of land out of the A. Prue Survey No. 189, Abstract No. 373, Kendall County, Texas, said 10.721 acre tract also being all of that certain 10.669 acre tract of land recorded in Volume 1456, Pages 460-465, Official Records, Kendall County, Texas, said 10.721 acre tract being more particularly described by metes and bounds as follows:**

**Beginning** at a ½" iron rod found at the northwest corner of the above referenced 10.669 acre tract, an interior corner of that certain 13.560 acre tract recorded in Volume 467, Pages 911-915, Official Records, Kendall County, Texas for the northwest corner of the herein described tract;

**Thence**, with a south line of said 13.560 acre tract and a north line of said 10.669 acre tract, **South 89 degrees 27 minutes 11 seconds East**, a distance of **174.45 feet** to a ½" iron rod found at the southeast corner of said 13.560 acre tract and the southwest corner of that certain 7.467 acre tract recorded in Volume 799, Pages 372-373, Official Records, Kendall County, Texas, and described in Volume 443, Pages 715-719, Official Records, Kendall County, Texas;

**Thence**, with a south line of said 7.467 acre tract and a north line of said 10.669 acre tract, **South 88 degrees 20 minutes 21 seconds East**, a distance of **29.05 feet** to a ½" iron rod found for angle;

**Thence**, continuing with a south line of said 7.467 acre tract and a north line of said 10.669 acre tract, **South 83 degrees 52 minutes 56 seconds East**, a distance of **370.08 feet** to a ½" iron rod found at the southeast corner of said 7.467 acre tract and the southwest corner of that certain 2.507 acre tract recorded in Volume 1477, Pages 500-505, Official Records, Kendall County, Texas;

**Thence**, with the southerly line of said 2.507 acre tract and a north line of said 10.669 acre tract, **South 84 degrees 53 minutes 30 seconds East**, a distance of **37.14 feet** to a ½" iron rod found at the northeast corner of said 10.669 acre tract, the northeast corner of the herein described tract and the northwest corner of that certain 11.676 acre tract recorded in Volume 464, Pages 711-713, Official Records, Kendall County, Texas;

**Thence**, with the easterly line of said 10.669 acre tract and the westerly line of said 11.676 acre tract, **South 14 degrees 06 minutes 05 seconds West**, at 952.09 feet, a ½" iron rod found for reference, continuing a total distance of **976.88 feet** to a meander point in the approximate middle of Balcones Creek for the southeast corner of said 10.669 acre tract, the southeast corner of the herein described tract and the southwest corner of said 11.676 acre tract;

**Thence**, upstream with the approximate middle of Balcones Creek, the following two (2) courses and distances:

**North 77 degrees 53 minutes 47 seconds West, a distance of 289.18 feet to a meander point for angle;**

**and North 74 degrees 20 minutes 00 seconds West, a distance of 92.14 feet to a ½" iron rod found in the approximate middle of Balcones Creek for the southwest corner of the herein described tract and the southeast corner of that certain 39.653 acre tract of land recorded in Volume 1179, Pages 786-792, Official Records, Kendall County, Texas;**

**Thence, with multiple easterly lines of said 39.653 acre tract, the following two (2) courses and distances:**

**North 00 degrees 07 minutes 08 seconds West, a distance of 41.41 feet to a ½" iron rod found for angle;**

**and North 00 degrees 02 minutes 32 seconds East, a distance of 835.75 feet to a ½" iron rod found at the northeast corner of said 39.653 acre tract and a corner of the aforementioned 13.560 acre tract;**

**Thence, with an east line of said 13.560 acre tract, North 00 degrees 56 minutes 41 seconds East, a distance of 30.02 feet to the Point of Beginning containing 10.721 acres.**

**TRACT 2:**

**Being the right of ingress and egress over and across a non-exclusive easement for ingress and egress purposes out of the E. Reed Survey No. 409 and the A. Prue Survey No. 189, Kendall County, Texas; said easement being more particularly described as follows:**

**Field notes of a sixty (60') foot wide strip of land for ingress-egress purposes, said strip of land being out of the E. Reed Survey No. 409 and the A. Prue Survey No. 189, Kendall County, Texas, being the same strip of land described in deed recorded in Volume 403, Page 1, Kendall County Official Records and being more fully described as follows:**

**Beginning at an iron pin in the south line of Dodge Road for the northwest corner of this tract, said pin being the northwest corner of a 13.624 acre tract described in deed recorded in Volume 425, Page 499, Kendall County Official Records;**

**Thence, with said line of Road N 89° 42' 31" E 60.00 feet to the northeast corner of this strip of land.**

Thence, S 00° 40' 00" E 1379.59 feet to a point in the north line of a pipe line easement and the south line of the aforementioned 13.624 acre tract;

Thence, with this line of easement N 84° 04' 34" W 60.40 feet to an iron pin for corner;

Thence, N 00° 40' 00" W 1373.05 feet with the west line of said 13.624 acre tract to the place of beginning.

**TRACT 3:**

Being the right of ingress and egress over and across a non-exclusive easement for ingress and egress purposes out of the A. Prue Survey No. 189, Abstract No. 373, Kendall County, Texas; said easement being more particularly described as follows:

Field notes of a fifty (50') foot wide strip of land for ingress-egress easement purposes, said strip of land located in the A. Prue Survey No. 189, Abstract No. 373, Kendall County, Texas, this strip of land lying within the northern portions of Tract 7, Tract 8 and Tract 9 as described in a Partition Deed recorded in Volume 403, Page 1, Kendall County Official Records and being more fully described as follows:

Beginning at the southwest corner of Tract 2 as described in the above referenced Partition Deed, said point also being the southwest corner of a sixty (60') foot wide strip of land for ingress-egress easement purposes also described in said Partition Deed;

Thence, with the south line of said sixty (60') foot wide easement S 84° 04' 34" E 60.40 feet;

Thence, S 00° 40' 00" E 30.20 feet to a point on a south line of a pipeline easement as described in Volume 99, Page 858 of the Deed Records of Kendall County, Texas;

Thence, with said line of pipeline easement S 84° 04' 34" E 569.15 feet, S 83° 44' 52" E 456.60 feet and N 57° 15' 08" E 133.04 feet to a point in the western line of Tract 10 as described in the above referenced Partition Deed;

Thence, with said line of Tract 10 S 00° 01' 00" W 59.46 feet;

Thence, with the southern line of this fifty (50') foot wide strip of land S 57° 15' 08" W 118.57 feet, N 83° 44' 52" W 474.16 feet and N 84° 04' 34" W 707.53 feet to a point in the west line of the aforementioned Tract 7;

Thence, with said west line of Tract 7 N 14° 34' 00" E 50.57 feet to a point in the aforementioned south line of pipeline easement;

Thence, with said south line of pipeline easement S 84° 04' 34" E 70.53 feet;

Thence, N 00° 40' 00" W 30.20 feet to the place of beginning.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

a. Easement to Lo-Vaca Gathering Company set forth in Motion and Judgment recorded in Volume 104, Page 418, Kendall County Deed Records, and as shown on the Survey dated February 16, 2016, prepared by Wes Rexrode, R.P.L.S. No. 6001, on behalf of Pfeiffer Land Surveying, as Job No. 30-16, and all transfers and encumbrances thereof.

b. Easement along the north thirty feet (30') of subject property as set forth in instrument recorded in Volume 132, Page 198, Kendall County Deed Records, and as shown on the Survey dated February 16, 2016, prepared by Wes Rexrode, R.P.L.S. No. 6001, on behalf of Pfeiffer Land Surveying, as Job No. 30-16.

c. Easement to Lower Colorado River Authority recorded in Volume 91, Page 593, Kendall County Deed Records, Amendment to Easement recorded in Volume 747, Page 957 and Supplemental Easement recorded in Volume 990, Page 397, both Kendall County Official Record, and as shown on the Survey dated February 16, 2016, prepared by Wes Rexrode, R.P.L.S. No. 6001, on behalf of Pfeiffer Land Surveying, as Job No. 30-16.

d. Terms and conditions of variance granted by Kendall County Commissioners Court on April 25, 1995, recorded in Volume 27, Page 119, Commissioners Court Minutes of Kendall County, Texas.

e. Terms and conditions of Boundary Line Agreement recorded in Volume 461, Pages 843-887, Kendall County Official Records.

f. Utility easement to Guadalupe Valley Telephone Cooperative, Inc. recorded in Volume 502, Page 532, Kendall County Official Records, and as shown on the Survey dated February 16, 2016, prepared by Wes Rexrode, R.P.L.S. No. 6001, on behalf of Pfeiffer Land Surveying, as Job No. 30-16.

g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other

minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.

h. Rules, regulations, requirements and orders of Kendall County, Cow Creek Groundwater Conservation District and/or the State of Texas governing platting, affidavits of location, sanitation and waste disposal, and the drilling, construction and use of water wells.

i. Any easement or claim of easement due to the existence of power poles, guy wires and overhead utility lines crossing the land as shown on the Survey dated February 16, 2016, prepared by Wes Rexrode, R.P.L.S. No. 6001, on behalf of Pfeiffer Land Surveying, as Job No. 30-16.

j. Any easement or claim of easement due to the existence of telephone pedestal as shown on the Survey dated February 16, 2016, prepared by Wes Rexrode, R.P.L.S. No. 6001, on behalf of Pfeiffer Land Surveying, as Job No. 30-16.

k. Rights and claims, if any, of adjoining owners for use of the gates in the north and west property lines as shown on the Survey dated February 16, 2016, prepared by Wes Rexrode, R.P.L.S. No. 6001, on behalf of Pfeiffer Land Surveying, as Job No. 30-16.

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.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.



Frost Bank, A Texas state bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Frost Bank, A Texas state bank and are transferred to Frost Bank, A Texas state bank without recourse against Grantor.

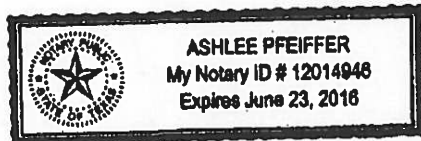
When the context requires, singular nouns and pronouns include the plural.

  
CHRISTI BALL ATHANS

STATE OF TEXAS )

COUNTY OF KENDALL )

This instrument was acknowledged before me on February 29,  
2016, by CHRISTI BALL ATHANS.



  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

Chris Wallendorf Attorney at Law  
P.O. Box 279  
722 Front Street, Suite 101  
Comfort, Texas 78013  
Tel: (830) 995-2575  
Fax: (830) 995-2668

**AFTER RECORDING RETURN TO:**

Kendall County Abstract  
103 N. Saunders Street  
Boerne, Texas 78006