SAN ANTONIO PLANNING COMMISSION AGENDA

June 8, 2011
2:00 P.M.

Amelia Hartman, *Chair*
Jose R. Limon, *Vice Chair*
Andrea Rodriguez, *Chair Pro Tem*

Christopher M. Lindhorst
Marcello Diego Martinez
Jody R. Sherrill
Lynda Billa Burke
Rolando H. Briones
Rob Rodriguez

The Cliff Morton Development and Business Service Center, located at 1901 South Alamo Street is wheelchair-accessible. Accessible parking is located at the front of the building. Auxiliary Aids and Services are available upon request (Interpreters for the Deaf must be requested forty-eight [48] hours prior to the meeting). For Assistance, Call (210) 207-7245 Voice/TTY.

Please note that Citizens Comments are limited to three (3) minutes per person
CALL (210) 207-0121 FOR ADDITIONAL INFORMATION ON ANY AGENDA ITEM BELOW.

1. **PRELIMINARY ITEMS:**
   A. Work session, **1:30** P.M., Tobin Room
   - Agenda items may be discussed (Development Services Department)
   - Briefing on legislative changes (Development Services Department Andrew Spurgin)

2. 2:00 P.M.– Call to Order, Board Room

3. Roll Call

4. Citizens to be heard

5. **PUBLIC HEARINGS**

REPLATS W/ WRITTEN NOTIFICATION:		Council District	Ferguson Index #
A. 100190	**Fox Grove Unit 11A** (South of the intersection of Creek River and Cape Coral)	**OCL**	**484 E-7**
B. 100304	**Villa Del Sol, Unit 10B** (North of the intersection of Sundrop Bay and Verde Canyon)	**4**	**681 E-2**
REPLAT:			
C. 110046	**Westwinds Commercial, Unit – 3A2** (On the south side of Culebra Road, west of Westwood Loop)	**OCL**	**578 A-3**

* Project is located in the Camp Bullis Notification Area.

CONSENT AGENDA

NOTICE TO THE PUBLIC: All matters listed under "Consent Agenda" are considered by the Planning Commission to be routine, and have met all standards for development under state law, and will be enacted by one motion. There will be no separate discussion of these items unless any member of the Planning Commission requests that specific items be removed from the Consent Agenda and added to the Individual Consideration Agenda for discussion prior to the time the Planning Commission votes on the motion to adopt the Consent Agenda.

PUBLIC HEARINGS FOR ITEMS 6-8 HELD ABOVE:

6.	**100190**	**Fox Grove Unit 11A** (South of the intersection of Creek River and Cape Coral)	**OCL**	**484 E-7**
7.	**100304**	**Villa Del Sol, Unit 10B** (North of the intersection of Sundrop Bay and Verde Canyon)	**4**	**681 E-2**
8.	**110046**	**Westwinds Commercial, Unit – 3A2** (On the south side of Culebra Road, west of Westwood Loop)	**OCL**	**578 A-3**

PLATS:

9.	**090286**	**Stonewall Estates Unit 4A PUD*** (Extending Vanity Hill south from Stonewall Estates Unit 3A)	**8 and OCL**	**479 E-5**
10.	**090285**	**Stonewall Estates Unit 4B PUD*** (Extending Vanity Hill south from Stonewall Estates Unit 3A)	**8 and OCL**	**479 E-5**
11.	**110011**	**Republic Oaks, Unit - 1** (South of the intersection of Southeast Military Drive and W.W. White Road)	**3**	**652 D-7**
12.	**110016**	**LPG Properties at Westover Hills** (On the south side of Westover Hills Boulevard, west of Hunt Lane)	**6**	**578 E-7**

DEFERRALS:

13.	**110230**	**Weatherford Hilltop** (On the west side of I.H. 37, north of FM 1604)	**OCL**	**752 D-2**

INDIVIDUAL CONSIDERATION

VARIANCES and APPEALS:

14.	**070391**	**Presidio Heights Unit 3 PUD** (Time Extension) (Near the southeast corner of Muir Glen Drive and Camino Grande)	**9**	**515 B-2**

15. 070579 Acme Park (Time Extension) **6 614 E-6**
(At the northwest corner of Old Highway 90 and South Acme Road)

16. FPV11-006 Indian Creek Ph II (Flood Plain Variance) **4 680 B-1**
(Miller's Pond Tributary - south of Five Palms, between Indian Crk. and Old Pearsall Rd.)

LAND TRANSACTIONS:

17. S.P. No. 1561 North East ISD request to close, vacate and abandon an unimproved 15 foot portion of right of way on West Ave. (Capital Improvements Management Services, by Mary L. Flors)

18. S.P. No. 1563 Request to declare as surplus and sell a vacant parcel of City-owned property (Capital Improvements Management Services, by Jesse Quesada)

19. S.P. No. 1564 Request to declare as surplus and sell two (2) vacant parcels of City owned property (Capital Improvements Management Services, by Jesse Quesada)

20. Resolution Recommending Council Authorization to Acquire Parcels of Land for the Linear Creekway Parks Development Project. Proposed Land Acquisitions includes approximately 96.3 acres of land located in Council Districts 3, 8, 9 and 10 along Leon Creek, Salado Creek and the Medina River for the Linear Creekway Parks Development Project. (Parks and Recreation Department, by Brandon Ross)

COMPREHENSIVE MASTER PLANS:

21. Public hearing and consideration of endorsement of San Antonio Bike Plan 2011 Plus Implementation Strategy (Office of Environmental Policy, by Julia Diana)

22. PA11032 - [Item Continued from May 11, 2011 meeting] Public hearing and consideration of a resolution amending the land use plan contained in the United Southwest Communities Plan, a component of the Master Plan of the City, by changing the use of approximately 9.066 acres from Low Density Residential land use and Community Commercial land use to Industrial land use for a parcel located at 8331 Southwest Loop 410. (Planning and Community Development Department by John Osten)

23. PA110034 - [Item Continued from May 25, 2011 meeting] Public hearing and consideration of a resolution amending the land use plan contained in the Westfort Alliance Neighborhood Plan, a component of the Master Plan of the City, by changing the use of approximately 0.190 acres located at 353 Brahan Street from Urban Single Family Residential land use to Medium Density Residential land use. (Planning and Community Development Department by Tyler Sorrells)

24. PA11035 - Public hearing and consideration of a resolution amending the land use plan contained in the Near Northwest Community Plan, a component of the Master Plan of the City, by changing the use of approximately 0.3260 acres located north of the

intersection of Mabry and Donaldson Avenue more specifically described as Lots 73 through 76 Block 19 NCB 7023 from Urban Low Density Residential land use to Neighborhood Commercial land use. (Planning and Community Development Department by Robert C. Acosta)

25. **PA11036 -** Public hearing and consideration of a resolution amending the land use plan contained in the Near Northwest Community Plan, a component of the Master Plan of the City, by changing the use of approximately 0.3133 acres located at 2647 Culebra from Low Density Residential land use to Community Commercial land use. (Planning and Community Development Department by Tyler Sorrells)

OTHER ITEMS:

26. Approval of the minutes for the May 25, 2011 Planning Commission meeting

27. Director's report - City Council Action Update (Planning Commission Items sent to Council)

28. Executive Session: consultation on attorney-client matters (real estate, litigation, contracts, personnel, and security matters) as well as any of the above agenda items may be discussed

29. **ADJOURNMENT**

PLANNING COMMISSION
PUBLIC HEARING AND CONSIDERATION OF REPLAT WITH WRITTEN NOTIFICATION AND SUBDIVISION PLAT

AGENDA ITEM NO: 5A&6 June 8, 2011

FOX GROVE, UNIT 11A	MAJOR PLAT	100190
SUBDIVISION NAME		**PLAT #**

COUNCIL DISTRICT: Outside San Antonio City Limits
FERGUSON MAP GRID: 484 E-7
OWNER: KB Home Lone Star, Inc., by Joseph Hernandez
ENGINEER: Vickery & Associates, Inc., by Kara J. Heasley, P.E.
CASE MANAGER: Larry Odis, Planner (207-0210)

Date filed with Planning Commission: May 17, 2011

Location: South of the intersection of Creek River and Cape Coral

Services Available: SAWS Water and Sewer

Zoning: Outside San Antonio City Limits

Plat is associated with:
MDP 705, Fox Grove, accepted on May 4, 2001

Proposed Use: Residential

Major Thoroughfare: Dusty Canyon is a secondary arterial, Type A, minimum R.O.W. 86 feet

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APPLICANT'S PROPOSAL:

To plat **2.369** acres consisting of **10** single family lots, and **250** linear feet of public streets.

DISCUSSION:

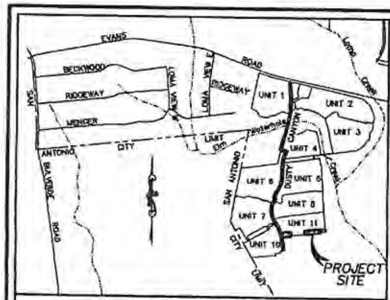
The Planning Commission will hold a public hearing on the proposed replatting of this property on June 8, 2011. One notice was mailed to the adjacent property owner, as of this writing, no written opposition was submitted. The plat is not within 200 feet of a registered Neighborhood Association.

This plat lies within the Edwards Recharge Zone District and has been reviewed by the Aquifer Protection and Evaluation Section of the San Antonio Water Systems, as indicated in the attached report. No significant recharge features were observed on this site. This plan meets all of the requirements for development over the recharge zone.

It is noted that because plat 060664, Fox Grove Unit 11 provides access to this development, it must be recorded prior to this unit. A note has been placed on the tracking system to hold this plat until such recording occurs.

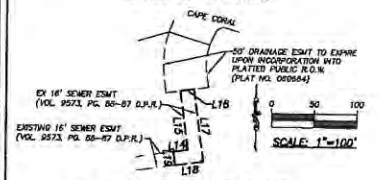
STAFF RECOMMENDATION:

Approval



LOCATION MAP

NOT TO SCALE
MAPSCO MAP GRID 484-E7



AREA BEING REPLATTED THROUGH PUBLIC HEARING WITH WRITTEN NOTIFICATION

THE AREA BEING REPLATTED BEING A 16' SANITARY SEWER EASEMENT WAS PREVIOUSLY PLATTED ON FOX GROVE SUBDIVISION UNIT 7A, PLAT NO. 060237, RECORDED IN VOL. 9573, PGS. 86-87 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED ON PLAT FOX GROVE SUBDIVISION UNIT 7A, PLAT NO. 060237, WHICH IS RECORDED IN VOLUME 9573, PAGES 86-87, BEXAR COUNTY PLAT AND DEED RECORDS. THE SAN ANTONIO PLANNING COMMISSION AT ITS MEETING OF __________ HELD A PUBLIC HEARING WHICH INVOLVED NOTIFICATION ON THE PROPOSED REPLATTING OF THIS PROPERTY.

I(WE), THE OWNER(S) OF THE LAND SHOWN ON THIS REPLAT HEREBY CERTIFY THAT THIS PLAT DOES NOT AMEND OR REMOVE ANY COVENANTS OR RESTRICTIONS.

OWNER/DEVELOPER
KB Home Lone Star, L.P.,
a Texas Limited Partnership
By: KBSA, Inc., its general partner
By: Joseph C. Hernandez
Title: Director of Land Development
4800 Fredericksburg Road
San Antonio, Texas 78229
(210) 349-1111

[signature] OWNER

OWNER'S DULY AUTHORIZED AGENT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 10th DAY OF May, AD 20 11

[signature]
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

VERONICA ANN VALDEZ
Notary Public, State of Texas
My Commission Expires
September 13, 2013

LEGEND

○	SET 1/2" IRON ROD WITH CAP STAMPED "VICKREY PROP. COR."
●	FOUND 1/2" IRON ROD WITH CAP STAMPED "VICKREY PROP. COR."
D.R.	DEED RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
— —740— —	EXISTING CONTOURS
—[740]—	PROPOSED CONTOURS
G.E.T.CA	GAS, ELECTRIC, TELEPHONE AND CABLE TV
BSL	BUILDING SETBACK LINE
ESMT	EASEMENT
R.O.W.	RIGHT OF WAY
EX	EXISTING
VOL.	VOLUME
PG.	PAGE
C.V.E.	CLEAR VISION ESMT
BLK	BLOCK
CB	COUNTY BLOCK
AC.	ACRES

1/2" IRON ROD WITH VICKREY & ASSOCIATES CAP SET AT ALL EXTERNAL BOUNDARY CORNERS UNLESS OTHERWISE NOTED.

THE VALUE OF THE TWO COORDINATES SHOWN HEREON ARE NAD 83 US SURVEY FEET, STATE PLANE COORDINATES FOR THE TEXAS SOUTH CENTRAL ZONE.

SOURCE OF BEARINGS ARE REFERENCED FROM FOX GROVE UNIT 7A, DESCRIBED IN VOLUME 9573, PAGES 86 & 87 OF THE DEED AND PLAT RECORDS OF 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: VICKREY & ASSOCIATES, INC.

VICKREY & ASSOCIATES, INC.
BY: ERIC N. MILLER, R.P.L.S

[signature] 5/9/2011
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS REGISTERED ERIC N. MILLER 5910 PROFESSIONAL LAND SURVEYOR

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.

VICKREY & ASSOCIATES, INC.
BY: KARA J. HEASLEY, P.E.

[signature] 5/9/2011
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS KARA J. HEASLEY 92590 LICENSED PROFESSIONAL ENGINEER

CPS NOTES:

1. THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES; TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, 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 ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:
4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC, GAS, TELEPHONE AND CABLE T.V. EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC, GAS, TELEPHONE AND CABLE T.V. FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

NOTE: THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. DEVELOPMENT WITHIN THIS SUBDIVISION IS SUBJECT TO CHAPTER 34, ARTICLE VI, DIVISION 8 OF THE SAN ANTONIO CITY CODE ENTITLED "AQUIFER RECHARGE ZONE AND WATERSHED PROTECTION," OR LATEST REVISIONS THEREOF. ANY REGULATED ACTIVITY MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS RELATING TO DEVELOPMENT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

WASTEWATER EDU NOTE: THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU's) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

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

THE SETBACKS IMPOSED ON THIS PLAT ARE AT THE DISCRETION OF THE DEVELOPER OR BEXAR COUNTY AND ARE NOT SUBJECT TO ENFORCEMENT BY THE CITY OF SAN ANTONIO.

ADDITIONAL NOTES:
A. THE FINISHED FLOOR ELEVATION FOR EACH LOT SHALL BE A MINIMUM OF 8 INCHES ABOVE THE FINISHED ADJACENT GRADE.
B. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE SIDE LOT LINE SANITARY SEWER, WATER, AND DRAIN EASEMENTS.
C. ROOF OVERHANGS ARE ALLOWED WITHIN THE SIDE LOT LINE SANITARY SEWER, WATER, AND DRAIN EASEMENTS.
D. NO STRUCTURE, FENCES, WALLS, OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.
E. BEXAR COUNTY AND THE CITY OF SAN ANTONIO WILL NOT MAINTAIN PRIVATE STREETS, DRAINS, PARKS, EASEMENTS OF ANY KIND, GREEN BELTS, OPEN SPACES, OR TRAFFIC ISLANDS.
F. MINIMUM FINISHED FLOOR ELEVATION FOR RESIDENTIAL AND COMMERCIAL LOTS SHALL BE ELEVATED AT LEAST 1 FOOT HIGHER THAN THE COMPUTED WATER SURFACE ELEVATION FOR THE 100-YEAR ULTIMATE DEVELOPMENT FLOOD. LOT 46, BLOCK 11 SHALL HAVE A MINIMUM FINISHED FLOOR ELEVATION OF 837.00.

PLAT NO. 100190

REPLAT & SUBDIVISION PLAT ESTABLISHING

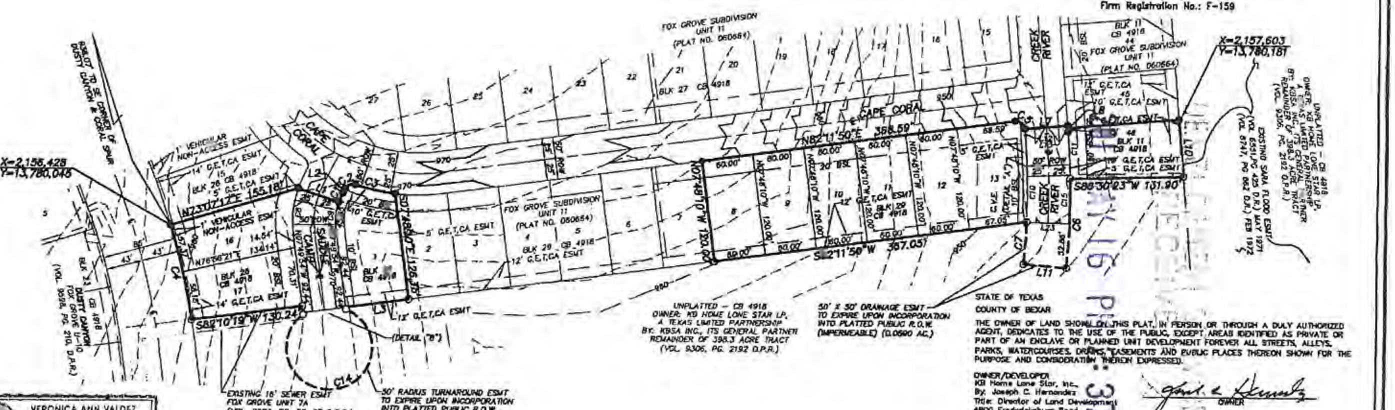
FOX GROVE SUBDIVISION, UNIT 11A

BEING A TOTAL OF 2.369 ACRE TRACT OF LAND BEING 2.3316 ACRES OUT OF THE E. ARNOLD SURVEY NO. 98, ABSTRACT 1197, COUNTY BLOCK 4918 IN BEXAR COUNTY, TEXAS AND ALSO OUT OF A CALLED 398.3 ACRE TRACT AS CONVEYED FROM EDWIN J. ACKERMANN, et al TO KB HOME LONESTAR L.P., A TEXAS LIMITED PARTNERSHIP IN SPECIAL WARRANTY DEED DATED MARCH 18, 2002, RECORDED IN VOLUME 9306, PAGE 2192 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS AND BEING 0.0374 ACRES OUT OF FOX GROVE SUBDIVISION UNIT 7A RECORDED IN VOLUME 9573, PAGES 86-87 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

0 50 100 150

SCALE: 1"=100'

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
12940 Country Parkway San Antonio, Texas 78216
Telephone: (210)349-3271
Firm Registration No.: F-159



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
KB Home Lone Star, Inc.
By: Joseph C. Hernandez
Title: Director of Land Development
4800 Fredericksburg Road
San Antonio, Texas 78229
(210) 349-1111

[signature] OWNER

DULY AUTHORIZED AGENT

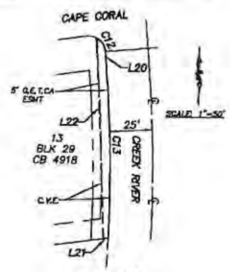
STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Joseph C. Hernandez 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 10th DAY OF May, A.D. 20 11

[signature]
NOTARY PUBLIC BEXAR COUNTY, TEXAS

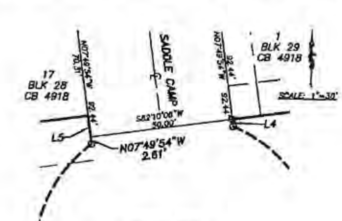
VERONICA ANN VALDEZ
Notary Public, State of Texas
My Commission Expires
September 13, 2013



DETAIL "A"

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C1	75.00'	11.68'	08°55'21"	5.85'	N22°30'25"E	11.67'
C2	10.00'	14.21'	81°26'[illegible]"	8.61'	N67°31'08"E	13.05'
C3	225.00'	47.67'	12°08'20"	23.92'	S77°40'00"E	47.58'
C4	861.00'	115.55'	07°41'22"	57.88'	N13°02'02"W	115.48'
C5	10.00'	16.21'	92°52'18"	10.51'	S51°22'01"E	14.49'
C6	925.00'	106.00'	06°33'56"	53.06'	S01°47'21"W	105.94'
C7	875.00'	50.00'	03°16'26"	25.01'	N03°26'[illegible]"E	49.99'
C8	125.00'	56.46'	25°52'38"	28.72'	N[illegible]°[illegible]'25"E	55.98'
C9	75.00'	33.87'	25°52'38"	17.23'	S05°[illegible]'25"W	33.59'
C10	875.00'	102.77'	06°43'45"	51.44'	N01°34'00"W	102.71'
C11	925.00'	55.50'	03°26'15"	27.76'	N03°12'44"W	55.49'
C12	10.00'	9.61'	55°03'25"	5.21'	S32°27'35"E	9.24'
C13	875.00'	102.77'	06°43'45"	51.44'	S01°34'00"E	102.71'
C14	50.00'	261.80'	300°00'00"	28.87'	S82°10'06"W	50.00'
C15	925.00'	108.64'	06°43'45"	54.38'	S01°34'00"E	108.58'

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00'	S71°57'16"E
L2	5.60'	N26°[illegible]'05"E
L3	73.84'	S82°11'[illegible]"W
L4	2.61'	S07°49'54"E
L5	10.21'	N07°49'54"W
L7	50.00'	N[illegible]°04'08"E
L8	2.91'	S04°55'52"E
L9	130.00'	N85°04'08"E
L10	67.88'	S04°55'52"E
L11	50.00'	N84°[illegible]'41"W
L12	7.41'	N04°55'52"W
L13	7.41'	S04°55'52"E
L14	17.00'	N82°10'19"E
L15	65.72'	N07°49'37"W
L16	16.00'	N82°10'06"E
L17	64.72'	S07°49'37"E
L18	33.00'	S82°10'19"W
L19	16.00'	N07°49'54"W
L20	7.41'	S04°55'52"E
L21	2.89'	S82°11'50"W
L22	118.37'	N02°41'09"W
L23	50.00'	N88°12'07"W



DETAIL "B"

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS ON __________ AND THAT AFTER EXAMINATION IT APPEARED THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THIS PLAT WAS APPROVED BY THE SAID COMMISSIONERS COURT.

DATED THIS ______ DAY OF __________ A.D. 20____

COUNTY JUDGE, BEXAR COUNTY, TEXAS

COUNTY CLERK, BEXAR COUNTY, TEXAS

THIS PLAT OF *FOX GROVE SUBDIVISION, UNIT 11A* HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATION; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS ______ DAY OF __________ A.D. ______

BY: __________________
CHAIRMAN

BY: __________________
SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I, ______________ COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE ______ DAY OF ______ A.D. ______ AT ______ M. AND DULY RECORDED THE ______ DAY OF ______ A.D. ______ AT ______ M. IN THE RECORDS OF ______ OF SAID COUNTY, IN BOOK VOLUME ______ ON PAGE ______ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS ______ DAY OF ______ A.D. ______

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: __________________, DEPUTY

SHEET 1 OF 1

JOB No. 1816-021-051 DATE OF PREPARATION: 05-04-11 N:\1816-021\dwg\Sh_plat11A.dwg

San Antonio Water System

DEVELOPMENT SERVICES
RECEIVED

2011 MAY 16 PM 2:36

November 16, 2006

Ms. Kara Heasley, P.E.
Vickrey and Associates, Inc.
12940 Country Parkway
San Antonio, Texas 78216

RE: File No. 0609009 - Request for review of **Fox Grove Subdivision, Unit 11, Plat No. 060664** located on southwest of the intersection of Dusty Canyon and Crystal Bay.

Dear Ms. Heasley:

On September 25, 2006, the Aquifer Protection & Evaluation Section of the Resource Protection Division of the San Antonio Water System (SAWS) received a request to review a plat for the property referenced above. Staff reviewed the documentation submitted and conducted field observations of the referenced plat to ensure compliance with applicable requirements for development over the Edwards Aquifer Recharge Zone (EARZ). The land use of the subject plat is for residential and consists of approximately 13.180 acres located entirely within the EARZ. Geologic features were visually apparent at the site, no notable significant features were observed. The property is not within a 100-year floodplain preservation area.

The proposed development is a **Category 3** property under the provisions of Aquifer Protection Ordinance No. 81491. In accordance with Ordinance No. 81491, an Aquifer Protection Plan for all Category 2 and 3 properties is required to be submitted to and approved by the Aquifer Protection & Evaluation Section of the San Antonio Water System. An Aquifer Protection Plan was submitted to SAWS and approved in a letter dated September 6, 2006- File No. 0107005B.

Should any documentation become available that would alter this Category designation, the documentation may be submitted to the San Antonio Water System for review and possible Category redesignation.

A Water Pollution Abatement Plan (WPAP) and an Organized Sewage Collection System (SCS) Plan has been submitted to the Texas Commission on Environmental Quality (TCEQ) and approved in their letters dated October 1, 2001, and September 14, 2006, respectively.

DEVELOPMENT SERVICES
RECEIVED
2011 MAY 16 PM 2:36

After careful review of the project and the documentation submitted by the applicant, the Aquifer Protection & Evaluation Section of the Resource Protection Division of the San Antonio Water System, recommends the approval of Fox Grove Subdivision, Unit 11, Plat No. 060664.

If you have any questions regarding this matter, please contact the Aquifer Protection & Evaluation Section at (210) 233-3523.

Sincerely,

Kirk M. Nixon
Manager
Resource Protection Division

KMN:KES:pzg

PLANNING COMMISSION
PUBLIC HEARING AND CONSIDERATION OF REPLAT WITH WRITTEN NOTIFICATION AND SUBDIVISION PLAT

AGENDA ITEM NO: 5B&7 **June 8, 2011**

VILLA DEL SOL, UNIT 10B — MAJOR PLAT — 100304
SUBDIVISION NAME — **PLAT #**

COUNCIL DISTRICT: 4
FERGUSON MAP GRID: 681 E-2
OWNER: KB Home Lone Star, Inc., by Joseph C. Hernandez
ENGINEER: Vickrey & Associates, Inc., by Kara J. Heasley, P.E.
CASE MANAGER: Donna Camacho, Planner (207-5016)

Date filed with Planning Commission: May 16, 2011

Location: North of the intersection of Sundrop Bay and Verde Canyon

Services Available: Bexar Metropolitan Water District and SAWS Sewer

Zoning: R-5 Residential Single-Family District

Plat associated with:
MDP 677 Las Casas accepted on July 28, 2000

Proposed Use: Residential

APPLICANT'S PROPOSAL:

To plat **8.837** acres consisting of **47** single family lots and **1,448** linear feet of public streets.

DISCUSSION:

PUBLIC HEARING NOTE:
The Planning Commission will hold a public hearing on the proposed replatting of this property on June 8, 2011. One notice was mailed to the adjacent property owner, as of this writing, no written opposition was submitted. The plat is not within 200 feet of a registered Neighborhood Association.

STAFF RECOMMENDATION:

Approval

PLAT NO. 100304

REPLAT & SUBDIVISION PLAT ESTABLISHING

VILLA DEL SOL SUBDIVISION, UNIT 10B

BEING 8.837 ACRES OF LAND OUT OF A 158.424 ACRE TRACT RECORDED IN VOLUME 7164, PAGES 701-705 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, AND ALSO OUT OF A 18.732 ACRE TRACT RECORDED IN VOLUME 7164 PAGE 704 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY AND ALSO OUT OF A 57.575 ACRE TRACT RECORDED IN VOLUME 3922, PAGE 1996 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS OUT OF THE A.J. LESLIE SURVEY NO. 99, ABSTRACT 447, COUNTY BLOCK 4291 NOW ALL IN N.C.B. 14196 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AND REFERENCED ALSO IN DEEDS RECORDED IN VOLUME 11[illegible], PAGE 2342 AND VOLUME 11936, PAGE 1903 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS AND INCLUDES A VARIABLE WIDTH G.E.T.CA ESMT RECORDED IN VOLUME 9569, PAGE 7 OF THE DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.

SCALE: 1"=100'

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
12940 Country Parkway San Antonio, Texas 78216
Telephone: (210)349-3271
Firm Registration No.: F-159

LOCATION MAP
NOT TO SCALE

LEGEND

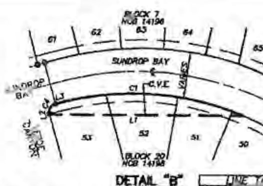
○	SET 1/2" IRON ROD W/CAP STAMPED "VICKREY PROP. COR."
●	FOUND 1/2" IRON ROD W/CAP STAMPED "VICKREY PROP. COR." (UNLESS OTHERWISE NOTED)
D.R.	DEED RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
---653---	EXISTING CONTOURS
—653—	PROPOSED CONTOURS
G.E.T.CA	GAS, ELECTRIC, TELEPHONE AND CABLE TV
BSL	BUILDING SETBACK LINE
AC.	ACRES
ESMT	EASEMENT
R.O.W.	RIGHT OF WAY
EX	EXISTING
VOL.	VOLUME
PG.	PAGE
C.V.E.	CLEAR VISION ESMT
VAR.	VARIABLE

SCALE: 1"=100'

ADJACENT OWNER
1 OWNER: VILLA DEL SOL, UNIT 9 KB HOME LONE STAR, L.P. (VOL. 9569, PG. 7, D.P.R.)

NOTE:
① THE LOTS ESTABLISHED WITH PLAT NO 080133: VILLA DEL SOL, UNIT 9 SUBDIVISION REPLAT AS SHOWN WERE RECORDED IN VOLUME 9603, PAGES 76-77 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.
② THE EASEMENTS AND LOTS ESTABLISHED WITH PLAT NO 020074; VILLA DEL SOL, UNIT 9 SUBDIVISION AS SHOWN WERE RECORDED IN VOLUME 9569, PG. 7, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

DETAIL "A"



DETAIL "B"

CLEAR VISION EASEMENTS MUST BE FREE OF VISUAL OBSTRUCTIONS, E.G. STRUCTURES, WALLS, FENCES AND VEGETATION, WHICH ARE HIGHER THAN THREE (3) FEET AND LOWER THAN EIGHT (8) FEET ABOVE THE PAVEMENT AS PER THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, OR LATEST REVISIONS THEREOF.

CURVE T[illegible]LE

CURVE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C1	[illegible]	320.00'	214.64'	111.53'	[illegible]	[illegible]
C2	[illegible]	10.00'	15.71'	10.00'	[illegible]	14.14'
C3	[illegible]	305.00'	180.36'	[illegible]	[illegible]	187.29'
C4	90°00'00"	10.00'	15.71'	[illegible]	[illegible]	14.14'
C5	03°09'14"	[illegible]	21.80'	[illegible]	S34°16'18"W	21.80'
C6	32°41'41"	[illegible]	[illegible]	95.35'	[illegible]	[illegible]
C7	32°41'41"	[illegible]	191.18'	[illegible]	N15°20'50"E	[illegible]
C8	33°52'36"	[illegible]	325.25'	[illegible]	[illegible]	[illegible]
C9	41°01'10"	[illegible]	[illegible]	224.45'	[illegible]	[illegible]
C10	01°51'21"	[illegible]	9.45'	4.77'	S85°03'09"W	9.45'
C11	06°40'19"	175.00'	20.38'	[illegible]	N44°48'17"W	20.37'
C12	09°43'07"	170.00'	28.86'	[illegible]	[illegible]	[illegible]
C13	42°07'34"	430.00'	316.15'	[illegible]	[illegible]	[illegible]
C14	[illegible]	15.00'	21.87'	13.40'	[illegible]	[illegible]
C15	[illegible]	485.00'	351.03'	[illegible]	[illegible]	[illegible]
C16	[illegible]	425.00'	[illegible]	[illegible]	[illegible]	[illegible]
C17	02°33'12"	210.00'	[illegible]	[illegible]	[illegible]	[illegible]
C18	51°05'04"	320.00'	[illegible]	152.92'	[illegible]	275.95'
C19	44°22'25"	[illegible]	[illegible]	150.90'	N22°11'14"E	[illegible]
C20	93°44'25"	15.00	24.54'	16.01'	N02°29'45"W	[illegible]
C21	40°40'52"	370.00'	[illegible]	137.16'	[illegible]	257.22'
C22	35°45'37"	[illegible]	[illegible]	114.63'	[illegible]	[illegible]
C23	00°03'28"	704.79'	0.70'	0.35'	N32°45'18"E	0.70'

LINE TABLE

LINE	[illegible]	LENGTH
L1	[illegible]	[illegible]
L2	[illegible]	1.15'
L3	[illegible]	10.49'
L4	[illegible]	10.53'
L5	S63°31'03"W	[illegible]
L6	N41°28'08"W	[illegible]
L7	S48°31'52"W	[illegible]
L8	[illegible]	[illegible]
L9	[illegible]	45.10'
L10	[illegible]	[illegible]
L11	[illegible]	[illegible]
L12	[illegible]	[illegible]
L13	[illegible]	[illegible]
L14	[illegible]	57.10'
L15	[illegible]	187.73'
L16	[illegible]	10.00'
L17	[illegible]	13.00'
L18	S00°00'00"W	110.00'
L19	[illegible]	[illegible]
L20	S04°11'10"E	111.24'
L21	[illegible]	50.00'
L22	[illegible]	[illegible]
L23	[illegible]	[illegible]
L24	S59°12'11"W	37.66'
L25	S48°31'52"W	[illegible]
L26	[illegible]	78.67'
L27	[illegible]	[illegible]
L28	[illegible]	[illegible]
L29	[illegible]	108.45'
L30	[illegible]	111.85'
L31	[illegible]	[illegible]
L32	[illegible]	50.00'
L33	[illegible]	8.45'
L34	[illegible]	57.00'
L35	N00°02'47"W	60.00'
L36	[illegible]	57.00'
L37	N00°02'47"W	[illegible]
L38	[illegible]	[illegible]
L40	[illegible]	78.00'
L41	[illegible]	[illegible]
L42	[illegible]	1.54'
L43	[illegible]	20.40'
L44	[illegible]	24.27'
L45	[illegible]	[illegible]
L46	[illegible]	[illegible]
L47	[illegible]	[illegible]
L48	[illegible]	4.00'
L49	[illegible]	[illegible]
L50	[illegible]	[illegible]
L51	[illegible]	[illegible]

WASTEWATER EDU NOTE: THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU's) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

NOTE: BEXARMET IMPACT FEE PAYMENT DUE:
BEXAR METROPOLITAN WATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET.

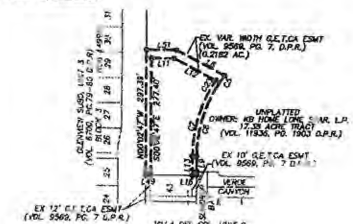
CPS NOTES:

1. THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES; TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, 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 ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.
4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC, GAS, TELEPHONE AND CABLE T.V. EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC, GAS, TELEPHONE AND CABLE T.V. FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

ADDITIONAL NOTES:
A. THE FINISHED FLOOR ELEVATION FOR EACH LOT SHALL BE A MINIMUM OF 6 INCHES ABOVE THE FINISHED ADJACENT GRADE.
B. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE SIDE LOT LINE SANITARY SEWER, WATER, AND DRAIN EASEMENTS.
C. ROOF OVERHANGS ARE ALLOWED WITHIN THE SIDE LOT LINE SANITARY SEWER, WATER, AND DRAIN EASEMENTS.

NOTE:
NO STRUCTURES, FENCES, WALLS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

SCALE: 1"=200'



AREA BE[illegible]G REPLATTED
THROUGH PU[illegible]IC HEA[illegible]G W[illegible]H WRITT[illegible]N NOTIFICATION
THE AREA BEING [illegible]PLATTED WAS PREVIOUSLY PLATTED ON VILLA DEL SOL SUBDIVISION UNIT 9, PLAT NO. 020074, RECORDED IN VOL. 9569, PG. 7, OF THE DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED ON VILLA DEL SOL SUBDIVISION UNIT 9, PLAT NO. 020074, RECORDED IN VOLUME 9569, PAGE 7 OF THE DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS. THE SAN ANTONIO PLANNING COMMISION AT ITS MEETING OF ______________ HELD A PUBLIC HEARING WHICH INVOLVED NOTIFICATION ON THE PROPOSED REPLATTING OF THIS PROPERTY.

I(WE), THE OWNER(S) OF THE LAND SHOWN ON THIS REPLAT HEREBY CERTIFY THAT THIS PLAT DOES NOT AMEND OR REMOVE ANY COVENANTS OR RESTRICTIONS.

OWNER/DEVELOPER
KB Home Lone Star, Inc.,
By: Joseph C. Hernandez
Title: Director of Land Development
4800 Fredericksburg Road
San Antonio, Texas 78229
(210) 349-1111

[signature] OWNER

OWNER'S DULY AUTHORIZED AGENT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 10th DAY OF May, AD 20 11

[signature] NOTARY PUBLIC, BEXAR COUNTY, TEXAS

1/2" IRON ROD WITH VICKREY & ASSOCIATES CAP SET AT ALL EXTERNAL BOUNDARY CORNERS UNLESS OTHERWISE NOTED.

THE VALUE OF THE TWO COORDINATES SHOWN HEREON ARE NAD 83 US SURVEY FEET, STATE PLANE COORDINATES FOR THE TEXAS SOUTH CENTRAL ZONE.

SOURCE OF BEARINGS ARE REFERENCED FROM VILLA DEL SOL UNIT 9, DESCRIBED IN VOLUME 9569, PAGE 7 OF THE DEED AND PLAT RECORDS OF 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 PROF[illegible]IONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: VICK[illegible]Y & A[illegible]OCIATES, INC.

VICKREY & ASSOCIATES, INC.
BY: ERIC N. MILLER, R.P.L.S

[signature] 5/9/2011
REGISTERED PROFESSIONAL LAND SURVEYOR

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.

VICKREY & ASSOCIATES, INC.
BY: KARA HEASLEY, P.E.

[signature] 5/9/2011
LICEN[illegible]D PROFESSIONAL ENGINEER

STATE OF TEXAS ERIC N. MILLER 5910 REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS KARA J. HEASLEY 92590 LICENSED PROFESSIONAL ENGINEER

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 EXPRES[illegible].

OWNER/DEVELOPER
KB Home Lone Star, Inc.,
By: Joseph C. Hernandez
Title: Director of Land Development
4800 Fredericksburg Road
San Antonio, Texas 78229
(210) 349-1111

[signature] OWNER

DULY AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF BEXAR
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Joseph C. Hernandez, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS [illegible]BED TO THE F[illegible]ING 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 10th DAY OF May, A.D. 20 11

[signature] NOTARY PUBLIC BEXAR COUNTY, TEXAS

THIS PLAT OF VILLA DEL SOL SUBDIVISION, UNIT 10B HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMI[illegible]ION OF THE CITY OF SAN ANTONIO, TEXAS IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS ________ DAY OF ____________________ A.D. __________

BY: ______________________________ CHAIRMAN

BY: ______________________________ SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR
I, ______________________ COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE ______ DAY OF ______ A.D. __________ AT ______ M. AND DULY RECORDED THE ______ DAY OF ______ A.D. __________ AT ______ M. IN THE RECORDS OF ______________ OF SAID COUNTY, IN BOOK VOLUME ____________ ON PAGE ____________ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS ________ DAY OF ______________________ A.D. __________

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: ______________________________, DEPUTY

SHEET 1 OF 1

JOB No. 1760-026-051 DATE OF PREPA[illegible]ATION: 05/04/11 N:\1760-026\DWG\SH_PLAT.DWG

PLANNING COMMISSION
PUBLIC HEARING AND CONSIDERATION OF REPLAT and SUBDIVISION PLAT

AGENDA ITEM NO: 5C & 8 **June 8, 2010**

WESTWINDS COMMERCIAL, UNIT – 3A2 — MAJOR PLAT — 110046

SUBDIVISION NAME — **PLAT #**

COUNCIL DISTRICT: Outside San Antonio City Limits
FERGUSON MAP GRID: 578 A-3
OWNER: Laredo S. Ltd., by A. Bradford Galo
ENGINEER: Pape-Dawson Engineers, Inc., by Cara C. Tackett, P.E.
CASE MANAGER: Richard Carrizales, Planner (207-8050)

Date filed with Planning Commission: May 18, 2011

Location: On the south side of Culebra Road, west of Westwood Loop

Services Available: SAWS Water and Sewer

Zoning: Outside San Antonio City Limits

Plat is associated with:
MDP 808-E, Westwinds, accepted on September 11, 2006

Proposed Use: Commercial

Major Thoroughfare: Culebra Road is a primary arterial, Type A, minimum R.O.W. 120 feet

---

APPLICANT'S PROPOSAL:

To plat **17.093** acres consisting of **6** non-single family lots

STAFF RECOMMENDATION:

Approval

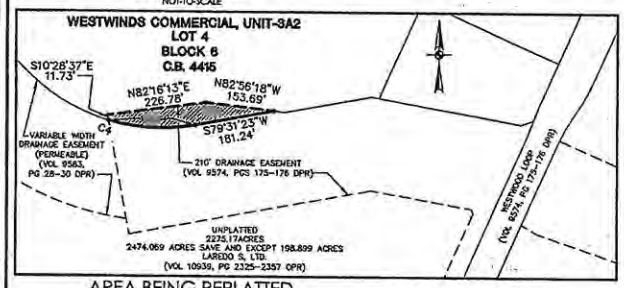
PLAT NUMBER 110046

REPLAT & SUBDIVISION PLAT ESTABLISHING WESTWINDS COMMERCIAL, UNIT-3A2

A 17.093 ACRE TRACT OF LAND COMPRISED OF A 0.28 ACRE PORTION OF A 210 FOOT DRAINAGE EASEMENT, WESTWINDS UNIT-9 SUBDIVISION, AS RECORDED IN VOLUME 9574, PAGE 176 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALL OUT OF THAT 399.069 ACRE TRACT CONVEYED TO LAREDO S. LTD. IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 10939, PAGES 2325-2357 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS OUT OF THE A.J. LESLIE SURVEY NUMBER 217, ABSTRACT 436, COUNTY BLOCK 4415 IN BEXAR COUNTY, TEXAS.

LOCATION MAP

MAPSCO MAP GRID: 578A3
NOT-TO-SCALE



AREA BEING REPLATTED THROUGH PUBLIC HEARING

SCALE: 1"= 200'

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED AS PORTION OF A 210 FEET DRAINAGE EASEMENT IN THE PLAT KNOWN AS WESTWINDS, UNIT-9 SUBDIVISION, AS RECORDED IN VOLUME 9574, PAGES 175-176 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED ON PLAT WESTWINDS, UNIT-9 WHICH IS RECORDED IN VOLUME 9574, PAGE(S) 175-176, COUNTY PLAT AND DEED RECORDS.

I (WE), THE OWNER(S) OF THE PROPERTY SHOWN ON THIS REPLAT HEREBY CERTIFY THAT THIS REPLAT DOES NOT AMEND OR REMOVE ANY COVENANTS OR RESTRICTIONS. I (WE) FURTHER CERTIFY THAT NO PORTION OF THIS REPLAT WAS LIMITED DURING THE PRECEDING FIVE (5) YEARS BY AN INTERIM OR PERMANENT ZONING DISTRICT TO RESIDENTIAL USE FOR NOT MORE THAN TWO (2) RESIDENTIAL UNITS PER LOT, OR THAT ANY LOT IN THE PRECEDING PLAT WAS LIMITED BY DEED RESTRICTIONS TO RESIDENTIAL USE FOR NOT MORE THAN TWO (2) RESIDENTIAL UNITS PER LOT.

OWNER/DEVELOPER: A. BRADFORD GALO
LAREDO S. LTD.
18618 TUSCANY STONE, STE. 100
SAN ANTONIO, TX 78258
(210) 497-3385

STATE OF TEXAS
COUNTY OF BEXAR

SWORN AND SUBSCRIBED BEFORE ME THIS 13th DAY OF MAY A.D. 2011

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 10-18-2013

RICHARD OLIVAREZ
MY COMMISSION EXPIRES
October 18, 2013

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

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
CARA C. TACKETT
89491
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
JOHN NOEL NICHOLLS
4402
REGISTERED
PROFESSIONAL
LAND SURVEYOR

C.P.S. NOTES:

1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "GUYWARING EASEMENT," "GUY EASEMENT," "GAS EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHTS-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO, IF IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, 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 ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.

EDU NOTE:

THE NUMBER OF EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

TxDOT NOTES:

1. FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT OF WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
2. OWNER\DEVLOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT OF WAY.
3. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED TOTAL OF TWO ACCESS POINTS ALONG F.M. 471, BASED ON OVERALL PLATTED HIGHWAY FRONTAGE OF 816.58'.
4. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT OF WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TXDOT.

SETBACK NOTE:

SETBACKS IMPOSED ON THE PLAT ARE AT THE DISCRETION OF THE DEVELOPER OR BEXAR COUNTY AND ARE NOT SUBJECT TO ENFORCEMENT BY THE CITY OF SAN ANTONIO.

DRAINAGE EASEMENT NOTE:

NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT TO INGRESS AND EGRESS OVER THE GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

FINISHED FLOOR-FOR FLOODPLAIN NOTE:

FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8" ABOVE FINAL ADJACENT GRADE. MINIMUM FINISHED FLOOR ELEVATIONS FOR RESIDENTIAL AND COMMERCIAL LOTS SHALL BE ELEVATED AT LEAST 1 FOOT HIGHER THAN THE COMPUTED WATER SURFACE ELEVATION FOR THE 1% ANNUAL CHANCE (100-YEAR) ULTIMATE DEVELOPMENT FLOOD. FINISHED FLOOR ELEVATIONS FOR EACH LOT SHALL TAKE INTO CONSIDERATION AS-BUILT CONDITIONS FOR FOUND SEWER SERVICES, ACTUAL LATERAL PLACEMENT, AND ADJACENT STREET GRADES.

SURVEYOR'S NOTES:

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 (CORS 1996) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DEPLATED 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 (CORS 1996). FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

LEGEND

CB	COUNTY BLOCK
DPR	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
DR	DEED RECORDS OF BEXAR COUNTY, TEXAS
OPR	OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS
PG	PAGE(S)
ROW	RIGHT-OF-WAY
VOL	VOLUME
○	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
--1140--	EXISTING CONTOURS
	EFFECTIVE (EXISTING) FEMA 1% ANNUAL CHANCE (100-YR) FLOODPLAIN
	1% ANNUAL CHANCE CALCULATED CONDITION BASED ON PAPE-DAWSON ENGINEERS CLOMR STUDY
	CITY OF SAN ANTONIO LIMITS
	ORIGINAL SURVEY/COUNTY LINE

KEY NOTES

1. 135' ELECTRICAL EASEMENT AND RIGHT-OF-WAY (VOL 6187, PG 265-268 OPR) 10.86 ACRES
2. 20' SEWER EASEMENT (VOL 10933, PG 484-492 OPR) (VOL 11131, PG 1801-1814 OPR) (VOL 11180, PG 1464-1499 OPR)
3. VARIABLE WIDTH PUBLIC DRAINAGE EASEMENT (PERMEABLE) (VOL 9583, PG 28-30 DPR)
4. 210' DRAINAGE EASEMENT (PERMEABLE) (VOL 9574, PG 175-176 DPR)
5. 20' SANITARY SEWER EASEMENT (PERMEABLE) (VOL 9574, PG 175-176 DPR)
6. VARIABLE WIDTH WATER AND DRAINAGE EASEMENT (PERMEABLE) (VOL 9574, PG 175-176 DPR)
7. 40' DRAINAGE EASEMENT (PERMEABLE) (VOL 9574, PG 175-176 DPR)
8. 14' ELECTRIC, GAS, TELEPHONE & CABLE TELEVISION EASEMENT (VOL 9574, PG 175-176, DPR)
9. 16' SANITARY SEWER EASEMENT (VOL 9574, PG 175-176 DPR)
10. DRAINAGE EASEMENT (VOL 9582, PG 142 DPR)
11. 16' SANITARY SEWER EASEMENT (VOL 9582, PG 142 DPR)
12. 14' ELECTRIC, GAS, TELEPHONE & CABLE TELEVISION EASEMENT (VOL 9582, PG 142 DPR)
13. 10' BUILDING SETBACK (VOL 9582, PG 142 DPR)
14. 1' VEHICULAR NON-ACCESS EASEMENT (VOL 9582, PG 142 DPR)
15. 20' BUILDING SETBACK (VOL 9582, PG 142 DPR)
16. INGRESS-EGRESS EASEMENT (VOL 9582, PG 142 DPR)
17. 25'X25' SANITARY SEWER TURNAROUND EASEMENT (VOL 9582, PG 142 DPR)
18. 30' INGRESS-EGRESS EASEMENT (VOL 9582, PG 142 DPR)
19. VARIABLE WIDTH WATER EASEMENT (VOL 10931, PG 1071-1085 DPR)
20. 12' GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION AND OVERHEAD EASEMENT (PLAT NO. 070112)(VOL 9614, PG 110-112)

1. 14' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
5. 1' VEHICULAR NON-ACCESS EASEMENT (NOT TO SCALE)
9. 16' SANITARY SEWER EASEMENT
11. 20' BUILDING SETBACK LINE
12. 20' DEDICATION FOR ROAD RIGHT OF WAY TO TxDOT (0.375 ACRE)
13. 40' INGRESS/EGRESS, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE TV EASEMENT
14. VARIABLE WIDTH INGRESS/EGRESS EASEMENT
15. 30' INGRESS/EGRESS EASEMENT
16. 15' ACCESS EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N66°29'59"W	10.22'
L2	N82°56'18"W	24.89'
L3	N34°44'26"W	48.20'
L4	N65°56'55"W	38.57'
L5	N24°03'05"E	92.92'
L6	S24°03'05"W	87.89'
L7	S65°56'55"E	36.21'
L8	N25°03'51"E	40.00'
L9	S64°56'09"E	20.00'
L10	N23°24'02"E	30.01'
L11	S64°56'09"E	40.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5889.58'	01°54'04"	S65°53'11"E	188.79'	188.79'
C2	400.00'	05°43'55"	S21°11'07"W	40.00'	40.02'
C3	400.00'	01°36'03"	S19°07'11"W	11.18'	11.18'
C4	427.50'	58°24'53"	N71°16'11"W	417.22'	435.85'
C5	375.00'	05°48'32"	N44°58'00"W	38.00'	38.02'
C6	50.00'	90°00'00"	N20°56'55"W	70.71'	78.54'
C7	25.00'	90°00'00"	S20°56'55"E	35.36'	39.27'
C8	5669.58'	01°54'07"	N65°53'12"W	188.20'	188.21'
C9	25.00'	89°59'02"	N70°03'22"E	35.35'	39.26'
C10	25.00'	90°00'58"	S19°56'38"E	35.36'	39.28'

PAPE-DAWSON ENGINEERS
TBPE FIRM REGISTRATION # 470
555 EAST RAMSEY | SAN ANTONIO, TEXAS 78216 | PHONE: 210.375.9000 FAX: 210.375.9010

DATE OF PRINT: May 12, 2011

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: A. BRADFORD GALO
LAREDO S. LTD.
18618 TUSCANY STONE, STE. 100
SAN ANTONIO, TX 78258
(210) 497-3385

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED A. BRADFORD GALO 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 13th DAY OF MAY A.D. 2011

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

RICHARD OLIVAREZ
MY COMMISSION EXPIRES
October 18, 2013

THIS REPLAT OF WESTWINDS COMMERCIAL, UNIT-3A2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____ CHAIRMAN

BY: _____ SECRETARY

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS ON _____ AND THAT AFTER EXAMINATION IT APPEARED THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THIS PLAT WAS APPROVED BY THE SAID COMMISSIONERS COURT.

DATED THIS _____ DAY OF _____ A.D. 20_____.

COUNTY JUDGE, BEXAR COUNTY, TEXAS COUNTY CLERK, BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20____ AT _____M. AND DULY RECORDED THE _____ DAY OF _____, A.D. 20____ AT _____M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/ VOLUME _____ ON PAGE _____ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE. THIS _____ DAY OF _____, A.D. 20____.

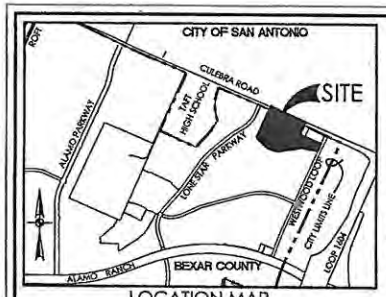
COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____, DEPUTY

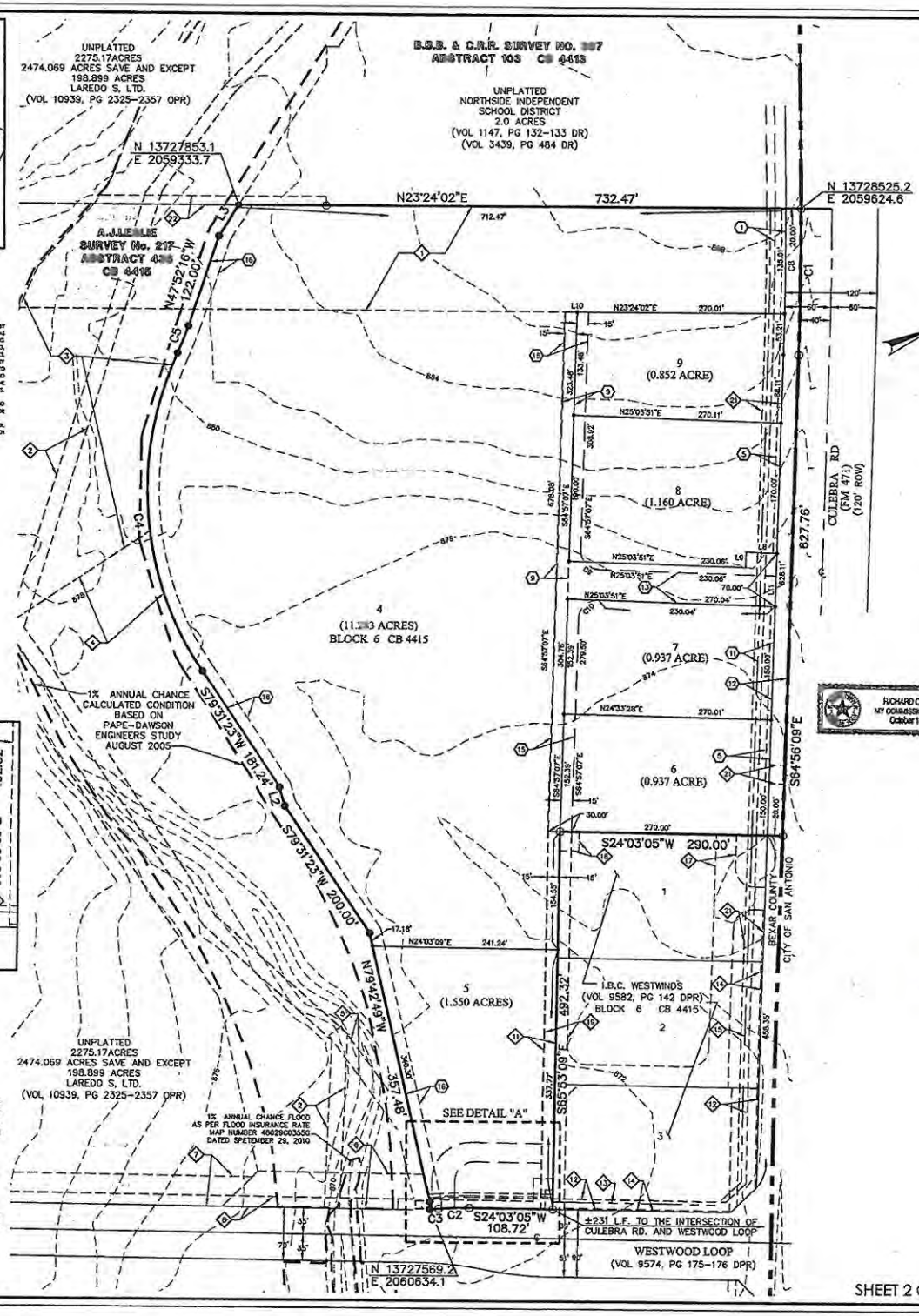
PLAT NUMBER 110046

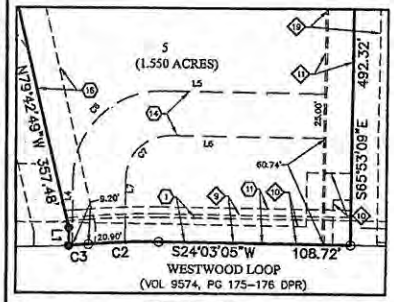
REPLAT & SUBDIVISION PLAT ESTABLISHING WESTWINDS COMMERCIAL, UNIT-3A2

A 17.093 ACRE TRACT OF LAND COMPRISED OF A 0.28 ACRE PORTION OF A 210 FOOT DRAINAGE EASEMENT, WESTWINDS UNIT-9 SUBDIVISION, AS RECORDED IN VOLUME 9574, PAGE 176 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALL OUT OF THAT 399.069 ACRE TRACT CONVEYED TO LAREDO S. LTD. IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 10939, PAGES 2325-2357 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS OUT OF THE A.J. LESLIE SURVEY NUMBER 217, ABSTRACT 436, COUNTY BLOCK 4415 IN BEXAR COUNTY, TEXAS.



LOCATION MAP
MAPSCO MAP GRID: 578A3
NOT-TO-SCALE





DETAIL "A"
SCALE: 1" = 50'

SCALE: 1" = 100'
0' 100' 200' 300'

PAPE-DAWSON ENGINEERS
TBPE FIRM REGISTRATION # 470

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

DATE OF PRINT: May 12, 2011

C.P.S. NOTES:

1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "GUYS EASEMENT," "GAS EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND EXECUTING POLES, HANGING ON BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
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NOTE:
SEE SHEET 1 OF 2 FOR LEGEND, LINE TABLES, AND CURVE TABLES.

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: A. BRADFORD GALO
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STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED A. BRADFORD GALO 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 12TH DAY OF MAY, A.D. 2011.

RICHARD OLIVAREZ
MY COMMISSION EXPIRES
October 18, 2013

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

THIS REPLAT OF WESTWINDS COMMERCIAL, UNIT-3A2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____ CHAIRMAN

BY: _____ SECRETARY

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS ON _____ AND THAT AFTER EXAMINATION IT APPEARED THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THIS PLAT WAS APPROVED BY THE SAID COMMISSIONERS COURT.

DATED THIS _____ DAY OF _____, A.D. 20_____.

COUNTY JUDGE, BEXAR COUNTY, TEXAS COUNTY CLERK, BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____, A.D. 20____ AT _____ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/ VOLUME _____ ON PAGE _____ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A.D. 20_____.

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____ DEPUTY

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

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
CARA C. TACKETT
89491
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
REGISTERED
JOHN NOEL NICHOLS
4402
PROFESSIONAL
LAND SURVEYOR

RECEIVED
2011 MAY 17 PM 3:

PLANNING COMMISSION
SUBDIVISION

AGENDA ITEM NO: 9 **June 8, 2011**

STONEWALL ESTATES UNIT 4A PUD MAJOR PLAT — 090286
SUBDIVISION NAME — **PLAT #**
COUNCIL DISTRICT: 8 & Outside San Antonio City Limits
FERGUSON MAP GRID: 479 E-5
OWNER: HM Stonewall Estates, LTD., by Jay Hanna
ENGINEER: Pape Dawson Engineers, Inc., by Dennis R. Rion, P.E.
CASE MANAGER: Donna Camacho, Planner (207-5016)

Date filed with Planning Commission: May 24, 2011

Location: Extending Vanity Hill south from Stonewall Estates Unit 3A

Services Available: SAWS Water and On Site Sewer Facility

Zoning: Outside San Antonio City Limits

R-6	Residential Single-Family District
PUD	Planned Unit Development
MLOD-1	Military Lighting Overlay Zoning District

Plat is associated with:
MDP 821A, Stonewall Estates, accepted on December 9, 2009
PUD 05-037A, Stonewall Estates, approved on December 10, 2009

Proposed Use: Residential

APPLICANT'S PROPOSAL:

To plat **39.842** acres consisting of **24** single family lots, **2** non-single family lots and **1,624** linear feet of private streets.

DISCUSSION:

The Development Services Department has cited: Section 35-506(e)(7) of the UDC, regarding secondary access. The applicant has submitted a request for an Administrative Exception to the requirement.

The Development Services Director has granted an administrative exception to Section 35-506(e)(7) of the UDC regarding secondary access as indicated in the attached report.

It is noted that because plat 090283 Stonewall Estates Units 3A, PUD, provides access to this development, it must be recorded prior to this unit. A note has been placed on the tracking system to hold this plat until such recording occurs.

Further, this plat lies within the Camp Bullis 5 Mile Awareness Zone and the City's Office of Military Affairs has been notified. The Camp Bullis Military Installation has reviewed the project and the Garrison Commander was concerned that a survey had not been completed within the last three years. The engineer has acknowledged receiving the commander's concern and indicated that the owner would be notified.

The applicant will need to comply with the dark sky lighting measures of Bexar County as of Court Order on July 22, 2008 and the Military Lighting Overlay Zoning District (MLOD-1) of April 2, 2009 (Ordinance 2009-04-02-0258).

STAFF RECOMMENDATION:

Approval

PLAT NUMBER 090286

SUBDIVISION PLAT OF STONEWALL ESTATES, UNIT 4A (P.U.D.)

A 39.842 ACRE TRACT OF LAND OUT OF A 190.7 ACRE TRACT OF LAND CONVEYED TO HM STONEWALL ESTATES, LTD., DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 13519, PAGES 1698-1706 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE S.A. & M.G. RAILROAD CO. SURVEY NUMBER 326, ABSTRACT 717, COUNTY BLOCK 4728, THE TYLER TAP RAILROAD CO. SURVEY NUMBER 333, ABSTRACT 947, COUNTY BLOCK 4716, ALL IN NEW CITY BLOCK 18335, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

SCALE: 1"= 100'

0' 100' 200' 300'

PAPE-DAWSON ENGINEERS
TBPE, FIRM REGISTRATION # 470

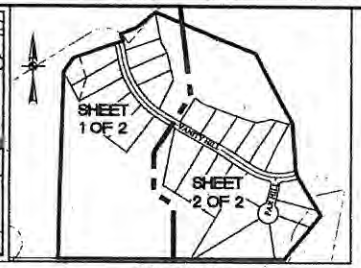
555 EAST RAMSEY | SAN ANTONIO, TEXAS 78216 | PHONE: 210.375.9000 FAX: 210.375.9010

DATE: November 30, 2010

STONEWALL ESTATES, UNIT 4A (P.U.D.)

Civil Job No. 6139-33; Survey Job No. 9180-08

LOCATION MAP
MAPSCO MAP GRID: 479D5
NOT-TO-SCALE



INDEX MAP
SCALE: 1"= 500'

SEE SHEET 2 OF 2 FOR CURVE AND LINE TABLES

FINISHED FLOOR NOTE:
FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 6" ABOVE FINISHED ADJACENT GRADE.

DRAINAGE EASEMENT NOTE:
NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT TO INGRESS AND EGRESS OVER THE GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

SAWS DEDICATION NOTE:
THE DEVELOPER DEDICATES THE SANITARY SEWER AND/OR WATER MAINS TO THE SAN ANTONIO WATER SYSTEM UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM. THE SAN ANTONIO WATER SYSTEM WILL OWN AND MAINTAIN SAID SANITARY SEWER AND/OR WATER MAINS WHICH ARE LOCATED WITHIN THIS PARTICULAR PLAT.

BEXAR COUNTY MAINTENANCE NOTE:
THE MAINTENANCE OF ALL PRIVATE STREETS, OPEN SPACE, GREENBELTS, PARKS, DRAINAGE EASEMENTS AND EASEMENTS OF ANY NATURE WITHIN STONEWALL ESTATES UNIT 4A SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE STONEWALL ESTATES HOMEOWNERS' ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF THE CITY OF SAN ANTONIO OR BEXAR COUNTY.

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

SETBACK NOTE:
SETBACKS IMPOSED ON THE PLAT ARE AT THE DISCRETION OF THE DEVELOPER OR BEXAR COUNTY AND ARE NOT SUBJECT TO ENFORCEMENT BY THE CITY OF SAN ANTONIO.

OPEN SPACE DESIGNATION NOTE:
ALL OPEN SPACES SHALL BE DESIGNATED AS DRAINAGE EASEMENTS. ALL OPEN SPACES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

SURVEYOR'S NOTES:
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 (CORS 1996) 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 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

EDU NOTE:
THE NUMBER OF EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

C.P.S. NOTES:
1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, MANDRING, INSPECTING, PATROLLING, AND READING POLES, HANGING OF SUPPLY WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHTS-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH INTERFERE OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREON. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, REVISE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.
4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

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.

STATE OF TEXAS
DENNIS R. RION
67109
LICENSED
PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

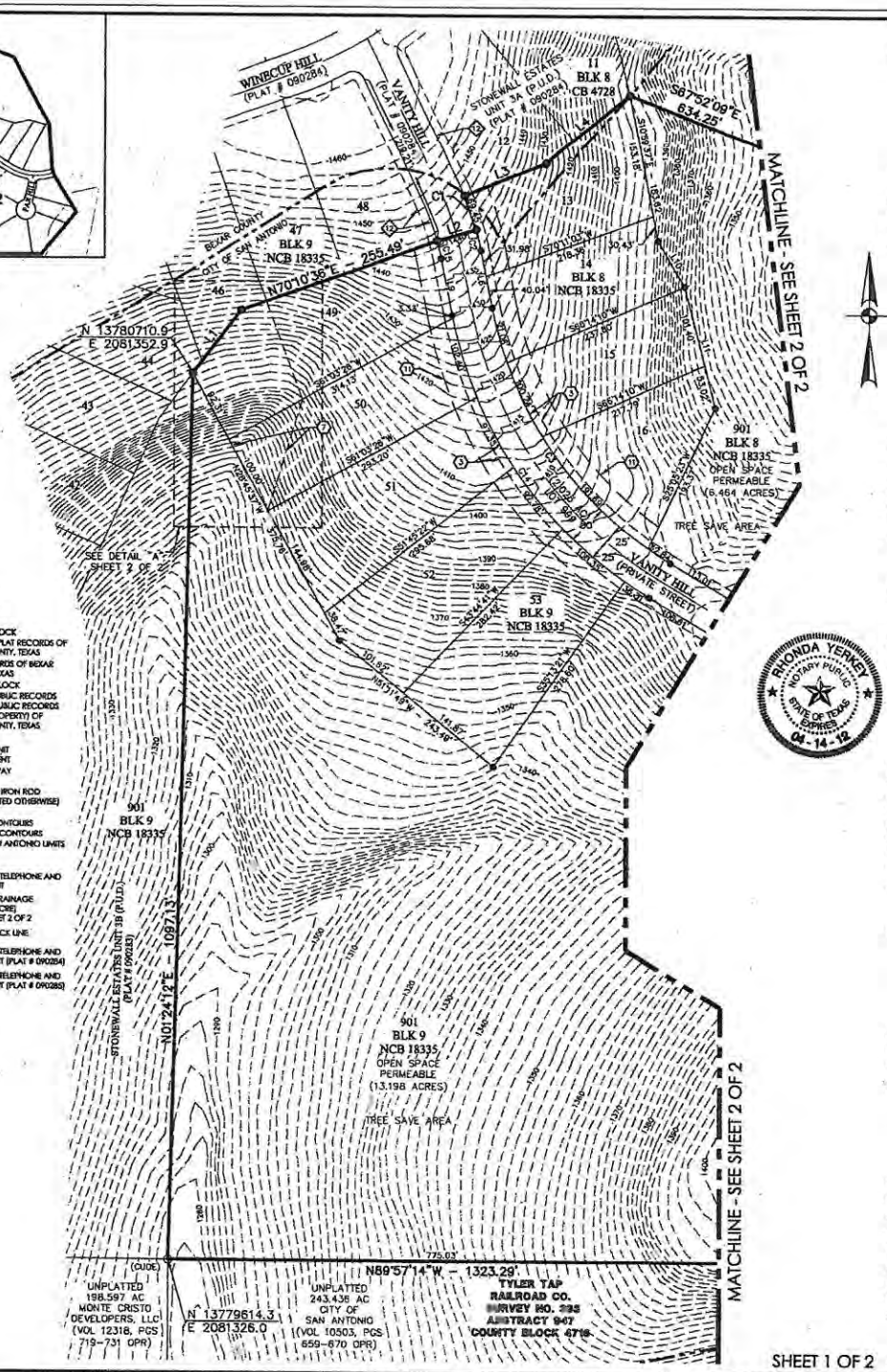
I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: PAPE-DAWSON ENGINEERS, INC.

STATE OF TEXAS
JOHN NOEL NICHOLLS
4402
REGISTERED
PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR

LEGEND

AC	ACRE(S)
CB	COUNTY BLOCK
DPR	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
DR	DEED RECORDS OF BEXAR COUNTY, TEXAS
NCB	NEW CITY BLOCK
OPR	OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS
PG	PAGE(S)
(PUD)	PLANNED UNIT DEVELOPMENT
ROW	RIGHT-OF-WAY
VOL	VOLUME
○	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
—1140—	EXISTING CONTOURS
—1140—	PROPOSED CONTOURS
— — —	CITY OF SAN ANTONIO LIMITS
(3)	10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
(7)	VARIABLE WIDTH DRAINAGE EASEMENT (0.420 ACRE) SEE DETAIL "A", SHEET 2 OF 2
(11)	30' BUILDING SETBACK LINE
(12)	10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (PLAT # 090284)
(13)	10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (PLAT # 090285)



SHEET 1 OF 2

RHONDA YERKEY
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
04-14-12

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, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: JAY HANNA
HM STONEWALL ESTATES, LTD.
1011 N. LAMAR
AUSTIN, TEXAS 78703

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JAY HANNA 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 10th DAY OF December, A.D. 2010

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS ON _____ AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THIS PLAT WAS APPROVED BY THE SAID COMMISSIONERS COURT.

DATED THIS _____ DAY OF _____, A.D. 20_____.

COUNTY JUDGE, BEXAR COUNTY, TEXAS | COUNTY CLERK, BEXAR COUNTY, TEXAS

THIS PLAT OF STONEWALL ESTATES, UNIT 4A (P.U.D.) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS _____ DAY OF _____, A.D. 20_____.

BY: _____ CHAIRMAN

BY: _____ SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20____ AT _____M. AND DULY RECORDED THE _____ DAY OF _____, A.D. 20____ AT _____M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/ VOLUME _____ ON PAGE _____ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A.D. 20_____.

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____, DEPUTY

PLAT NUMBER 090286

SUBDIVISION PLAT OF STONEWALL ESTATES, UNIT 4A (P.U.D.)

A 39.842 ACRE TRACT OF LAND OUT OF A 190.7 ACRE TRACT OF LAND CONVEYED TO HM STONEWALL ESTATES, LTD., DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 13519, PAGES 1698-1706 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE S.A. & M.G. RAILROAD CO. SURVEY NUMBER 326, ABSTRACT 717, COUNTY BLOCK 4728, THE TYLER TAP RAILROAD CO. SURVEY NUMBER 333, ABSTRACT 947, COUNTY BLOCK 4716, ALL IN NEW CITY BLOCK 18335, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

SCALE: 1"= 100'

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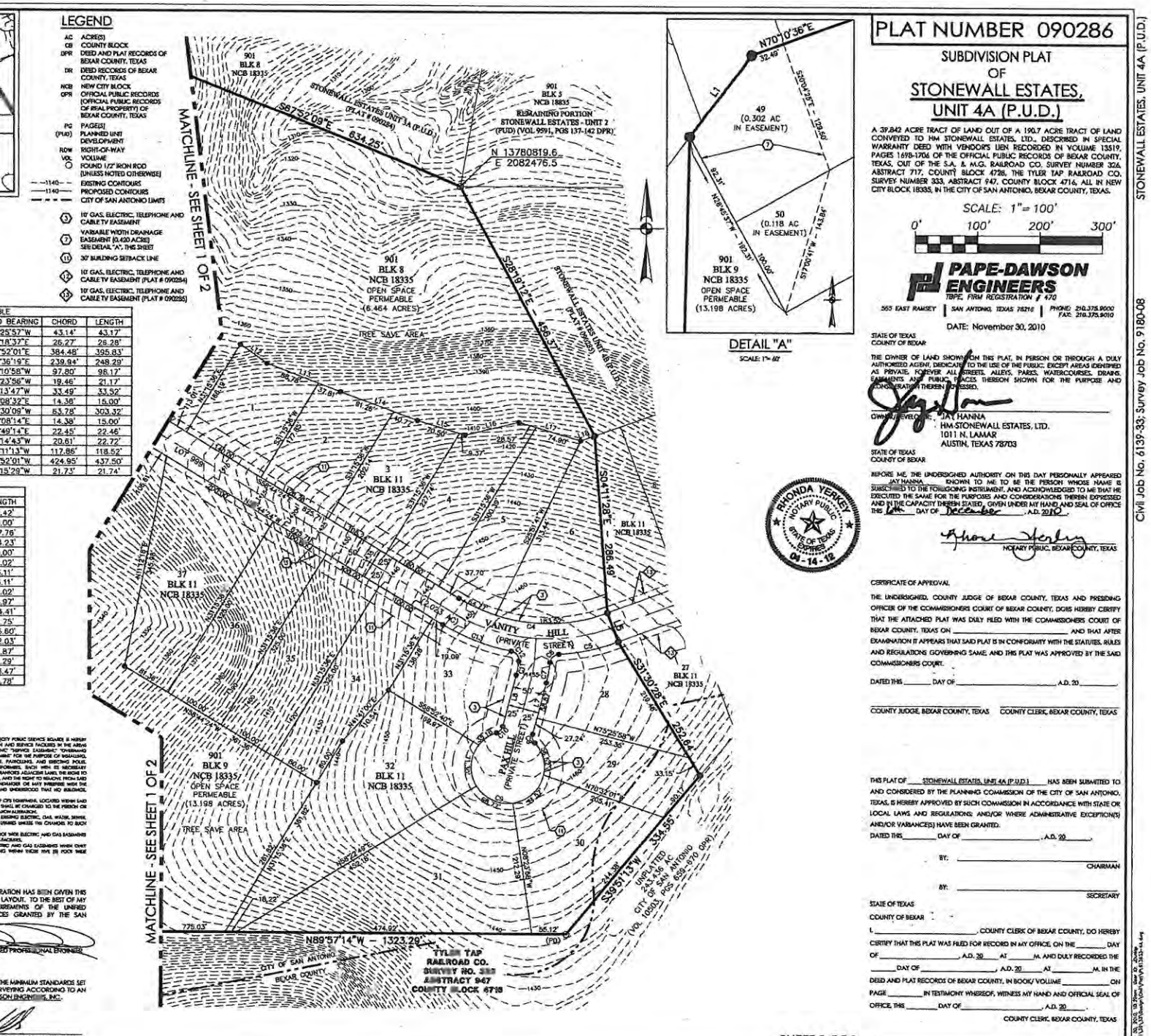

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	325.00'	07°36'41"	N19°25'57"W	43.14'	43.17'
C2	325.00'	04°37'59"	S13°18'37"E	26.27'	26.28'
C3	475.00'	47°44'47"	S34°52'01"E	384.48'	395.83'
C4	275.00'	51°43'50"	S84°36'19"E	239.94'	248.29'
C5	325.00'	17°18'24"	S78°10'58"W	97.80'	98.17'
C6	15.00'	80°52'27"	S46°23'56"W	19.46'	21.17'
C7	225.00'	08°32'08"	S10°13'47"W	33.49'	33.52'
C8	15.00'	57°16'46"	S14°08'32"E	14.38'	15.00'
C9	59.00'	294°33'33"	N75°30'09"W	53.78'	303.32'
C10	15.00'	57°16'48"	N43°08'14"E	14.38'	15.00'
C11	175.00'	07°21'14"	N10°49'14"E	22.45'	22.46'
C12	15.00'	86°46'39"	N36°14'43"W	20.61'	22.72'
C13	325.00'	20°53'38"	N69°11'13"W	117.86'	118.52'
C14	525.00'	47°44'47"	N34°52'01"W	424.95'	437.50'
C15	275.00'	04°31'44"	N13°15'29"W	21.73'	21.74'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N36°49'59"E	99.42'
L2	N73°48'03"E	50.00'
L3	N67°55'49"E	107.76'
L4	N50°00'53"E	134.23'
L5	S20°28'14"E	50.00'
L6	S10°59'37"E	72.02'
L7	S14°29'51"W	86.11'
L8	N14°29'51"E	86.11'
L9	N10°59'37"W	72.02'
L10	S30°16'04"E	64.97'
L11	S14°14'23"E	154.41'
L12	S54°25'50"E	52.75'
L13	S88°52'25"E	126.80'
L14	S69°53'10"E	132.03'
L15	S73°17'48"E	79.87'
L16	N76°25'38"E	89.29'
L17	S73°37'50"E	103.47'
L18	N70°32'06"E	23.78'

C.P.S. NOTES:

1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THE PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "TEMPORARY EASEMENT," "GUY EASEMENT," "GAS EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND EXECUTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS, THE RIGHT TO RELOCATE AND FACILITIES WITHIN SAID EASEMENT AND RIGHTS-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH ENDANGER OR MAY THREATEN WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREIN. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
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3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR GRANTS UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.
4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. BOOK OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN OVER UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

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.

DENNIS R. RION 67109 LICENSED PROFESSIONAL ENGINEER

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.

JOHN NOEL NICHOLLS 4402 REGISTERED PROFESSIONAL LAND SURVEYOR

PAPE-DAWSON ENGINEERS
TBPE, FIRM REGISTRATION # 470
555 EAST RAMSEY | SAN ANTONIO, TEXAS 78216 | PHONE: 210.375.9000 FAX: 210.375.9010

DATE: November 30, 2010

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, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINAGE EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: JAY HANNA
HM-STONEWALL ESTATES, LTD.
1011 N. LAMAR
AUSTIN, TEXAS 78703

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAY HANNA 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 6th DAY OF December, A.D. 2010.

RHONDA YERKEY NOTARY PUBLIC STATE OF TEXAS EXPIRES 04-14-12

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS ON _____ AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THIS PLAT WAS APPROVED BY THE SAID COMMISSIONERS COURT.

DATED THIS _____ DAY OF _____, A.D. 20_____

COUNTY JUDGE, BEXAR COUNTY, TEXAS COUNTY CLERK, BEXAR COUNTY, TEXAS

THIS PLAT OF STONEWALL ESTATES, UNIT 4A (P.U.D.) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS _____ DAY OF _____, A.D. 20_____

BY: _____ CHAIRMAN

BY: _____ SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20_____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____, A.D. 20_____ AT _____ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/ VOLUME _____ ON PAGE _____ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A.D. 20_____.

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____ DEPUTY

STONEWALL ESTATES, UNIT 4A (P.U.D.)

Civil Job No. 6139-33; Survey Job No. 9180-08

PAPE-DAWSON ENGINEERS

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

DEVELOPMENT SERVICES RECEIVED 2011 MAY -9 PM 4:02

DEVELOPMENT SERVICES RECEIVED 2011 DEC 28 PM 4:10

DEVELOPMENT SERVICES RECEIVED 2011 MAY 20 PM 3:02

December 28, 2010

Administrative Exception Request
Ms. Luz Gonzales
Planner, Land Entitlements
Development Services Department
City of San Antonio
1901 S. Alamo
San Antonio, TX 78204

Re: Stonewall Estates Unit 4A, P.U.D.
Plat #2009000286
Administrative Exception Request
Pertaining to UDC Section 35-506(E)(7), "Secondary Access"

Dear Ms. Gonzales:

Please consider this letter a formal request for an Administrative Exception to UDC 35-506 (E)(7) "Secondary Access". Although not in full compliance with the Unified Development Code (UDC), we believe this specific request adheres to its spirit and intent, is reasonable, and is in the public interest.

The proposed site is located southwest of the intersection of IH-10 and Stonewall Hill and north of Friedrich Park. Stonewall Estates Units 4A and 4B are part of the Stonewall Estates Master Development Plan #821 approved on May 31, 2005 and the Stonewall Estates Planned Unit Development Plan #05-037A approved on December 10, 2009. The Stonewall Estates PUD Plan includes Units 3A, 3B, 4A, and 4B consisting of 106 single-family residential lots (1.3 lots/AC). The administrative exception requirement was anticipated during PUD plan review as noted on the approved PUD plan (copy attached).

Bexar County Public Works Department has reviewed the proposed plat and construction plans and indicated an Administrative Exception to Section 35-506(E)(7) "Secondary Access" of the City of San Antonio UDC will be required for Stonewall Estates Units 4A. Design constraints affecting Stonewall Estates Units 3A, 3B, 4A, and 4B include habitat for an endangered bird species, existing Friedrich Park, steep slopes in excess of 20%, and existing adjacent residential developments. Careful consideration was given to avoiding environmentally sensitive areas resulting in the proposed plan which is supported by a Biological Opinion prepared by US Fish and Wildlife.

DEVELOPMENT SERVICES RECEIVED
2011 MAY -9 PM 4:02
DEVELOPMENT SERVICES RECEIVED
2011 DEC 28 PM 4:10
DEVELOPMENT SERVICES RECEIVED
2011 MAY 20 PM 3:02

The existing intersection within Stonewall Estates Unit 2 at Stonewall Hill and Hermosa Hill allows access to IH-10 and to Cielo Vista for the development (see map attached). The proposed plan results in a total of 152 lots with a single access at the intersection of Stonewall Hill and Hermosa Hill. Existing adjacent land uses and environmentally sensitive areas prevent a secondary connection for Units 4A and 4B consisting of 46 single-family residential lots.

1.) ***If the applicant complies strictly with the provisions of these regulations, he/she can make no reasonable use of his or her property.***
Given existing design constraints, a secondary connection is not appropriate for this development. If the applicant complies strictly with the provisions of these regulations, the applicant can make no reasonable use of his or her property.

2.) ***The hardship relates to the applicant's land, rather than personal circumstance.***
The aforementioned code requirement would be restrictive for this site due to physical and environmental constraints.

3.) ***The hardship is unique, or nearly so, rather than one shared by many surrounding property owners.***
The hardship is unique to this site and was not a factor during development of adjacent Stonewall Ranch Subdivision or existing Stonewall Estates Units 1 and 2 located to the immediate northeast.

4.) ***The hardship is not the result of the applicant's own actions.***
The hardship is not the result of the applicants own actions as the aforementioned code requirement cannot be met due to physical and environmental constraints specific to the land.

5.) ***The granting of the variance will not be injurious to other property and will not prevent the orderly subdivision of other property in accordance with these regulations.***
The proposed administrative exception variance request will not be injurious to other property and will not prevent the orderly subdivision of other property in accordance with these regulations. As indicated on the attached exhibits, all surrounding uses require no connections to this development.

DEVELOPMENT SERVICES RECEIVED
2011 MAY -9 PM 4: 02
DEVELOPMENT SERVICES RECEIVED
2011 DEC 28 PM 4: 10
DEVELOPMENT SERVICES RECEIVED
2011 MAY 20 PM 3: 02

In our professional opinion, this proposed Administrative Exception Request remains in harmony with the spirit and intent of the UDC, as it will not adversely affect the health, safety, or welfare of the public.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration # 470

Shauna L. Weaver

Shauna L. Weaver, P.E., LEED® AP
Vice President, Land Development

STATE OF TEXAS
SHAUNA L. WEAVER
89512
LICENSED
PROFESSIONAL ENGINEER

12.28.10

Attachment

P:\61\39\33\WORD\LETTERS\101203A1.DOC

For Office Use Only: AEVR#:_____ Date Received:_____

DSD – Director Official Action:

___ APPROVED ___ APPROVED W/ COMMENTS ___ DENIED

Signature: _____ Date: _____
Printed Name: _____ Title: _____
Comments: _____
_____
_____

CITY OF SAN ANTONIO

DEVELOPMENT SERVICES DEPARTMENT

ADMINISTRATIVE EXCEPTION VARIANCE REQUEST ANALYSIS

Project:	Stonewall Estates Unit 4A, PUD
Address:	
A/P #/PPR #/Plat#:	Plat# 090286
AEVR #:	
AEVR Submittal Date:	12/28/2010
AEVR Submitted by:	Shauna L. Weaver, P.E., Owner's Representative
Issue:	Secondary Access
Code Sections:	2006 Unified Development Code (UDC), Section 35-515 (E)(7)
By:	Juan M. Ramirez, P.E.

The Development Services Department (DSD) Administrative Exception Variance Request Committee (AEVRC) has reviewed the information presented in Ms. Weaver letter dated December 28, 2010. The project is located in the vicinity Stonewall Parkway and Cielo Vista. The proposed development is part of the Stonewall Estates Master Development Plan which was approved on May 31, 2005. Also refer to the applicant's letter for more information.

The Unified Development Code (UDC) – Article V, Section 35-515 (E) (7), Secondary Access- "At least one (1) access point into a single-family residential subdivision shall be provided for every two thousand six hundred forty (2,640) feet (one-half mile) of frontage. Where a single-family residential or multi-family subdivision exceeds one hundred twenty-five (125) dwelling units, a secondary access will be required. The secondary access shall meet the same requirements as the primary access (an entry for emergency purposes only shall not be allowed in place of a secondary access). The cumulative number of recorded lots for this development exceeds the amount allowed by the section referenced above by 27. Any additional residential lots above the 106 lots reflected it on the approved PUD Plan 05-037 shall not be permitted. The applicant is requesting an exception to the UDC. The DSD staff agrees with the applicant's analysis for the following reasons:

1. Existing adjacent land uses such as Friedrich Park and Cielo Ridge Subdivision prevent a secondary connection.

2. Design constrains such as steep slopes in excess of 20% will affect the habitat for an endangered bird species.

The DSD Staff believes the proposed exception request **does** meet the intent of the UDC and is therefore supported.

RECOMMEND APPROVAL OF EXCEPTION: Agree/Disagree:

Juan M. Ramirez, P.E... 3-7-11 Date
Engineer
DSD – Land Development Engineering

Thomas L. Carrasco, P.E. 3/7/11 Date
Development Services Engineer
DSD – Land Development Engineering

I have reviewed the AEVR Analysis and concur with the recommendation.

Barbara Nelson, AICP
Assistant Director
Development Services Department

PLANNING COMMISSION
SUBDIVISION

AGENDA ITEM NO: 10 **June 8, 2011**

STONEWALL ESTATES UNIT 4B PUD — MAJOR PLAT — 090285
SUBDIVISION NAME — **PLAT #**

COUNCIL DISTRICT: 8 & Outside San Antonio City Limits
FERGUSON MAP GRID: 479 E-5
OWNER: HM Stonewall Estates, LTD., by Jay Hanna
ENGINEER: Pape Dawson Engineers, Inc., by Dennis R. Rion, P.E.
CASE MANAGER: Donna Camacho, Planner (207-5016)

Date filed with Planning Commission: May 24, 2011

Location: Extending Vanity Hill south from Stonewall Estates Unit 3A

Services Available: SAWS Water and On Site Sewer Facility

Zoning: Outside San Antonio City Limits

R-6	Residential Single-Family District
PUD	Planned Unit Development
MLOD-1	Military Lighting Overlay Zoning District

Plat is associated with:
MDP 821A, Stonewall Estates, accepted on December 9, 2009
PUD 05-037A, Stonewall Estates, approved on December 10, 2009

Proposed Use: Residential

APPLICANT'S PROPOSAL:

To plat **23.398** acres consisting of **21** single family lots, **2** non-single family lots and **1,319** linear feet of private streets.

DISCUSSION:

The Development Services Department has cited: Section 35-506(e)(7) of the UDC, regarding secondary access. The applicant has submitted a request for an Administrative Exception to the requirement.

The Development Services Director has granted an administrative exception to Section 35-506(e)(7) of the UDC regarding secondary access as indicated in the attached report.

It is noted that because plat 090283 & 090286, Stonewall Estates Units 3A & 4A, PUD, provide access to this development, they must be approved and recorded prior to this unit. A note has been placed on the tracking system to hold this plat until such recording occurs.

Further, this plat lies within the Camp Bullis 5 Mile Awareness Zone and the City's Office of Military Affairs has been notified. The Camp Bullis Military Installation has reviewed the project and the Garrison Commander was concerned that a survey had not been completed within the last three years. The engineer has acknowledged receiving the commander's concern and indicated that the owner would be notified.

The applicant will need to comply with the dark sky lighting measures of Bexar County as of Court Order on July 22, 2008 and the Military Lighting Overlay Zoning District (MLOD-1) of April 2, 2009 (Ordinance 2009-04-02-0258).

STAFF RECOMMENDATION:

Approval

LOCATION MAP

MAPSCO MAP GRID: 479D5
NOT-TO-SCALE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S54°23'46"W	134.84'
L2	S09°25'44"E	131.12'
L3	S08°30'28"W	96.17'
L4	S72°03'41"W	101.39'
L5	S88°05'46"W	98.31'
L6	S67°57'34"W	113.03'
L7	S48°08'14"W	218.56'
L8	N88°05'46"W	159.22'
L9	S87°32'50"W	302.51'
L10	S87°32'49"W	67.78'
L11	N20°28'14"W	50.00'
L12	N85°19'29"E	126.13'
L13	S85°19'29"W	129.12'
L14	S67°46'48"W	130.57'
L15	S68°02'45"W	154.88'
L16	S81°30'46"E	33.25'
L17	S09°25'44"E	115.84'
L18	S09°25'44"E	15.28'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	34.77'	92.00'	21°39'16"	34.56'	N58°42'08"E
C2	107.55'	94.75'	65°01'59"	101.86'	N80°23'30"E
C3	44.29'	92.00'	27°35'00"	43.86'	S80°53'01"E
C4	163.79'	375.00'	25°01'29"	162.49'	N72°48'45"E
C5	273.24'	59.00'	265°20'57"	86.76'	S12°58'29"W
C6	22.34'	15.00'	85°20'57"	20.34'	N77°01'31"W
C7	185.62'	425.00'	25°01'29"	184.15'	S72°48'45"W
C8	45.54'	92.00'	28°21'43"	45.08'	S71°08'38"W
C9	77.67'	94.75'	46°57'55"	75.51'	S80°26'44"W
C10	55.23'	92.00'	34°23'56"	54.41'	S86°43'44"W

SURVEYOR'S NOTES:

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 (CORS 1996) 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 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

EDU NOTE:

THE NUMBER OF EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

C.P.S. NOTES:

1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, 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 ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.
4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

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 · DENNIS R. RION · 67109 · LICENSED · PROFESSIONAL ENGINEER

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 · REGISTERED · JOHN NOEL NICHOLLS · 4402 · PROFESSIONAL · LAND SURVEYOR

DRAINAGE EASEMENT NOTE:

NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT TO INGRESS AND EGRESS OVER THE GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

SAWS DEDICATION NOTE:

THE DEVELOPER DEDICATES THE SANITARY SEWER AND/OR WATER MAINS TO THE SAN ANTONIO WATER SYSTEM UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM. THE SAN ANTONIO WATER SYSTEM WILL OWN AND MAINTAIN SAID SANITARY SEWER AND/OR WATER MAINS WHICH ARE LOCATED WITHIN THIS PARTICULAR PLAT.

BEXAR COUNTY MAINTENANCE NOTE:

THE MAINTENANCE OF ALL PRIVATE STREETS, OPEN SPACE, GREENBELTS, PARKS, DRAINAGE EASEMENTS AND EASEMENTS OF ANY NATURE WITHIN STONEWALL ESTATES UNIT 4B SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE STONEWALL ESTATES HOMEOWNERS' ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF THE CITY OF SAN ANTONIO OR BEXAR COUNTY.

IMPACT FEE PAYMENT DUE:

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

SETBACK NOTE:

SETBACKS IMPOSED ON THE PLAT ARE AT THE DISCRETION OF THE DEVELOPER OR BEXAR COUNTY AND ARE NOT SUBJECT TO ENFORCEMENT BY THE CITY OF SAN ANTONIO.

OPEN SPACE DESIGNATION NOTE:

ALL OPEN SPACES SHALL BE DESIGNATED AS DRAINAGE EASEMENTS. ALL OPEN SPACES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

FINISHED FLOOR NOTE:

FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8" ABOVE FINISHED ADJACENT GRADE.

LEGEND

- (PUD) PLANNED UNIT DEVELOPMENT
- OPR OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- ROW RIGHT-OF-WAY
- NCB NEW CITY BLOCK
- BLK BLOCK
- VOL VOLUME
- PG PAGE(S)
- ○ FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
- ● PROPERTY LINE ANGLE POINT OR POINT OF CURVATURE
- —1140— EXISTING CONTOURS
- —1140— PROPOSED CONTOURS
- — - - — CITY OF SAN ANTONIO LIMITS

- (3) 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
- (11) 20' BUILDING SETBACK LINE
- (12) 30' BUILDING SETBACK LINE
- (13) 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT (PLAT # 090286)
- (14) 30' BUILDING SETBACK LINE (PLAT # 090286)

PLAT NUMBER 090285

SUBDIVISION PLAT OF STONEWALL ESTATES UNIT 4B (PUD)

A 23.398 ACRE TRACT OF LAND OUT OF A 190.7 ACRE TRACT OF LAND CONVEYED TO HM STONEWALL ESTATES, LTD., DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 13519, PAGES 1698-1706 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE S.A. & M.G. RAILROAD CO. SURVEY NUMBER 326, ABSTRACT 717, COUNTY BLOCK 4728, THE TYLER TAP RAILROAD CO. SURVEY NUMBER 333, ABSTRACT 947, COUNTY BLOCK 4716, ALL IN NEW CITY BLOCK 18335, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

SCALE: 1"= 100'

0' 100' 200' 300'

PAPE-DAWSON ENGINEERS
TBPE, FIRM REGISTRATION # 470
555 EAST RAMSEY | SAN ANTONIO, TEXAS 78216 | PHONE: 210.375.9000 FAX: 210.375.9010

DATE: November 30, 2010

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, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: JAY HANNA
HM STONEWALL ESTATES, LTD.
1011 N. LAMAR
AUSTIN, TEXAS 78703
(512) 477-2400

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JAY HANNA 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 6th DAY OF December, A.D. 2010.

RHONDA YERKEY · NOTARY PUBLIC · STATE OF TEXAS · EXPIRES 04-14-12

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS ON ______ AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THIS PLAT WAS APPROVED BY THE SAID COMMISSIONERS COURT.

DATED THIS ______ DAY OF ______ A.D. 20 ______.

COUNTY JUDGE, BEXAR COUNTY, TEXAS   COUNTY CLERK, BEXAR COUNTY, TEXAS

THIS PLAT OF STONEWALL ESTATES UNIT 4B (PUD) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS ______ DAY OF ______, A.D. 20 ______.

BY: ______ CHAIRMAN

BY: ______ SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I, ______, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE ______ DAY OF ______, A.D. 20 ___ AT ______ M. AND DULY RECORDED THE ______ DAY OF ______, A.D. 20 ___ AT ______ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/ VOLUME ______ ON PAGE ______ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS ______ DAY OF ______, A.D. 20 ___.

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: ______, DEPUTY

STONEWALL ESTATES, UNIT 4B (PUD)

Civil Job No. 6139-34; Survey Job No. 9180-08

PLAT NUMBER 090285

SUBDIVISION PLAT OF STONEWALL ESTATES UNIT 4B (PUD)

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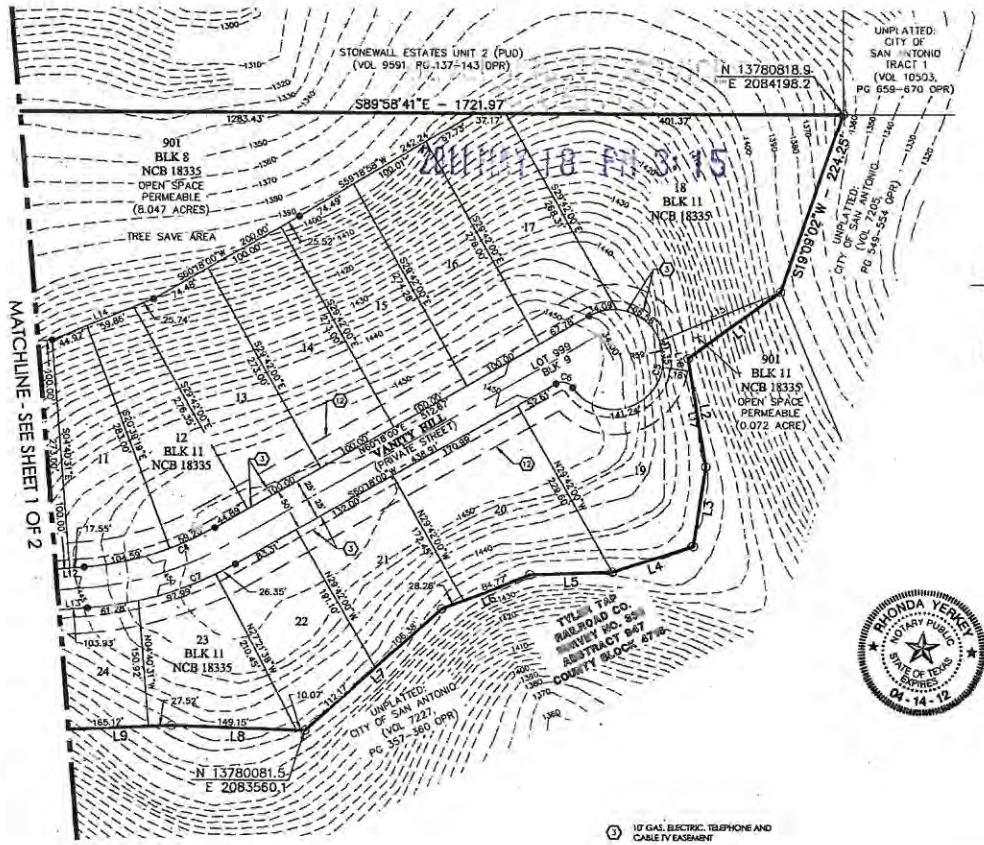
LOCATION MAP
MAPSCO MAP GRID: 479D5
NOT-TO-SCALE



LEGEND

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—1140—	EXISTING CONTOURS
—1140—	PROPOSED CONTOURS
— - - —	CITY OF SAN ANTONIO LIMITS

SEE SHEET 1 OF 2 FOR CURVE AND LINE TABLE

(3) 10' GAS, ELECTRIC, TELEPHONE AND CABLE TV EASEMENT
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LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
DENNIS R. RION
67109
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REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
REGISTERED
JOHN NOEL NICHOLLS
4402
PROFESSIONAL LAND SURVEYOR

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THE DEVELOPER DEDICATES THE SANITARY SEWER AND/OR WATER MAINS TO THE SAN ANTONIO WATER SYSTEM UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM. THE SAN ANTONIO WATER SYSTEM WILL OWN AND MAINTAIN SAID SANITARY SEWER AND/OR WATER MAINS WHICH ARE LOCATED WITHIN THIS PARTICULAR PLAT.

BEXAR COUNTY MAINTENANCE NOTE:

THE MAINTENANCE OF ALL PRIVATE STREETS, OPEN SPACE, GREENBELTS, PARKS, DRAINAGE EASEMENTS AND EASEMENTS OF ANY NATURE WITHIN STONEWALL ESTATES UNIT 4B SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE STONEWALL ESTATES HOMEOWNERS' ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF THE CITY OF SAN ANTONIO OR BEXAR COUNTY.

IMPACT FEE PAYMENT DUE:

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

SETBACK NOTE:

SETBACKS IMPOSED ON THE PLAT ARE AT THE DISCRETION OF THE DEVELOPER OR BEXAR COUNTY AND ARE NOT SUBJECT TO ENFORCEMENT BY THE CITY OF SAN ANTONIO.

OPEN SPACE DESIGNATION NOTE:

ALL OPEN SPACES SHALL BE DESIGNATED AS DRAINAGE EASEMENTS. ALL OPEN SPACES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

FINISHED FLOOR NOTE:

FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8" ABOVE FINISHED ADJACENT GRADE.

STATE OF TEXAS
COUNTY OF BEXAR

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

OWNER/DEVELOPER: JAY HANNA
HM STONEWALL ESTATES, LTD.
1011 N. LAMAR
AUSTIN, TEXAS 78703
(512) 477-2400

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JAY HANNA 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 6th DAY OF December A.D. 2010

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

RHONDA YERKEY
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
04-14-12

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS ON _____ AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THIS PLAT WAS APPROVED BY THE SAID COMMISSIONERS COURT.

DATED THIS _____ DAY OF _____ A.D. 20 _____.

COUNTY JUDGE, BEXAR COUNTY, TEXAS — COUNTY CLERK, BEXAR COUNTY, TEXAS

THIS PLAT OF STONEWALL ESTATES UNIT 4B (PUD) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS _____ DAY OF _____, A.D. 20 _____.

BY: _____ CHAIRMAN

BY: _____ SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20 _____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____, A.D. 20 _____ AT _____ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/ VOLUME _____ ON PAGE _____ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A.D. 20 _____.

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____, DEPUTY

SHEET 2 OF 2

STONEWALL ESTATES, UNIT 4B (PUD)

Civil Job No. 6139-34; Survey Job No. 9180-08

PAPE-DAWSON ENGINEERS

DEVELOPMENT SERVICES RECEIVED
2011 MAY 18 PM 3:15

DEVELOPMENT SERVICES RECEIVED
2011 DEC 28 PM 4:10

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

December 28, 2010

Administrative Exception Request
Ms. Donna Camacho
Planner, Land Entitlements
Development Services Department
City of San Antonio
1901 S. Alamo
San Antonio, TX 78204

Re: Stonewall Estates Unit 4B, P.U.D.
Plat #2009000285
Administrative Exception Request
Pertaining to UDC Section 35-506(E)(7), "Secondary Access"

Dear Ms. Camacho:

Please consider this letter a formal request for an Administrative Exception to UDC 35-506 (E)(7) "Secondary Access". Although not in full compliance with the Unified Development Code (UDC), we believe this specific request adheres to its spirit and intent, is reasonable, and is in the public interest.

The proposed site is located southwest of the intersection of IH-10 and Stonewall Hill and north of Friedrich Park. Stonewall Estates Units 4A and 4B are part of the Stonewall Estates Master Development Plan #821 approved on May 31, 2005 and the Stonewall Estates Planned Unit Development Plan #05-037A approved on December 10, 2009. The Stonewall Estates PUD Plan includes Units 3A, 3B, 4A, and 4B consisting of 106 single-family residential lots (1.3 lots/AC). The administrative exception requirement was anticipated during PUD plan review as noted on the approved PUD plan (copy attached).

Bexar County Public Works Department has reviewed the proposed plat and construction plans and indicated an Administrative Exception to Section 35-506(E)(7) "Secondary Access" of the City of San Antonio UDC will be required for Stonewall Estates Units 4B. Design constraints affecting Stonewall Estates Units 3A, 3B, 4A, and 4B include habitat for an endangered bird species, existing Friedrich Park, steep slopes in excess of 20%, and existing adjacent residential developments. Careful consideration was given to avoiding environmentally sensitive areas resulting in the proposed plan which is supported by a Biological Opinion prepared by US Fish and Wildlife.

DEVELOPMENT SERVICES
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2011 MAY 18 PM 3: 15

DEVELOPMENT SERVICES
RECEIVED
2011 DEC 28 PM 4: 10

The existing intersection within Stonewall Estates Unit 2 at Stonewall Hill and Hermosa Hill allows access to IH-10 and to Cielo Vista for the development (see map attached). The proposed plan results in a total of 152 lots with a single access at the intersection of Stonewall Hill and Hermosa Hill. Existing adjacent land uses and environmentally sensitive areas prevent a secondary connection for Units 4A and 4B consisting of 46 single-family residential lots.

1.) ***If the applicant complies strictly with the provisions of these regulations, he/she can make no reasonable use of his or her property.***
Given existing design constraints, a secondary connection is not appropriate for this development. If the applicant complies strictly with the provisions of these regulations, the applicant can make no reasonable use of his or her property.

2.) ***The hardship relates to the applicant's land, rather than personal circumstance.***
The aforementioned code requirement would be restrictive for this site due to physical and environmental constraints.

3.) ***The hardship is unique, or nearly so, rather than one shared by many surrounding property owners.***
The hardship is unique to this site and was not a factor during development of adjacent Stonewall Ranch Subdivision or existing Stonewall Estates Units 1 and 2 located to the immediate northeast.

4.) ***The hardship is not the result of the applicant's own actions.***
The hardship is not the result of the applicants own actions as the aforementioned code requirement cannot be met due to physical and environmental constraints specific to the land.

5.) ***The granting of the variance will not be injurious to other property and will not prevent the orderly subdivision of other property in accordance with these regulations.***
The proposed administrative exception variance request will not be injurious to other property and will not prevent the orderly subdivision of other property in accordance with these regulations. As indicated on the attached exhibits, all surrounding uses require no connections to this development.

DEVELOPMENT SERVICES
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2011 MAY 18 PM 3: 15

DEVELOPMENT SERVICES
RECEIVED
2011 DEC 28 PM 4: 10

In our professional opinion, this proposed Administrative Exception Request remains in harmony with the spirit and intent of the UDC, as it will not adversely affect the health, safety, or welfare of the public.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration # 470

Shauna L. Weaver

Shauna L. Weaver, P.E., LEED® AP
Vice President, Land Development

STATE OF TEXAS
SHAUNA L. WEAVER
89512
LICENSED
PROFESSIONAL ENGINEER

12.28.10

Attachment

P:\61\39\33\WORD\LETTERS\101223A1.DOC

For Office Use Only: AEVR#:_____ Date Received:_____

DSD – Director Official Action:

___ APPROVED ___ APPROVED W/ COMMENTS ___ DENIED

Signature: _____ Date: _____
Printed Name: _____ Title: _____
Comments: _____
_____
_____

CITY OF SAN ANTONIO

DEVELOPMENT SERVICES DEPARTMENT

DEVELOPMENT SERVICES RECEIVED
2011 MAY 18 PM 3: 15

ADMINISTRATIVE EXCEPTION VARIANCE REQUEST ANALYSIS

Project:	Stonewall Estates Unit 4B, PUD
Address:	
A/P #/PPR #/Plat#:	Plat# 090285
AEVR #:	
AEVR Submittal Date:	12/28/2010
AEVR Submitted by:	Shauna L. Weaver, P.E., Owner's Representative
Issue:	Secondary Access
Code Sections:	2006 Unified Development Code (UDC), Section 35-515 (E)(7)
By:	Juan M. Ramirez, P.E.

The Development Services Department (DSD) Administrative Exception Variance Request Committee (AEVRC) has reviewed the information presented in Ms. Weaver letter dated December 28, 2010. The project is located in the vicinity Stonewall Parkway and Cielo Vista. The proposed development is part of the Stonewall Estates Master Development Plan which was approved on May 31, 2005. Also refer to the applicant's letter for more information.

The Unified Development Code (UDC) – Article V, Section 35-515 (E) (7), Secondary Access- "At least one (1) access point into a single-family residential subdivision shall be provided for every two thousand six hundred forty (2,640) feet (one-half mile) of frontage. Where a single-family residential or multi-family subdivision exceeds one hundred twenty-five (125) dwelling units, a secondary access will be required. The secondary access shall meet the same requirements as the primary access (an entry for emergency purposes only shall not be allowed in place of a secondary access). The cumulative number of recorded lots for this development exceeds the amount allowed by the section referenced above by 27. Any additional residential lots above the 106 lots reflected it on the approved PUD Plan 05-037 shall not be permitted. The applicant is requesting an exception to the UDC. The DSD staff agrees with the applicant's analysis for the following reasons:

1. Existing adjacent land uses such as Friedrich Park and Cielo Ridge Subdivision prevent a secondary connection.

2. Design constrains such as steep slopes in excess of 20% will affect the habitat for an endangered bird species.

The DSD Staff believes the proposed exception request **does** meet the intent of the UDC and is therefore supported.

DEVELOPMENT SERVICES
RECEIVED
2011 MAY 18 PM

RECOMMEND APPROVAL OF EXCEPTION: Agree/Disagree:

Juan M. Ramirez, P.E. — 3/7/11 Date
Engineer
DSD – Land Development Engineering

Thomas L. Carrasco, P.E. — 3/7/11 Date
Development Services Engineer
DSD – Land Development Engineering

I have reviewed the AEVR Analysis and concur with the recommendation.

Barbara Nelson, AICP
Assistant Director
Development Services Department

PLANNING COMMISSION
SUBDIVISION

AGENDA ITEM NO: 11 June 8, 2011

REPUBLIC OAKS, UNIT -1 — MAJOR PLAT — 110011
SUBDIVISION NAME — **PLAT #**

COUNCIL DISTRICT: 3
FERGUSON MAP GRID: 652 D-7
OWNER: Velma Development, LLC., by Gordon V. Hartman
ENGINEER: KFW Engineers, by George L. Weron, P.E.
CASE MANAGER: Larry Odis, Planner (207-0210)

Date filed with Planning Commission: May 23, 2011

Location: South of the intersection of Southeast Military Drive and W.W. White Road

Services Available: SAWS Water and Sewer

Zoning: RM-4 Residential Mixed District

Plat is associated with:
MDP 003-11, Republic Oaks, accepted on May 2, 2011

Proposed Use: Residential

Major Thoroughfare: Southeast Military Drive is a primary arterial, Type A, minimum R.O.W. 120 feet

---

APPLICANT'S PROPOSAL:

To plat **15.93** acres consisting of **69** single family lots, **2** non-single family lots, **3,979** linear feet of public streets and the associated Housing Site Plan (HSP).

DISCUSSION:

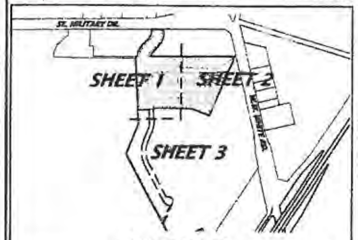
As per UDC Section 35-310.06, regarding Residential Mixed Districts, RM zoning requires an approved HSP for all lots that make up any development of ten or more lots. Furthermore, the HSP shall be recorded with the plat.

STAFF RECOMMENDATION:

Approval

LOCATION MAP

N.T.S.



SHEET INDEX

N.T.S.

LEGEND

F.I.R. = FOUND ½" IRON ROD
S.I.R. = SET ½" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING"
R.O.W. = RIGHT-OF-WAY
O.P.R. = OFFICIAL PUBLIC RECORDS
℄ = CENTER LINE

SURVEYOR NOTES:

1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM (NAD) OF 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00017.
4. REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN AS SCALED FROM FEMA FLOOD MAP 585 OF 785, COMMUNITY PANEL NO. 48029C0585 H, DATED SEPTEMBER 29, 2010.
5. THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88 (GEOID09).

FIRE FLOW NOTE:

IN AN EFFORT TO MEET THE CITY OF SAN ANTONIO'S FIRE FLOW REQUIREMENTS FOR THE PROPOSED RESIDENTIAL DEVELOPMENT, THE PUBLIC WATER MAIN SYSTEM HAS BEEN DESIGNED FOR A MINIMUM FIRE FLOW DEMAND OF 1,000 GPM AT 25 PSI RESIDUAL PRESSURE. THE FIRE FLOW REQUIREMENTS FOR INDIVIDUAL STRUCTURES WILL BE REVIEWED DURING THE BUILDING PERMIT PROCESS IN ACCORDANCE WITH THE PROCEDURES SET FORTH BY THE CITY OF SAN ANTONIO DIRECTOR OF DEVELOPMENT SERVICES AND THE SAN ANTONIO FIRE DEPARTMENT FIRE MARSHALL.

* STREETSCAPE NOTE:

1. A 20' LANDSCAPE BUFFER HAS BEEN PROVIDED TO FACILITATE THE PRESERVATION OF EXISTING TREES ALONG THE RIGHT-OF-WAY.
2. PURSUANT TO SEC. 35-512 (b) (3):
PRESERVATION OF EXISTING TREES TO MEET THIS REQUIREMENT IS NOT ONLY PERMISSIBLE, BUT IS RECOMMENDED. A FIFTEEN-FOOT EXISTING VEGETATION BUFFER ALONG THE RIGHT-OF-WAY LINE IS REQUIRED FOR THIS OPTION. WAIVERS FOR SPACING AND ALIGNMENT MAY BE GIVEN IN ORDER FOR EXISTING TREES TO MEET THE STREET TREE REQUIREMENT.

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 · GEORGE L. WERON · 98203 · LICENSED · PROFESSIONAL ENGINEER

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.

TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
KFW SURVEYING, LLC
7400 BLANCO, SUITE 201
SAN ANTONIO, TEXAS 78216
PHONE: 210-979-8444
FAX: 210-979-0499

STATE OF TEXAS · REGISTERED · TERESA A. SEIDEL · 5672 · PROFESSIONAL · LAND SURVEYOR

4/26/2011

NOTES:

1. NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS. ALL SAID DRAINAGE EASEMENTS WITHIN SAID LOTS SHALL BE PRIVATELY MAINTAINED BY PROPERTY OWNERS.
2. FINISHED FLOOR ELEVATIONS MUST BE MINIMUM OF (8) INCHES ABOVE FINAL ADJACENT GRADE. (35-504(E)(3) (p.5-40)
3. WATER, WASTEWATER, & IRRIGATION IMPACT FEES SHALL BE ASSESSED FOR THE PROPOSED LOTS AT THE TIME OF FINAL PLAT APPROVAL ACCORDING TO THE RATES SHOWN IN ORDINANCE NO 593. IMPACT FEES WILL BE COLLECTED PRIOR TO RELEASE OF THE BUILDING PERMIT.
4. LOT 901, BLOCK 3 AND LOT 901, BLOCK 4 ARE DEDICATED AS PERMEABLE PUBLIC DRAINAGE AND UTILITY EASEMENT.

C.P.S. NOTES:

1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, 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 ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:
4. CONCRETE DRIVEWAY APPROACHES AND STEPS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

WASTEWATER EDU NOTE:

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU'S) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY DEVELOPMENT SERVICES DEPARTMENT.

IMPACT FEE PAYMENT DUE:

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

TXDOT NOTES

1. FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT OF WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
2. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED TOTAL OF ONE (1) ACCESS POINT ALONG L.P. 13, BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 181.06'.

* THE MAINTENANCE OF PRIVATE DRAINAGE EASEMENTS, GREENBELTS AND OPEN PERMEABLE SPACES SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OF HOMEOWNERS ASSOCIATION AND THEIR SUCCESSORS OR ASSIGNEES AND NOT THE RESPONSIBILITY OF THE CITY OF SAN ANTONIO OR BEXAR COUNTY.

PLAT NUMBER 110011

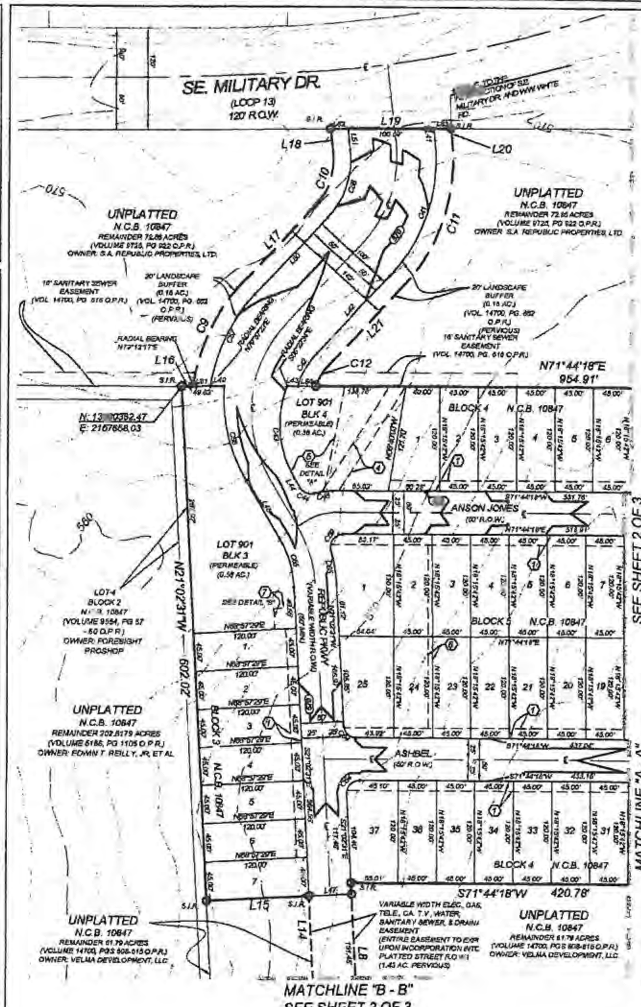
SUBDIVISION PLAT ESTABLISHING

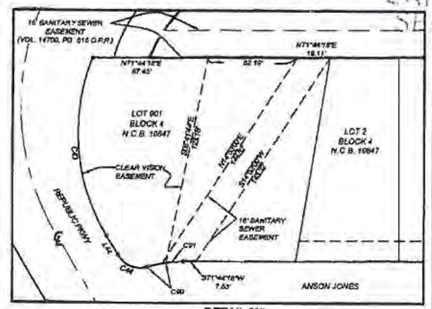
REPUBLIC OAKS, UNIT-1

BEING 15.93 ACRES OF LAND IN NEW CITY BLOCK 10847, SAN ANTONIO, BEXAR COUNTY, TEXAS OUT OF A 61.79 ACRE TRACT OF LAND DESCRIBED IN VOLUME 14700 PAGE 608, RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OUT OF THE ADAM STAFFORD SURVEY NO. 49, ABSTRACT NO. 687, COUNTY BLOCK 5153 BEXAR COUNTY, TEXAS.

RECEIVED
11 MAY -9 PM 4:02
LAND DEVELOPMENT SERVICES

* FOR LINE AND CURVE DATA SEE SHEET 3 OF 3

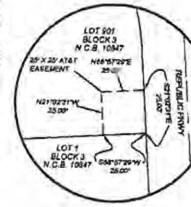




DETAIL "A"
SCALE: 1" = 50'

KEYNOTES

1. 12' ELEC., GAS, TELE., & CA. T.V. EASEMENT
2. 10' SANITARY SEWER EASEMENT
3. VARIABLE WIDTH ELEC., GAS, TELE., & CA. T.V. EASEMENT
4. 16' SANITARY SEWER EASEMENT REF: DETAIL "A" THIS SHEET
5. VARIABLE WIDTH CLEAR VISION EASEMENT REF: DETAIL "A" THIS SHEET
6. 5' ELEC., GAS, TELE., & CA. T.V. EASEMENT
7. 25' X 25' AT&T EASEMENT REF: DETAIL "B" THIS SHEET



DETAIL "B"
SCALE: 1" = 50'

KFW ENGINEERS & SURVEYING
FIRM 9513
7400 BLANCO SUITE 200
SAN ANTONIO, TEXAS 78216
PHONE (210) 979-8444
FAX (210) 979-8441

SCALE: 1" = 100'

0' 50' 100' 150' 200'

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, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER: GORDON HARTMAN

DULY AUTHORIZED AGENT

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 27th DAY OF April A.D. 2011.

NOTARY PUBLIC BEXAR COUNTY TEXAS

JAIME L. JOHNSON · NOTARY PUBLIC · STATE OF TEXAS · EXPIRES 03-06-2013

OWNER/DEVELOPER:
VELMA DEVELOPMENT, LLC.
1202 W BITTERS BLDG 1 SUITE 1200
SAN ANTONIO, TX 78216
PHONE: (210) 490-1798
FAX: (210) 493-2811

THIS PLAT OF REPUBLIC OAKS, UNIT-1 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS ______ DAY OF ______ A.D. 20___.

BY: ______
CHAIRMAN

BY: ______
SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I, ______, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE ___ DAY OF ______ A.D. 11 AT ___ M. AND DULY RECORDED THE ___ DAY OF ______ A.D. 11 AT ___ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY IN BOOK/VOLUME ______ ON PAGE ______.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS ___ DAY OF ______ A.D. 11

COUNTY CLERK, BEXAR COUNTY, TEXAS

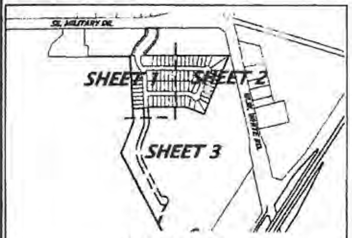
BY: ______, DEPUTY

DRAWN BY: JA

Date: Apr 26, 2011, 1:19am User ID: jadkins
File: P:\2050301\Design\Civil\PLAT\PL2050301.dwg

LOCATION MAP

N.T.S.



SHEET INDEX

N.T.S.

LEGEND

F.I.R. = FOUND ½" IRON ROD
S.R. = SET ½" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING"
R.O.W. = RIGHT-OF-WAY
O.P.R. = OFFICIAL PUBLIC RECORDS
℄ = CENTER LINE

KEYNOTES

(1) 12' ELEC., GAS, TELE., & CA. T.V. EASEMENT

(2) 10' SANITARY SEWER EASEMENT

(3) VARIABLE WIDTH ELEC., GAS, TELE., & CA. T.V. EASEMENT REF: DETAIL "C" THIS SHEET

SURVEYOR NOTES:

1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM (NAD) OF 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00017.
4. REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN AS SCALED FROM FEMA FLOOD MAP 565 OF 785, COMMUNITY PANEL NO. 48029C0565 H, DATED SEPTEMBER 29, 2010.
5. THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88 (GEOID09).

FIRE FLOW NOTE:

IN AN EFFORT TO MEET THE CITY OF SAN ANTONIO'S FIRE FLOW REQUIREMENTS FOR THE PROPOSED RESIDENTIAL DEVELOPMENT, THE PUBLIC WATER MAIN SYSTEM HAS BEEN DESIGNED FOR A MINIMUM FIRE FLOW DEMAND OF 1,[illegible] GPM AT 25 PSI RESIDUAL PRESSURE. THE FIRE FLOW REQUIREMENTS FOR INDIVIDUAL STRUCTURES WILL BE REVIEWED DURING THE BUILDING PERMIT PROCESS IN ACCORDANCE WITH THE PROCEDURES SET FORTH BY THE CITY OF SAN ANTONIO DIRECTOR OF DEVELOPMENT SERVICES AND THE SAN ANTONIO FIRE DEPARTMENT FIRE MARSHALL.

* STREETSCAPE NOTE:

1. A 20' LANDSCAPE BUFFER HAS BEEN PROVIDED TO FACILITATE THE PRESERVATION OF EXISTING TREES ALONG THE RIGHT-OF-WAY.
2. PURSUANT TO SEC. 35-512 (b) (3): PRESERVATION OF EXISTING TREES TO MEET THIS REQUIREMENT IS NOT ONLY PERMISSIBLE, BUT IS RECOMMENDED. A FIFTEEN-FOOT EXISTING VEGETATION BUFFER ALONG THE RIGHT-OF-WAY LINE IS REQUIRED FOR THIS OPTION. WAIVERS FOR SPACING AND ALIGNMENT MAY BE GIVEN IN ORDER FOR EXISTING TREES TO MEET THE STREET TREE REQUIREMENT.

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 GEORGE L. WERON 98203 LICENSED PROFESSIONAL ENGINEER

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.

TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
KFW SURVEYING, LLC
7400 BLANCO, SUITE 261
SAN ANTONIO, TEXAS 78216
PHONE: 210-979-8444
FAX: 210-979-0400

STATE OF TEXAS REGISTERED TERESA A. SEIDEL 5672 PROFESSIONAL LAND SURVEYOR

4/26/2011

NOTES:

1. NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS. ALL SAID DRAINAGE EASEMENTS WITHIN SAID LOTS SHALL BE PRIVATELY MAINTAINED BY PROPERTY OWNERS.
2. FINISHED FLOOR ELEVATIONS MUST BE MINIMUM OF (8) INCHES ABOVE FINAL ADJACENT GRADE. (35-504(E)(2) (p 5-40)
3. WATER, WASTEWATER, & IRRIGATION IMPACT FEES SHALL BE ASSESSED FOR THE PROPOSED LOTS AT THE TIME OF FINAL PLAT APPROVAL ACCORDING TO THE RATES SHOWN IN ORDINANCE NO. 593. IMPACT FEES WILL BE COLLECTED PRIOR TO RELEASE OF THE BUILDING PERMIT.
4. LOT 901, BLOCK 3 AND LOT 901, BLOCK 4 ARE DEDICATED AS PERMEABLE PUBLIC DRAINAGE AND UTILITY EASEMENT.

C.P.S. NOTES:

1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, 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 ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.
4. CONCRETE DRIVEWAY APPROACHES AND STEPS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

WASTEWATER EDU NOTE:

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU'S) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY DEVELOPMENT SERVICES DEPARTMENT.

IMPACT FEE PAYMENT DUE:

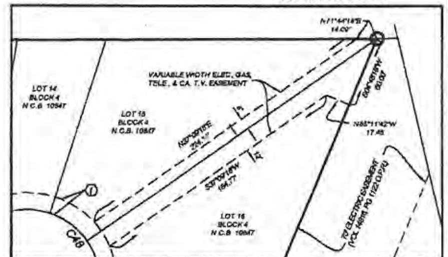
WATER AND WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

TXDOT NOTES:

1. FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT OF WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
2. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS." THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED TOTAL OF ONE (1) ACCESS POINT ALONG L.P. 13, BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 151.00'.

THE MAINTENANCE OF PRIVATE DRAINAGE EASEMENTS, GREENBELTS, AND OPEN PERMEABLE SPACES SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OF HOMEOWNERS ASSOCIATION AND THEIR SUCCESSORS OR ASSIGNEES AND NOT THE RESPONSIBILITY OF THE CITY OF SAN ANTONIO OR BEXAR COUNTY.

* FOR LINE AND CURVE DATA SEE SHEET 3 OF 3



DETAIL "C"
SCALE: 1" = 60'

PLAT NUMBER 110011

SUBDIVISION PLAT ESTABLISHING

REPUBLIC OAKS, UNIT-1

BEING 15.93 ACRES OF LAND IN NEW CITY BLOCK 10847, SAN ANTONIO, BEXAR COUNTY, TEXAS OUT OF A 61.79 ACRE TRACT OF LAND DESCRIBED IN VOLUME 14700 PAGE 608, RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OUT OF THE ADAM STAFFORD SURVEY NO. 49, ABSTRACT NO. 687, COUNTY BLOCK 5153 BEXAR COUNTY, TEXAS.

RECEIVED
11 MAY -9 PM 4:02

LAND DEVELOPMENT SERVICES

KFW ENGINEERS & SURVEYING FIRM 9513
7400 BLANCO SUITE 260
SAN ANTONIO, TEXAS 78216
PHONE (210) 979-8444
FAX (210) 979-8441

SCALE: 1"= 100'
0' 50' 100' 150' 200'

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, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER: GORDON HARTMAN

DULY AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Gordon V Hartman 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 27th DAY OF April A.D. 2011

NOTARY PUBLIC BEXAR COUNTY TEXAS

JAIME L. JOHNSON NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-06-2013

OWNER/DEVELOPER:
VELMA DEVELOPMENT, LLC.
1202 W BITTERS BLDG 1 SUITE 1200
SAN ANTONIO, TX 78216
PHONE: (210) 490-1798
FAX: (210) 493-2811

THIS PLAT OF REPUBLIC OAKS, UNIT-1 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS ______ DAY OF ______ A.D. 20 ___.

BY: ______________________
CHAIRMAN

BY: ______________________
SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I, __________, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE ___ DAY OF ________ A.D. _11_ AT ___ M. AND DULY RECORDED THE ___ DAY OF ________ A.D. _11_ AT ___ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY IN BOOK/VOLUME ________ ON PAGE ________.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS ___ DAY OF ________ A.D. _11_

COUNTY CLERK, BEXAR COUNTY, TEXAS
BY: ______________________, DEPUTY

DRAWN BY: JA

Date: Apr 26, 2011, 8:17am User ID: jadkins
File: P:\1205\09\01\Design\Civil\PLAT\PL2050301.dwg

PLAT NUMBER 110011

SUBDIVISION PLAT ESTABLISHING
REPUBLIC OAKS, UNIT-1

BEING 15.93 ACRES OF LAND IN NEW CITY BLOCK 10847, SAN ANTONIO, BEXAR COUNTY, TEXAS OUT OF A 61.79 ACRE TRACT OF LAND DESCRIBED IN VOLUME 14700 PAGE 608, RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OUT OF THE ADAM STAFFORD SURVEY NO. 49, ABSTRACT NO. 667, COUNTY BLOCK 5133 BEXAR COUNTY, TEXAS.

RECEIVED
11 MAY -9 PM 4:02

LOCATION MAP N.T.S.

NOTES:

1. NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS. ALL SAID DRAINAGE EASEMENTS WITHIN SAID LOTS SHALL BE PRIVATELY MAINTAINED BY PROPERTY OWNERS.
2. FINISHED FLOOR ELEVATIONS MUST BE MINIMUM OF (8) INCHES ABOVE FINAL ADJACENT GRADE. (33-B240(G)(2) & 3-40)
3. WATER, WASTEWATER, & IRRIGATION IMPACT FEES SHALL BE ASSESSED FOR THE PROPOSED LOTS AT THE TIME OF FINAL PLAT APPROVAL ACCORDING TO THE RATES SHOWN IN ORDINANCE NO. 693. IMPACT FEES WILL BE COLLECTED PRIOR TO RELEASE OF THE BUILDING PERMIT.
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C.P.S. NOTES:

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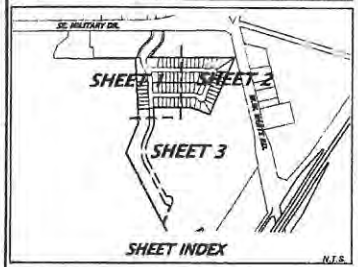

SHEET INDEX N.T.S.

LEGEND

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KEYNOTES

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2. 10' SANITARY SEWER EASEMENT
3. VARIABLE WIDTH ELEC., GAS, TELE, & CA. T.V. EASEMENT

SURVEYOR NOTES:

1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE NORTH AMERICAN DATUM (NAD) OF 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00017
4. REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN AS SCALED FROM FEMA FLOOD MAP 355 OF 750 COMMUNITY PANEL NO. 48250C0355H, DATED SEPTEMBER 29, 2010.
5. THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88 (GEOID03).

FIRE FLOW NOTE:

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~ STREETSCAPE NOTE:

1. A 20' LANDSCAPE BUFFER HAS BEEN PROVIDED TO FACILITATE THE PRESERVATION OF EXISTING TREES ALONG THE RIGHT-OF-WAY.
2. PURSUANT TO SEC. 35-512 (b) (3):
   PRESERVATION OF EXISTING TREES TO MEET THIS REQUIREMENT IS NOT ONLY PERMISSIBLE, BUT IS RECOMMENDED. A FIFTEEN-FOOT EXISTING VEGETATION BUFFER ALONG THE RIGHT-OF-WAY LINE IS REQUIRED FOR THIS OPTION. WAIVERS FOR SPACING AND ALIGNMENT MAY BE GIVEN IN ORDER FOR EXISTING TREES TO MEET THE STREET TREE REQUIREMENT.

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

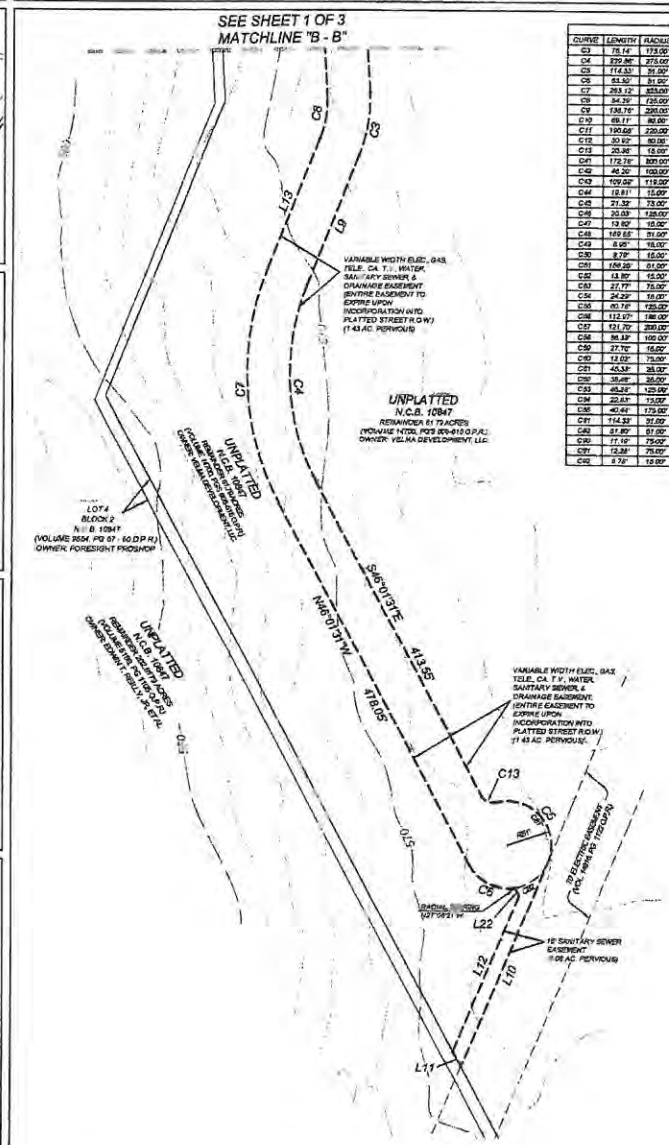
I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND.

TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
KFW SURVEYING, LLC
7400 BLANCO, SUITE 261
SAN ANTONIO, TEXAS 78216
PHONE: 210-979-9444
FAX: 210-979-0499

STATE OF TEXAS
GEORGE L. WERCH
98203
PROFESSIONAL ENGINEER

STATE OF TEXAS
REGISTERED
TERESA A. SEIDEL
5672
PROFESSIONAL LAND SURVEYOR

4/26/2011



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	BEARING
C3	78.14'	173.00'	39.69'	24°55'49"	77.54'	S08°24'38"E
C4	272.86'	275.00'	127.06'	49°34'15"	232.06'	S21°59'08"E
C5	114.33'	51.00'	155.60'	128°26'35"	91.98'	S39°13'25"E
C6	53.50'	51.00'	35.49'	21°06'50"	52.21'	N41°34'06"E
C7	283.12'	325.00'	151.39'	49°54'16"	274.22'	N21°04'02"W
C8	34.24'	125.00'	27.53'	24°59'45"	33.98'	N09°34'24"W
C9	138.76'	225.00'	70.67'	35°37'01"	134.67'	N07°00'18"E
C10	69.11'	80.00'	36.88'	49°29'49"	66.99'	N00°04'34"E
C11	190.68'	225.00'	101.41'	49°39'50"	184.80'	S00°04'34"W
C12	30.62'	50.00'	15.83'	35°08'45"	30.73'	S11°44'48"W
C13	20.96'	15.00'	12.09'	77°48'12"	19.53'	S34°56'37"E
C41	172.78'	325.00'	88.19'	49°29'49"	167.45'	S00°04'34"W
C42	46.26'	100.00'	23.52'	26°29'19"	45.79'	S11°39'09"W
C43	109.94'	119.00'	59.71'	52°31'24"	106.11'	S22°31'01"E
C44	19.81'	15.00'	11.55'	75°39'01"	18.40'	S46°43'29"E
C45	21.39'	73.00'	10.73'	16°47'14"	21.32'	N43°35'40"E
C46	20.09'	128.00'	10.04'	9°00'37"	20.07'	N78°19'48"E
C47	13.92'	15.00'	7.43'	52°41'41"	13.31'	N50°43'30"E
C48	169.65'	91.00'	339.64'	190°49'11"	101.53'	S56°31'35"E
C49	8.95'	15.00'	4.52'	34°14'22"	8.82'	S21°55'39"W
C50	8.78'	15.00'	4.50'	33°58'11"	8.66'	S11°39'47"E
C51	156.30'	91.00'	1015.06'	174°24'44"	101.88'	S84°25'39"W
C52	13.80'	15.00'	7.43'	52°41'41"	13.31'	N50°43'30"W
C53	27.17'	75.00'	14.03'	21°13'59"	27.01'	S63°38'44"W
C54	24.22'	15.00'	15.70'	92°43'42"	21.72'	S23°30'54"W
C55	60.78'	125.00'	31.00'	27°51'27"	60.18'	N34°26'14"W
C56	112.07'	186.00'	58.59'	34°47'56"	111.34'	N31°30'00"W
C57	121.70'	200.00'	62.80'	34°51'55"	119.93'	N31°32'21"E
C58	96.33'	100.00'	49.10'	49°29'49"	93.72'	N00°04'34"E
C59	27.70'	15.00'	19.91'	106°01'16"	23.91'	N16°40'40"E
C60	13.03'	75.00'	6.53'	9°57'03"	13.01'	N76°19'43"E
C61	45.38'	25.00'	31.93'	103°33'07"	39.37'	S47°06'16"E
C62	35.48'	35.00'	19.30'	58°08'32"	34.79'	S48°32'34"W
C63	45.24'	125.00'	23.41'	21°12'32"	45.02'	S82°26'44"W
C64	22.63'	15.00'	14.29'	87°13'11"	20.52'	N64°35'08"W
C65	40.44'	175.00'	20.31'	13°14'31"	40.35'	N37°19'44"W
C66	114.39'	91.00'	105.00'	125°12'26"	91.35'	S80°33'53"E
C67	51.80'	61.00'	29.38'	58°11'18"	49.60'	N32°42'59"E
C68	11.10'	75.00'	5.61'	8°52'50"	11.10'	S88°42'30"W
C69	13.28'	75.00'	6.65'	9°29'04"	13.27'	S81°02'16"W
C70	8.78'	15.00'	3.46'	33°34'26"	8.72'	N15°49'40"W

LINE TABLE		
LINE	LENGTH	BEARING
L8	194.52'	S21°02'21"E
L9	169.30'	S03°53'18"W
L10	268.77'	S00°23'50"W
L11	20.68'	N45°31'21"W
L12	300.68'	N04°38'38"E
L13	182.30'	N02°31'11"E
L14	191.45'	N31°02'31"W
L15	120.00'	S66°57'29"W
L16	15.08'	N71°44'16"E
L17	124.84'	N24°48'15"E
L18	26.66'	N24°40'30"W
L19	140.62'	N71°31'12"E
L20	11.47'	S24°40'30"E
L21	124.84'	S24°48'15"W
L22	9.91'	N60°33'33"W
L41	13.84'	S24°40'30"E
L42	134.98'	S26°16'15"W
L43	12.33'	S71°44'16"W
L44	13.00'	S48°53'54"E
L45	91.63'	N90°55'11"E
L46	19.63'	N57°32'50"W
L47	30.00'	S55°32'50"E
L48	76.07'	N46°53'54"W
L49	16.25'	S71°44'16"W
L50	124.84'	N24°48'15"E
L51	34.89'	N24°40'30"W
L52	32.91'	N57°02'50"W
L53	93.18'	N80°56'11"E
L71	NOT USED	
L72	NOT USED	
L73	NOT USED	
L81	20.19'	S71°44'16"W
L82	20.19'	N71°31'12"E
L83	20.12'	N71°31'12"E
L84	21.11'	S71°44'16"W

NO DEVELOPMENT SERVICES DIVISION

KFW ENGINEERS & SURVEYING
FIRM 553
7400 BLANCO SUITE 260
SAN ANTONIO, TEXAS 78216
PHONE: (210) 979-9444
FAX (210) 979-0441

SCALE : 1"= 100'
0' 50' 100' 150' 200'

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, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/GORDON HARTMAN

DULY AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED GORDON HARTMAN 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 27th DAY OF April A.D. 2011

NOTARY PUBLIC BEXAR COUNTY, TEXAS

JAIME L. JOHNSON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
03-06-2013

OWNER/DEVELOPER:
VELMA DEVELOPMENT, LLC.
1202 W BITTERS BLDG 1 SUITE 1200
SAN ANTONIO, TX 78216
PHONE: (210) 490-1798
FAX: (210) 493-2811

THIS PLAT OF REPUBLIC OAKS, UNIT-1 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS, AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS _____ DAY OF _____ A.D. 20 ____

BY: _____
CHAIRMAN

BY: _____
SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I, _____ COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE ____ DAY OF _____ A.D. __11 AT ____ M. AND DULY RECORDED THE ____ DAY OF _____ A.D. __11 AT ____ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY IN BOOK/VOLUME _____ ON PAGE _____

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS ____ DAY OF _____ A.D. __11

COUNTY CLERK, BEXAR COUNTY, TEXAS
BY: _____, DEPUTY

DRAWN BY: JA

Date: Apr 26, 2011, 8:16am User ID: jadams
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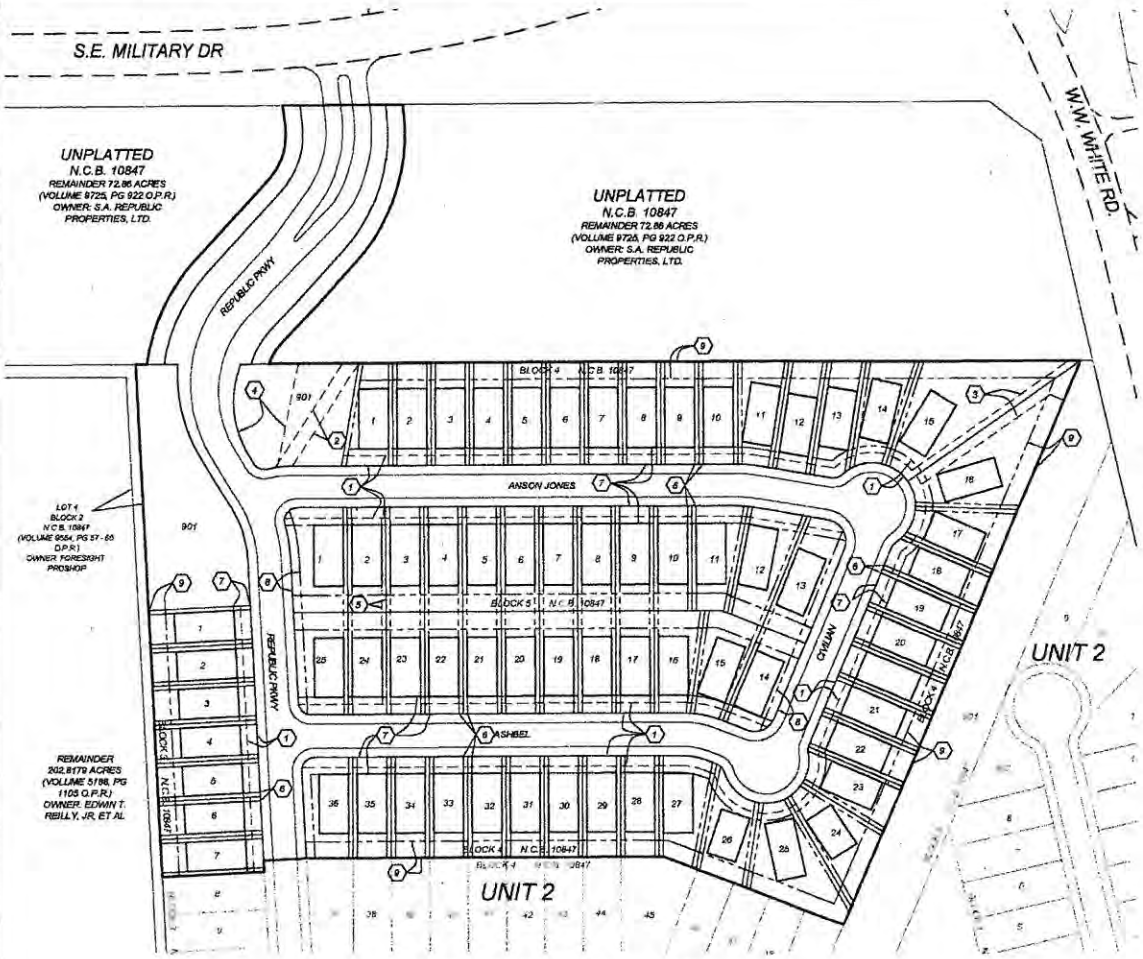


LEGEND

= APPROXIMATE LOCATION OF PROPOSED BUILDING FOOTPRINT

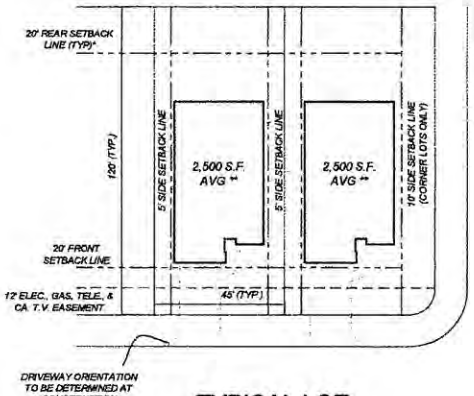
LOCATION MAP
N.T.S.

KEYNOTES

1. 12' ELEC., GAS, TELE., & CA. T.V. EASEMENT
2. 15' SANITARY SEWER EASEMENT
3. VARIABLE WIDTH ELEC., GAS, TELE., & CA. T.V. EASEMENT
4. VARIABLE WIDTH CLEAR VISION EASEMENT
5. 5' ELEC., GAS, TELE., & CA. T.V. EASEMENT
6. 5' SIDE SETBACK (TYP.)
7. 20' FRONT SETBACK (TYP.)
8. 10' SIDE SETBACK (TYP.)
9. 20' REAR SETBACK (TYP.)

SCALE : 1"=100'

0' 100' 200' 300'



TYPICAL LOT

NOT TO SCALE

* REAR SETBACK LINE DIMENSIONS ON CUL-DE-SAC AND IRREGULARLY SHAPED LOTS SHALL COMPLY WITH SECTION 35-516 (e) OF THE UNIFIED DEVELOPMENT CODE.

** AVERAGE BUILDING PAD IS AN ESTIMATE ONLY AND IS NOT A LIMITATION TO THE PROPOSED STRUCTURE.

REPUBLIC OAKS, UNIT-1
HOUSING SITE PLAN

NOTES:

1. ALL LOTS WILL HAVE A MINIMUM OF 16' OF STREET FRONTAGE AS OUTLINED IN SEC 35-310.01 OF THE UNIFIED DEVELOPMENT CODE.
2. THE MAXIMUM HEIGHT FOR STRUCTURES ON LOTS ZONED RM-4 IS 35' - 2½".
3. REFERENCE THE SUBDIVISION PLAT OF REPUBLIC OAKS, UNIT - 1, PLAT# 110011, FOR LOT DIMENSIONS AND ADDITIONAL CALLOUTS.

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 HOUSING SITE PLAN 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
GEORGE L. WEROS
96203
PROFESSIONAL ENGINEER

THIS HOUSING SITE PLAN OF REPUBLIC OAKS, UNIT-1 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS, AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS _____ DAY OF _____ A.D. 20 ___

BY: _____
CHAIRMAN

BY: _____
SECRETARY

KFW ENGINEERS & SURVEYING
FIRM 953

ENGINEER:
KFW ENGINEERS
7400 BLANCO ROAD, SUITE 260
SAN ANTONIO, TX 78216
PHONE: (210) 979-8444
FAX: (210) 979-8441

OWNER/DEVELOPER:
VELMA DEVELOPMENT, LLC.
1202 W BITTERS BLDG 1 SUITE 1200
SAN ANTONIO, TX 78216
PHONE: (210) 490-1798
FAX: (210) 493-2811

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Date: May 09, 2011, 10:04am User ID: jadiaz
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GROSS DENSITY CALCULATION							
TOTAL AREA (ACRES)	TOTAL DWELLING UNITS	ZONING DISTRICT	SINGLE FAMILY DETACHED LOTS	ALTERNATIVE HOUSING TYPE LOTS	DENSITY (DWELLING UNITS/ACRES)	PERCENTAGE OF SINGLE FAMILY DETACHED LOTS	PERCENTAGE OF ALTERNATIVE HOUSING LOTS
62.49	319	RM-4	255	64	5.10	80	20

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 HOUSING SITE PLAN CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

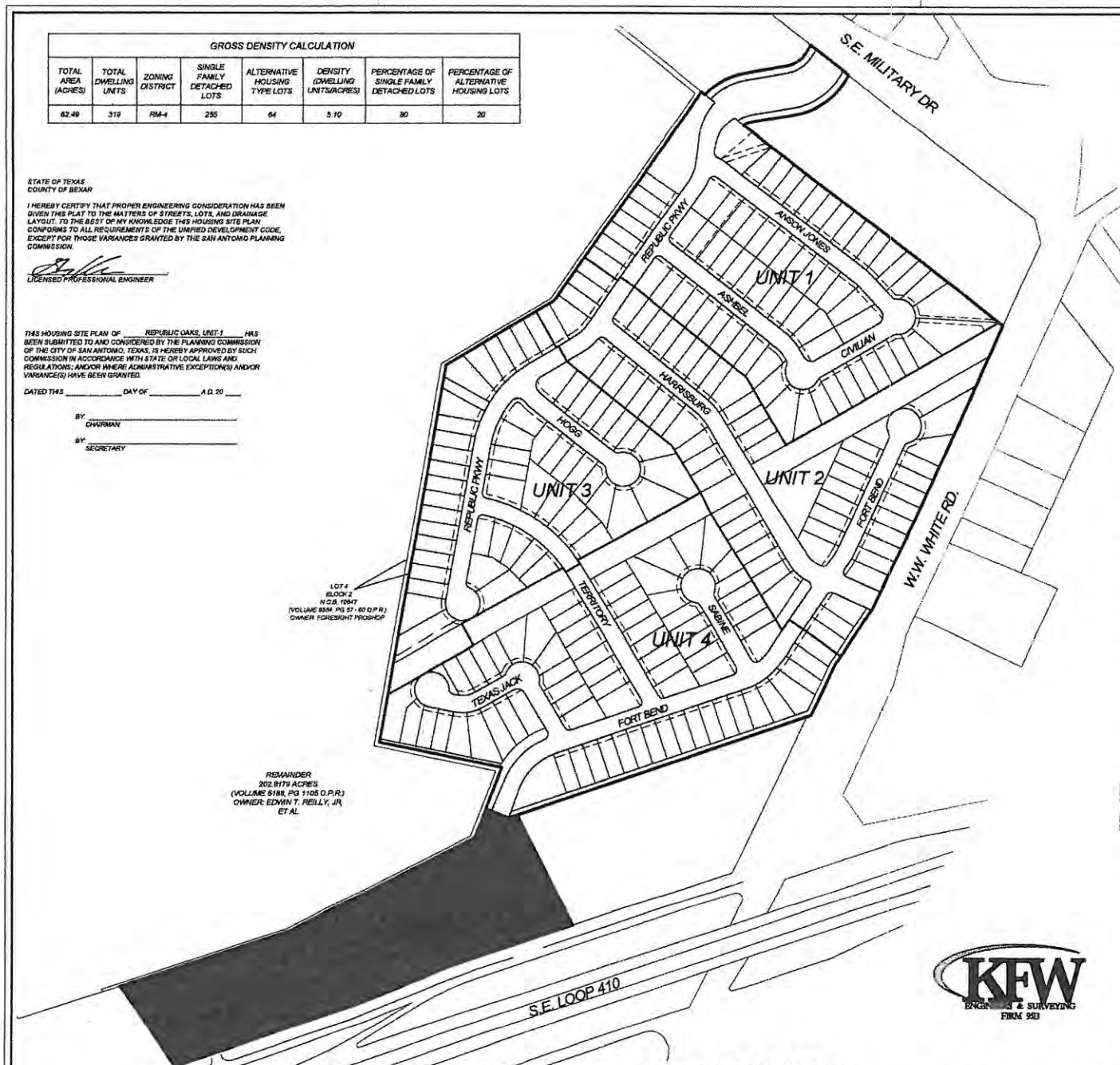
LICENSED PROFESSIONAL ENGINEER

THIS HOUSING SITE PLAN OF REPUBLIC OAKS, UNIT-1 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS _____ DAY OF _____ A.D. 20 ___

BY: _____
CHAIRMAN

BY: _____
SECRETARY



LOCATION MAP
N.T.S.

SCALE : 1"=200'

0' 200' 600'
400'

NOTES:

1. ALL LOTS WILL HAVE A MINIMUM OF 15' OF STREET FRONTAGE AS OUTLINED IN SEC 35-310.01 OF THE UNIFIED DEVELOPMENT CODE.
2. THE MAXIMUM HEIGHT FOR STRUCTURES ON LOTS ZONED RM-4 IS 35' - 2½".
3. REFERENCE THE ATTACHED SUBDIVISION PLAT FOR LOT DIMENSIONS, LEGAL DESCRIPTIONS AND ADDITIONAL CALLOUTS.

LEGEND

= SINGLE FAMILY RESIDENTIAL

= ALTERNATIVE HOUSING TYPE ALLOWED AS PER SECTION 35-310.06 (b) (2) OF THE UNIFIED DEVELOPMENT CODE.

A. DUPLEXES
B. TRIPLEXES
C. QUADRAPLEXES
D. TOWNHOUSES
E. ZERO-LOT LINE HOUSES
F. COTTAGES
G. HOUSING FACILITIES FOR OLDER PERSONS

FINAL LOT COUNT FOR THIS ALTERNATIVE USE SHALL MEET THE MINIMUM REQUIREMENT OF 20% OF THE TOTAL LOTS FOR THIS DEVELOPMENT.

KFW ENGINEERS & SURVEYING FIRM 953

REPUBLIC OAKS MASTER HOUSING SITE PLAN EXHIBIT

ENGINEER:
KFW ENGINEERS
7400 BLANCO ROAD, SUITE 260
SAN ANTONIO, TX 78216
PHONE: (210) 979-8444
FAX: (210) 979-8441

OWNER/DEVELOPER:
VELMA DEVELOPMENT, LLC.
1202 W BITTERS BLDG 1 SUITE 1200
SAN ANTONIO, TX 78216
PHONE: (210) 490-1798
FAX: (210) 493-2811

SHEET 2 OF 2

DRAWN BY: JA

Date: May 09, 2011, 10:05am User ID: jadkins
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PLANNING COMMISSION
SUBDIVISION

AGENDA ITEM NO: 12 **June 8, 2011**

LPG PROPERTIES
AT WESTOVER HILLS — MAJOR PLAT — 110016
SUBDIVISION NAME — **PLAT #**

COUNCIL DISTRICT: 6
FERGUSON MAP GRID: 578 E-7
OWNER: LPG Properties at Westover Hills, LLC., by Lauren Golden
ENGINEER: KFW Engineers, by Steven D. Krauskopf, P.E.
CASE MANAGER: Larry Odis, Planner (207-0210)

Date filed with Planning Commission: May 23, 2011

Location: On the southside of Westover Hills Boulevard, west of Hunt Lane

Services Available: SAWS Water and Sewer

Zoning: C-2 Commerical District

Plat is associated with:
MDP 110, Westover Hills, accepted on May 17, 1991

Proposed Use: Commercial

Major Thoroughfare: Westover Hills Boulevard is a secondary arterial, Type A, minimum R.O.W. 86 feet

---

APPLICANT'S PROPOSAL:

To plat **7.43** acres consisting of **2** non-single family lots

STAFF RECOMMENDATION:

Approval

LOCATION MAP N.T.S.

NOTES:
1. NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS. ALL SAID DRAINAGE EASEMENTS WITHIN SAID LOTS SHALL BE PRIVATELY MAINTAINED BY PROPERTY OWNERS.
2. FINISHED FLOOR ELEVATIONS MUST BE MINIMUM OF (8) INCHES ABOVE FINAL ADJACENT GRADE (35-504(E)(2)(e) 1-40)
3. WATER, WASTEWATER, & IRRIGATION IMPACT FEES SHALL BE ASSESSED FOR THE PROPOSED LOTS AT THE TIME OF FINAL PLAT APPROVAL ACCORDING TO THE RATES SHOWN IN ORDINANCE NO. 593. IMPACT FEES WILL BE COLLECTED PRIOR TO RELEASE OF THE BUILDING PERMIT.

C.P.S. NOTES:
1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, 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 ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.
4. CONCRETE DRIVEWAY APPROACHES AND STEPS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

WASTEWATER EDU NOTE:
THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUS) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY DEVELOPMENT SERVICES DEPARTMENT.

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

BUILDING SETBACK NOTE:
THE SETBACKS IMPOSED ON THE PLAT ARE AT THE DISCRETION OF THE DEVELOPER OR BEXAR COUNTY AND ARE NOT SUBJECT TO ENFORCEMENT BY THE CITY OF SAN ANTONIO.

DRAINAGE NOTE:
THE MAINTENANCE OF DRAINAGE EASEMENTS, GREENBELTS, AND OPEN PERMEABLE SPACES SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNERS ASSOCIATION AND THEIR SUCCESSORS OR ASSIGNEES AND NOT THE RESPONSIBILITY OF THE CITY OF SAN ANTONIO OR BEXAR COUNTY.

PLAT NUMBER 110016

SCALE: 1" = 100'

0' 50' 100' 150' 200'

KFW ENGINEERS & SURVEYING
FIRM 593
7400 BLANCO SUITE 260
SAN ANTONIO, TEXAS 78216
PHONE (210) 979-8444
FAX (210) 979-8441

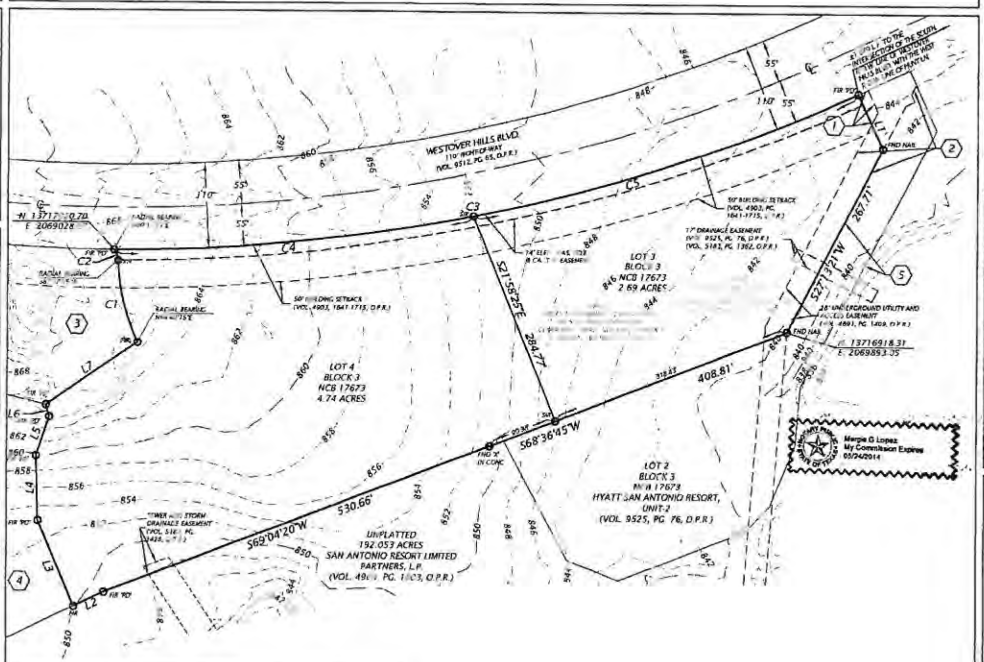
LEGEND

F.I.R. = FOUND 1/2" IRON ROD
S.I.R. = SET 1/2" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING"
R.O.W. = RIGHT-OF-WAY
D.P.R. = DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R. = OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS

SURVEYOR NOTES:
1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00017.
4. REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, AND ZONE A, NO BASE FLOOD ELEVATIONS, AS SCALED FROM FEMA FLOOD MAP 380 OF 785, COMMUNITY PANEL NO. 48029C 380 G, DATED SEPTEMBER 29, 2010.
5. THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88 (GEOID).

KEY NOTES

1. ELEC, GAS, WATER EASEMENT (VOL. 9525, PG. 76, D.P.R.)
2. VARIABLE WIDTH ELECTRIC, GAS, TELEPHONE, CABLE T.V., IRRIGATION, SANITARY SEWER AND PRIVATE WATER EASEMENT (VOL. 9525, PGS. 61-62, D.P.R.)
3. UNPLATTED 1.315 ACRES LMC DEVELOPMENT, LLC (VOL. 14390, PGS. 1818-1830, O.P.R.)
4. UNPLATTED 1.250 ACRES LMC DEVELOPMENT, LLC (VOL. 14390, PG. 1818-1830, O.P.R.)
5. LOT 2 BLOCK 3 NCB 17673 HYATT SAN ANTONIO RESORT, UNIT-2 (VOL. 9525, PG. 76, D.P.R.)



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	108.79'	265.66'	55.17'	23°27'48"	108.03'	N13°33'51"W
C2	15.70'	25.00'	8.12'	35°59'08"	15.44'	N20°12'09"W
C3	985.02'	2286.75'	500.27'	24°40'48"	977.42'	N77°51'07"E
C4	465.79'	2286.75'	233.45'	11°39'29"	464.49'	N84°21'47"E
C5	519.73'	2286.75'	260.99'	13°01'19"	518.61'	N7?°01'23"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	77.03'	S24°44'02"E
L2	43.00'	S64°23'15"W
L3	119.75'	N22°53'42"W
L4	82.63'	N01°45'57"W
L5	53.27'	N18°14'52"E
L6	15.79'	N15°15'19"W
L7	142.53'	N55°13'22"E

SUBDIVISION PLAT ESTABLISHING

LPG PROPERTIES AT WESTOVER HILLS

ESTABLISHING LOTS 3 AND 4, BLOCK 3, NCB 17673, BEING A 7.43 ACRE TRACT OF LAND, BEING ALL OF THAT 7.431 ACRE TRACT, CALLED PARCEL 5 CONVEYED TO SERENITY AT WESTOVER HILLS, L.P. OF RECORD IN VOLUME 12515 PAGE 1874, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, WITHIN THE B.B.B. & C.R.R. SURVEY NO. 403, ABSTRACT 100, COUNTY BLOCK 4419, SITUATED IN THE CITY OF SAN ANTONIO, NCB 17673, BEXAR COUNTY, TEXAS.

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, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

Lauren P. Golden (signature)

OWNER: LAUREN GOLDEN

OWNER/DEVELOPER: LPG PROPERTIES AT WESTOVER HILLS, LLC, ... LOCKHILL SELMA, SAN ANTONIO, TX 78213, PHONE: 210-...-8802

DULY AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Lauren P. Golden, 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 5th DAY OF May A.D. 2011

Margie G. Lopez (signature)
NOTARY PUBLIC BEXAR COUNTY TEXAS

RECEIVED ... MAY 16 PM 2:36

THIS PLAT OF LPG PROPERTIES OF WESTOVER HILLS HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, IS HEREBY APPROVED BY SUCH COMMISSION IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) AND/OR VARIANCE(S) HAVE BEEN GRANTED.

DATED THIS ______ DAY OF ______ A.D. 20___

BY: ______ CHAIRMAN

BY: ______ SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I, ______ COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE ___ DAY OF ______ A.D. __10 AT ___M. AND DULY RECORDED THE ___ DAY OF ______ A.D. ___ AT ___M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY IN BOOK/VOLUME ______ ON PAGE ______

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS ___ DAY OF ______ A.D. ___

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: ______, DEPUTY

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.

Steven Krauskopf (signature)
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS · STEVEN D. KRAUSKOPF · 96525 · LICENSED · PROFESSIONAL ENGINEER
5/5/2011

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.

TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
KFW SURVEYING, LLC
7400 BLANCO, SUITE 260
SAN ANTONIO, TEXAS 78216
PHONE: 210-979-8444
FAX: 210-979-0499

STATE OF TEXAS · REGISTERED · TERESA A. SEIDEL · 5672 · PROFESSIONAL LAND SURVEYOR
5/05/2011

LAND DEVELOPMENT SERVICES DIVISION
11 MAY -6 AM 11:20
RECEIVED

PAGE 1 OF 1

DRAWN BY: JW

Date: May 05, 2011, 7:59am User ID: jwarren
File: P:\208\01\01\Design\Civil\PLAT\PL2080101.dwg

PLANNING COMMISSION
PLAT DEFERRAL

AGENDA ITEM NO: 13 **June 8, 2011**

WEATHERFORD HILLTOP
SUBDIVISION NAME:

110230
PLAT #

COUNCIL DISTRICT: Outside San Antonio City Limits
FERGUSON MAP GRID: 752 D-2
OWNER: Weatherford by Mike Hayes
ENGINEER: Pape-Dawson Engineers, Inc., by Thomas M. Carter, P.E.
CASE MANAGER: Donna Camacho, Planner (207-5016)

Location: On the west side of I. H. 37, north of FM 1604

Zoning: Outside San Antonio City Limits

Proposed use: Frac service yard

APPLICANT'S PROPOSAL:

To defer platting for **1** commercial lot consisting of **49.494** acres.

APPLICANT'S REQUEST:

The applicant is requesting temporary utility service prior to plat approval and recordation.

STAFF RECOMMENDATION:

The Director of Development Services recommends **approval** of the plat deferral with the following conditions:

1. No permanent utility service shall be issued until the plat is approved and recorded in the office of the County Clerk.
2. The plat is formally filed within 180 days of this action and considered by the Planning Commission within 30 days of a formal plat filing.
3. If no utility service is issued and a complete plat filing is not filed within 180 days, plat filing fees will not be refunded and the plat deferral request shall become null and void.

PLAT NUMBER 110230

SUBDIVISION PLAT
OF
WEATHERFORD HILLTOP

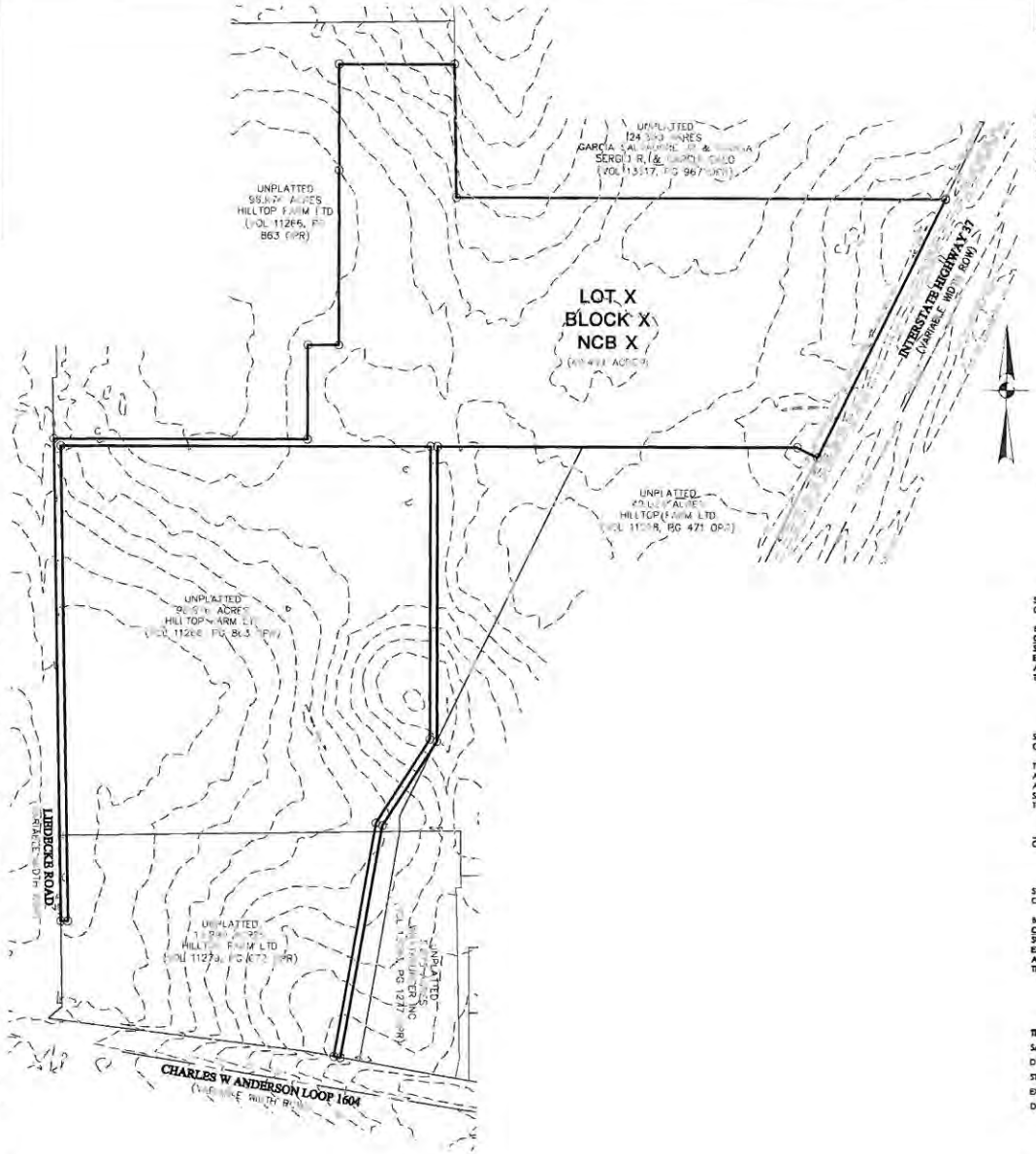
A 49.494 ACRE TRACT OF LAND OUT OF A 96.976 ACRE TRACT OF LAND CONVEYED TO HILLTOP FARM LTD IN GENERAL WARRANTY DEED RECORDED IN VOLUME 11266, PAGES 863-872 OF THE TYPE OF RECORDING DEVICE OF BEXAR COUNTY, TEXAS, OUT OF THE NAME OF ORIGINAL SURVEY NUMBER ____, ABSTRACT ____, COUNTY BLOCK ____, IN NEW CITY BLOCK_____, IN THE CITY OF SAN ANTONIO , BEXAR COUNTY, TEXAS.

LOCATION MAP

MAPSCO MAP GRID: 703C3
NOT-TO-SCALE

LEGEND

DPR	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS	PG	PAGE(S)
EASMT	EASEMENT	R/W	RIGHT-OF-WAY
GETCTV	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION	VNAE	VEHICULAR NON-ACCESS EASEMENT (NOT-TO-SCALE)
NCB	NEW CITY BLOCK	VOL	VOLUME
OPR	OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS		FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
		(TYPE I) (TYPE II)	FOUND TxDOT MONUMENTATION
--1140--	EXISTING CONTOURS		



SCALE: 1" = 300'

0' 300' 600' 900'

PAPE-DAWSON ENGINEERS

DATE OF PRINT: June 1, 2011

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

BEXAR COUNTY MAINTENANCE NOTE:
BEXAR COUNTY WILL NOT MAINTAIN PRIVATE STREETS, DRAINS, PARKS, LANDSCAPE BUFFERS, EASEMENTS OF ANY KIND, GREENBELTS, OPEN SPACES, TRAFFIC ISLANDS, ETC. LOT OWNER, THEIR SUCCESSORS OR ASSIGNEES SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS.

TxDOT NOTES:
1. FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
2. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED TOTAL OF TWO ACCESS POINTS ALONG IH 37, BASED ON OVERALL PLATTED HIGHWAY FRONTAGE OF 1044.47, AND 1 ACCESS POINT ALONG LOOP 1604, BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 25.07

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

SURVEYOR'S NOTES:
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 (CORS 1996) 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 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

EDU NOTE:
THE NUMBER OF EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

C.P.S. NOTES:
1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CPS) PUBLIC SERVICE BOARD IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC DISTRIBUTION AND SERVICE FACILITIES AS THE AREAS DESIGNATED ON THE PLAT AS "ELECTRIC EASEMENTS" "ANCHOR EASEMENTS" "SERVICE EASEMENTS" "OVERHANG EASEMENTS" "GUYS EASEMENTS" "GAS EASEMENTS" AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONNECTING, RECONNECTING, MAINTAINING, ENHANCING, REPACING, REMOVING, AND RECING POLES, HANGING OR BURYING WIRE, CABLE, CONDUIT, PEDESTALS OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS OVER GRANTORS ADJACENT LANDS, THE RIGHT TO RELOCATE AND PROTECT WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM AND KEEP ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENGINEER OR ANY ENGINEER WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES DESIRES. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE OWNED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THE PLAT DOES NOT MARKS, ALTERS, REMOVE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, CHANNELS, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE OWNERS TO SUCH EASEMENTS ARE DESCRIBED HEREON.

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

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 OWNER'S NAME HERE 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

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: NAME HERE
WEATHERFORD
515 POST OAK
HOUSTON, TEXAS 77027
(713) 693-4000

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED OWNER'S NAME HERE 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

THIS PLAT OF WEATHERFORD HILTOP HAS BEEN SUBMITTED TO THE CITY OF SAN ANTONIO, TEXAS, AND HAVING BEEN REVIEWED BY THE DIRECTOR OF DEVELOPMENT SERVICES DEPARTMENT, IS HEREBY APPROVED IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) HAVE BEEN GRANTED.

DATED THIS _____ DAY OF _____, A.D. 20 _____.

BY: _____
DIRECTOR OF DEVELOPMENT SERVICES DEPARTMENT

STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 20 ____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____, A.D. 20 ____ AT _____ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/ VOLUME _____ ON PAGE _____ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, A.D. 20 _____.

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____, DEPUTY

SHEET 1 OF 1

WEATHERFORD HILLTOP

Civil Job No. 7758-00 Survey Job No. XXXX-XX

PAPE-DAWSON ENGINEERS

110230

DEVELOPMENT SERVICES
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2011 MAY 18 PM 4:15

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

May 11, 2011

Mr. Roderick J. Sanchez, AICP, CBO
Director of Planning & Development Services
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283-3966

Re: Request for Plat Deferral
Weatherford Hilltop
2,500 feet north of the FM 1604/IH 37 intersection

Dear Mr. Sanchez:

In accordance with 35-434 of the Unified Development Code, Weatherford is requesting a plat deferral for the above referenced property. Pape-Dawson Engineers has been authorized by Weatherford U.S., LP to prepare the final subdivision plat and to obtain all necessary approvals from the City of San Antonio. We currently anticipate the final plat approval will be in October 2011.

A plat deferral is required to support construction schedules associated with the multi-million dollar project. A building permit for construction of new buildings and parking lots must be obtained by June 1, 2011. Therefore, a plat deferral is required, as agency review of the subdivision plat will lag behind this deadline. We are requesting a plat deferral be granted in order to obtain a building permit prior to final plat approval. The construction schedule for this frac service yard affects multiple leases within the Eagleford Shale formation. The University of Texas at San Antonio issued a February 2011 report, "Economic Impact of the Eagle Ford Shale", which said:

> "In less than three years, the shale play is already accounting for roughly six percent of the Gross Regional Product for the 24 county area. Under moderate assumptions, by 2020 (in 2010 dollars), the Eagle Ford Shale is expected to account for close to $11.6 billion in gross state product, $21.6 billion in total economic output (or revenues) impact, and support close to 67,971 full-time jobs in the area."

A deferral of the subdivision plat will prevent any unnecessary delays in allowing work to begin within the Eagleford formation.

SAN ANTONIO / AUSTIN / HOUSTON
555 East Ramsey San Antonio, Texas 78216
P 210.375.9000 F 210.375.9010 www.pape-dawson.com

110230

DEVELOPMENT SERVICES
RECEIVED
2011 MAY 18 PM 4: 15

We appreciate your time and consideration in this matter. Please call if additional information is required.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration # 470

Thomas M. Carter, P.E., LEED® AP
Vice President, Land Development

P:\77\58\00\Word\Letters\110428A1.doc

PLANNING COMMISSION
SITE IMPROVEMENT TIME EXTENSION

AGENDA ITEM NO: 14 **June 8, 2011**

PRESIDIO HEIGHTS UNIT 3 PUD
SUBDIVISION NAME

070391
PLAT #

COUNCIL DISTRICT: 9
FERGUSON MAP GRID: 515 B-2
OWNER: McMillin Texas Development, LLC, by Drake Thompson
CASE MANAGER: Donna L. Camacho, Planner (207-5016)

Location: Near the southeast corner of Muir Glen Drive and Camino Grande

Plat status: The Planning Commission approved this plat on July 9, 2008. The plat has not been recorded.

APPLICANT'S REQUEST:

Applicant is requesting a three (3) year time extension for completion of the required site improvements in accordance with the City of San Antonio's Unified Development Code Section 35-430(f)(2).

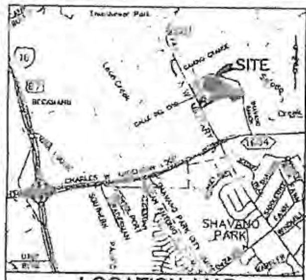
DISCUSSION:

The applicant states that improvements have not been initated on this project due to economic factors. The percentages of improvements completed are as follows:

- Drainage 0%
- Streets 10%
- Water infrastructure 0%
- Sanitary sewer 0%
- Sidewalk 0%

STAFF RECOMMENDATION:

Approval



LOCATION MAP
NOT TO SCALE

NOTES:
ORIGIN OF STATE PLANE COORDINATES: NGS MARK MILLER PID AY0121. 1/2" IRON PINS WITH RED CAP MARKED "M.W. CUDE" SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

CPS NOTES
THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT" AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.

ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.

THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE T.V. EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.

ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE E.G.T.CA. EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC, GAS, TELEPHONE, OR CABLE TELEVISION FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENT.

CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE E.G.T.CA. EASEMENT WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC, GAS, TELEPHONE, OR CABLE TELEVISION FACILITIES.

CLEAR VISION NOTE:
CLEAR VISION EASEMENT MUST BE FREE OF VISUAL OBSTRUCTIONS, E.G. STRUCTURES, WALLS, FENCES, AND VEGETATION, WHICH ARE HIGHER THAN THREE FEET AND LOWER THAN EIGHT FEET ABOVE THE PAVEMENT AS PER THE AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO) POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, OR LATEST REVISION THEREOF.

ERZD NOTE:
THIS SUBDIVISION IS WITHIN THE EDWARDS RECHARGE ZONE. DEVELOPMENT WITHIN THIS SUBDIVISION IS SUBJECT TO CHAPTER 34, ARTICLE V, DIVISION 6 OF THE SAN ANTONIO CITY CODE ENTITLED "AQUIFER RECHARGE ZONE AND WATERSHED PROTECTION", OR THE LATEST REVISION THEREOF.

NO PERSON SHALL COMMENCE THE CONSTRUCTION OF ANY REGULATED ACTIVITY UNTIL AN EDWARDS AQUIFER PROTECTION PLAN ("WATER POLLUTION ABATEMENT PLAN" OR "WPAP") OR MODIFICATION TO AN APPROVED PLAN AS REQUIRED BY 30 TAC 213.5 OF THE TEXAS WATER CODE, OR LATEST REVISION THEREOF, HAS BEEN FILED WITH THE APPROPRIATE REGIONAL TCEQ OFFICE, AND THE APPLICATION HAS BEEN APPROVED BY THE DIRECTOR OF THE TCEQ.

IMPACT FEE PAYMENT DUE: SAWS WATER AND WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES, AT THE RATE IN EFFECT AT THE TIME OF PLAT RECORDATION, MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

WASTEWATER EDU NOTE: THE NUMBER OF EQUIVALENT DWELLING UNITS (EDU'S) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY DEVELOPMENT SERVICES.

NO STRUCTURES, FENCES, WALLS, OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS AND RIGHT-OF-WAYS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS AND RIGHT-OF-WAYS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND RIGHT-OF-WAYS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS AND RIGHT-OF-WAYS.

FINISHED FLOOR NOTE:
ALL FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8 INCHES ABOVE FINISHED ADJACENT GRADE.

NOTES:
ALL PRIVATE STREETS (LOT 999, BLOCK 14, VIA DEL ARBOL & MUIR WOOD DRIVE) ARE ALSO ELECTRIC, TELEPHONE, GAS, CABLE T.V., POSTAL, WATER, SANITARY SEWER AND DRAINAGE EASEMENTS.

ALL STREETS ARE PRIVATE STREETS.

ALL GARAGES MUST BE LOCATED AT LEAST 20' BEHIND BACK OF SIDEWALK.

THE MAINTENANCE OF ALL DRAINAGE RIGHT-OF-WAYS AND EASEMENTS OF ANY NATURE WITHIN PRESIDIO HEIGHTS SUBDIVISION, UNIT 3 PLANNED UNIT DEVELOPMENT (P.U.D.) SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, AND NOT THE RESPONSIBILITY OF THE CITY OF SAN ANTONIO AND/OR BEXAR COUNTY.

THE DEVELOPER DEDICATES THE SANITARY SEWER MAINS UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM. THE SAN ANTONIO WATER SYSTEM WILL OWN AND MAINTAIN SAID SANITARY SEWER MAINS WHICH ARE LOCATED WITHIN THIS PARTICULAR PLAT.

PLAT NO. 070391

M.W. CUDE ENGINEERS, L.L.C.
10325 BANDERA ROAD
SAN ANTONIO, TEXAS 78250
TEL 210.681.2951
FAX 210.523.7112
WWW.MWCUDE.COM
CONTACT: RAYMOND TARIN JR.

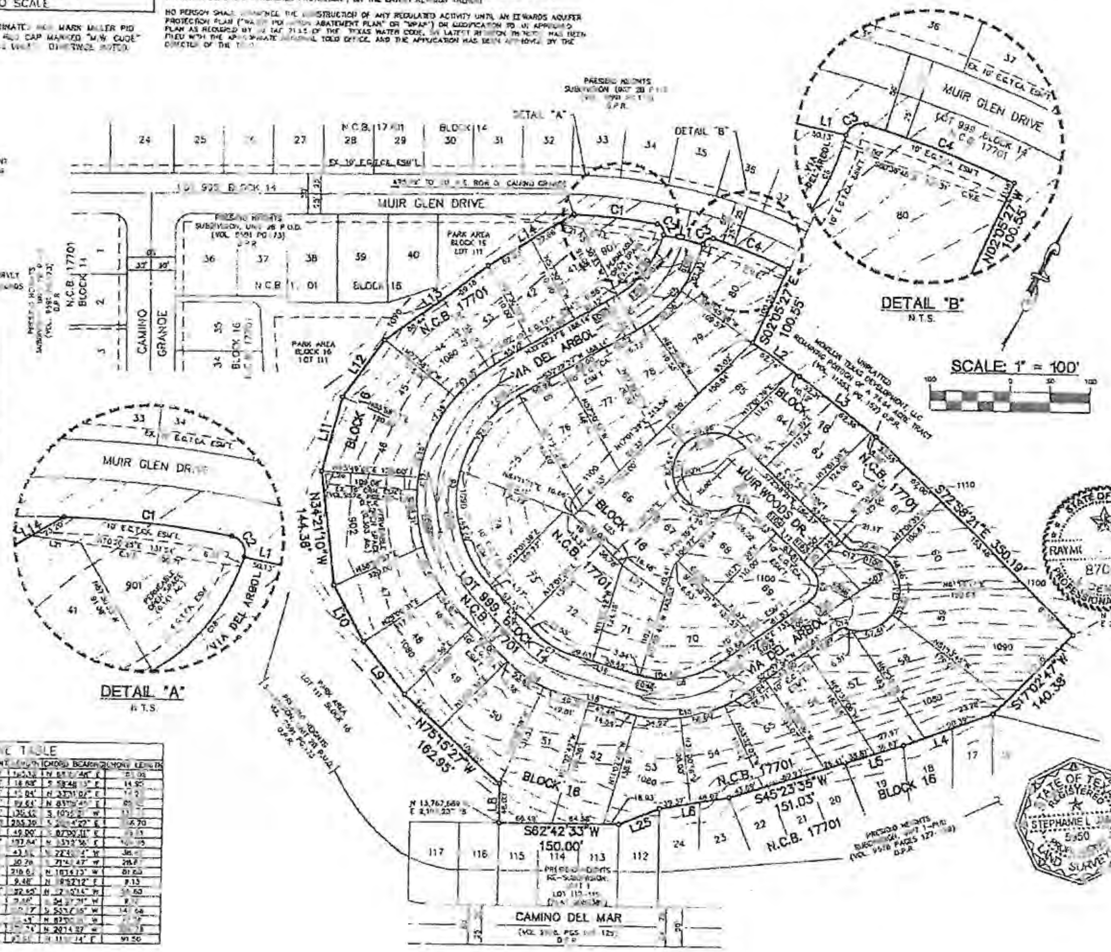
SUBDIVISON PLAT
ESTABLISHING

PRESIDIO HEIGHTS SUBDIVISION, UNIT 3 P.U.D.

BEING 10.507 ACRES OF LAND OUT OF 74.64 ACRES OF LAND IN THE CITY OF SAN ANTONIO, N.C.B. 17701 BEXAR COUNTY, TEXAS AS DESCRIBED BY DEED RECORDED IN VOLUME 11353, PAGE 152 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS AND OUT OF THE COLLIN C. McRAE SURVEY NO.391, ABSTRACT NO.482, BEXAR COUNTY, TEXAS

LEGEND

C.V.E. - CLEAR VISION EASEMENT
D.P.R. - DEED & PLAT RECORDS
DRN - DRAINAGE
E.G.T.CA. - ELECTRIC, GAS, TELEPHONE, AND CABLE TELEVISION
ESM'T - EASEMENT
EX. - EXISTING
F.I.P. - FOUND 1/2" IRON PIN
L1 - LINE NUMBER
N.C.B. - NEW CITY BLOCK
NGS - NATIONAL GEODETIC SURVEY
O.P.R. - OFFICIAL PROPERTY RECORDS
----- - PROPOSED CONTOUR
- - - - - EXISTING CONTOUR



LINE	LENGTH	BEARING
L1	50.13'	N24°40'[illegible]
L2	72.86'	[illegible]
L3	172.1[illegible]	[illegible]
L4	[illegible]	[illegible]
L5	[illegible]	[illegible]
L6	87.44'	S22[illegible]
L8	48.00'	N27[illegible]
L9	83.[illegible]	[illegible]
L10	78.45'	[illegible]
L11	97.98'	[illegible]
L12	50.13'	N07[illegible]24"E
L13	151.62'	[illegible]
L14	122.86'	[illegible]
L15	[illegible]	[illegible]
L16	87.69'	[illegible]
L17	104.2[illegible]	[illegible]
L18	87.89'	[illegible]
L19	80.28'	[illegible]28'21"W
L20	32.90'	[illegible]28'21"E
L21	[illegible]	[illegible]
L22	65.45'	[illegible]
L23	65.[illegible]	[illegible]
L25	52.[illegible]	[illegible]
L26	12.56'	S00°6'53"E

CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD BEARING	CHORD LENGTH
C1	6[illegible]5.00'	[illegible]	22.87'	[illegible]	N 8[illegible] E	[illegible]
C2	10.00'	[illegible]	[illegible]	16.68'	S 58°48'13" E	14.[illegible]
C3	10.00'	[illegible]	[illegible]	[illegible]	N 33°31'02" E	[illegible]
C4	675.00'	8°27'[illegible]	49.91'	[illegible]	N 83°[illegible] E	[illegible]
C5	[illegible]	44°20'[illegible]	71.50'	135.[illegible]	S 10°[illegible] W	[illegible]
C6	1[illegible].00'	[illegible]	[illegible]	205.39	S [illegible]4'22" E	[illegible]
C7	100.00'	[illegible]	[illegible]	49.00'	[illegible] 87°00'11" E	[illegible]
C8	120.00'	[illegible]	[illegible]	107.84'	N 53°[illegible] E	[illegible]
C9	75.00'	[illegible]	[illegible]	43.[illegible]	N 22°[illegible] W	36.[illegible]
C10	25.00'	[illegible]	[illegible]	30.78'	[illegible] 71°[illegible]47" W	28.[illegible]
C11	60.00'	2[illegible]°31'44"	[illegible]	218.6[illegible]	N 18°14'13" W	81.6[illegible]
C12	16.00	[illegible]	[illegible]	9.48'	N [illegible]°52'12" E	9.15
C13	30.00'	[illegible]	[illegible]	32.6[illegible]	N [illegible] W	[illegible]
C14	15.00'	[illegible]	[illegible]	[illegible]	N 54°37'2[illegible]" W	[illegible]
C15	[illegible]	[illegible]	[illegible]	[illegible]	S 53°[illegible] W	14.68
C16	[illegible]	[illegible]	[illegible]	[illegible]	N 83°[illegible] W	[illegible]
C17	203.00'	[illegible]	[illegible]	[illegible]	N 20°14'37" W	[illegible]
C18	123.00'	[illegible]	[illegible]	[illegible]	N 11°[illegible]14" E	91.50

THIS PLAT OF PRESIDIO HEIGHTS SUBDIVISION, UNIT 3 P.U.D. HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS ______ DAY OF ______________ A.D. ______

BY: ______________________ CHAIRMAN

BY: ______________________ SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF THE 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, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

McMILLIN TEXAS DEVELOPMENT, LLC
1175 W. BITTERS, SUITE 200
SAN ANTONIO, TX 78216
PHONE: (210) 490-1768
FAX: (210) 499-4635

Edward Balsays [signature]
OWNER

DULY AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED *Edward Bertanga* 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 *20* DAY OF *June*, A.D. *2008*

JoAnn Schweers [signature]
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

JOANN SCHWEERS
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-01-2008

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.

STATE OF TEXAS
RAYMOND [illegible] N, JR.
87050
LICENSED
PROFESSIONAL ENGINEER

M.W. CUDE ENGINEERS, LLC
RAYMOND TARIN JR., P.E.

Raymond Tarin P.E. [signature]
LICENSED PROFESSIONAL ENGINEER

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:
M.W. CUDE ENGINEERS, L.L.C.

M.W. CUDE ENGINEERS, L.L.C.
STEPHANIE L. JAMES, R.P.L.S.

Stephanie L. James [signature]
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
REGISTERED
STEPHANIE L. JAMES
5950
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I, ______________________ COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ______ DAY OF ______________ A.D. ______ AT ______ M. AND DULY RECORDED THE ______ DAY OF ______________ A.D. ______ AT ______ M. IN THE DEED AND PLAT RECORDS OF SAID COUNTY, IN BOOK / VOLUME ______________ ON PAGE ______________ IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS ______ DAY OF ______________ A.D. ______

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY ______________________ DEPUTY

OWNER / DEVELOPER
McMILLIN TEXAS DEVELOPMENT, L.L.C.
1175 BITTERS, SUITE 200
SAN ANTONIO, TEXAS 78216
TEL. (210) 490-1768
CONTACT: DRAKE THOMPSON, P.E.

JOB # 211325 JUNE 2008 SHEET 1 OF 1

McMillin Land Development

A Corky McMillin Company

May 4, 2011

Mr. Roderick J. Sanchez, Director
City of San Antonio
1901 South Alamo
San Antonio, TX 78204

Re: Presidio Heights Subdivision, Unit-3 (P.U.D.)
Plat No. 070391

Dear Mr. Sanchez:

In accordance with Section 35-430(f)(3) of the Unified Development Code, we hereby request a three-year Site Improvement Time Extension for site improvements associated with the Presidio Heights Subdivision, Unit-3 (P.U.D.), (Plat No. 070391). The subdivision plat was approved by the Planning Commission on July 9, 2008.

The reasons for the delay in the completion of site improvements are as follows:

1. The economic downturn and its impact on the local housing market have delayed new home construction in this Subdivision. We are currently working thru existing lot inventory in Units 1, 2A and 2B. Economics dictate the need to absorb these finished lots before beginning construction on new lots in this Unit.
2. At this time, development of additional lots is highly constrained due to the lack of financing available to private builders and developers for new land development projects. The lack of financing coupled with the existing lot inventory has made new development unfeasible at this time.

Currently we are working with local lenders and outside funding sources to secure the financing necessary to move forward with the development of this Unit. We hope to secure these funds and commence development as the market dictates the need for additional lots in this area and price point.

We respectfully request your consideration of this request knowing that the hardship was a result of a nationwide economic crisis and not the actions of McMillin. Enclosed is the filing fee required to process this request along with a reduced copy of the plat. If additional information is required, please contact our office.

Sincerely,
McMillin Texas Development, LLC

Drake Thompson, P.E.
Vice President

Enclosures

V:\Land Development\Projects\Presidio Heights\Presidio Heights Unit 3\Word\Letters\PH U3 Plat Time Extension Request Letter.docx

McMillin Homes McMillin Land Development McMillin Mortgage
1175 W. Bitters Road • San Antonio, TX 78216
TEL (210) 490-1798 • FAX (210) 499-1337
mcmillin.com

PLANNING COMMISSION
SITE IMPROVEMENT TIME EXTENSION

AGENDA ITEM NO: 15 **June 8, 2011**

ACME PARK
SUBDIVISION NAME

070579
PLAT #

COUNCIL DISTRICT: 6
FERGUSON MAP GRID: 614 E-6
ENGINEER: Flores & Company Consulting Engineers, Inc., by Thomas Flores
CASE MANAGER: Donna L. Camacho, Planner (207-5016)

Location: At the northwest corner of Old Highway 90 and South Acme Road

Plat status: The Planning Commission approved this plat on October 22, 2008. The plat has not been recorded.

APPLICANT'S REQUEST:

Applicant is requesting a three (3) year time extension for completion of the required site improvements in accordance with the City of San Antonio's Unified Development Code Section 35-430(f)(2).

DISCUSSION:

The applicant states that improvements have not been initiated on this project due to economic factors. The percentages of improvements completed are as follows:

- Drainage 0%
- Streets 0%
- Water infrastructure 0%
- Sanitary sewer 0%
- Sidewalk 0%

STAFF RECOMMENDATION:

Approval

PLAT NO. 070579

LOCATION MAP

NOT TO SCALE

GENERAL NOTES:

1. IRON PINS (1/2") FOUND AT ALL CORNERS, EXCEPT AS OTHERWISE NOTED.
2. BEARINGS ARE BASED ON NAD 83(1993) STATE PLANE GRID COORDINATE SYSTEM.
3. ALL 1' VEHICULAR NON-ACCESS EASEMENT ARE 125' FROM THE CUT-OFF, EXCEPT ALONG HIGHWAY 151.
4. NO STRUCTURES, FENCES, WALLS OR OTHERS OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENT SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE MODIFICATIONS WHICH ALTER THE CROSS-SECTION OF THE DRAINAGE EASEMENT, AS APPROVED SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENT AND TO MAKE ANY MODIFICATIONS WITHIN SAID DRAINAGE EASEMENTS.

WASTEWATER EDU NOTE
THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU'S) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

STREETSCAPE NOTE:
NO BUILDING PERMIT WILL BE ISSUED FOR THIS SITE UNTIL A STREETSCAPE PLAN HAS BEEN APPROVED IN ACCORDANCE WITH SECTION 35-512 OF THE UNIFIED DEVELOPMENT CODE.

CLEAR VISION AREA NOTE:
ALL ACCESS DRIVEWAYS SHALL BE PROVIDED WITH CLEAR VISION AREA IN ACCORDANCE WITH UDC 35-506(d)(3) .

SHARED CROSS ACCESS NOTE:
OWNER SHALL PROVIDE SHARED CROSS ACCESS IN ACCORDANCE WITH UDC 35-506(r)(3).

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

TxDOT NOTE:

1. For residential development directly adjacent to State right-of-way, the Developer shall be responsible for adequate setback and/or sound abatement measures for future noise mitigation.
2. Owner/ Developer is responsible for preventing any adverse impact to the existing drainage system within the highway right-of-way.
3. Maximum access points to State highway from this property will be regulated as directed by "Regulations for Access Driveways to State Highways". This property is eligible for a maximum combined total of 1 (one) access point, based on overall platted highway frontage of 102.29 feet.
4. If sidewalks are required by appropriate City ordinance, a sidewalk permit must be approved by TxDOT, prior to construction within State right-of-way. Locations of the sidewalks within State right-of-way shall be as directed by TxDOT.

DEVELOPER/OWNER:

MEHUL PATEL
702 S. ACME ROAD
SAN ANTONIO, TEXAS 78237
PHONE: (210) 436-0804

WRENN MIDDLE SCHOOL SUBDIVISION
LOT 14, BLOCK 6, N.C.B. 11379
(VOLUME 9552, PAGE 86)

N. 13,701,433.68
E. 2,099,449.10

North
Scale: 1" =100'

CITY OF SAN ANTONIO
80.250 ACRE TRACT, N.C.B. 11379
(VOLUME 8898, PAGE 1286)

CITY OF SAN ANTONIO
4.478 ACRE TRACT, N.C.B. 46478
(VOLUME 8898, PAGE 1286)

BLOCK . . . 6
N.C.B. . . . 11379

LOT 15 (1.075 ACRES)
LOT 16 (1.072 ACRES)
LOT 17 (1.033 ACRES)
LOT 18 (1.680 ACRES)
LOT 19 (4.138 ACRES)
LOT 20 (1.883 ACRES)
LOT 21 (1.111 ACRES)

S. ACME ROAD (R.O.W. VARIES)

HIGHWAY 151 (R.O.W. VARIES - 300' MIN)

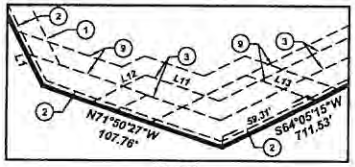
OLD HIGHWAY 90 (120' R.O.W.)

SEE DETAIL

N. 13,700,328.36
E. 2,099,042.46

LINE TABLE		
LINE	BEARING	LENGTH
L1	N27°46'09"W	67.25
L2	N24°42'59"W	20.76
L3	S00°01'42"E	81.87
L4	S32°04'30"W	26.41
L5	N89°47'48"E	208.15
L6	S00°12'12"E	15.00
L7	N89°47'48"E	46.00
L8	S00°01'42"E	282.17
L9	S04°59'33"W	81.19
L10	S85°00'27"E	30.51
L11	N71°50'27"W	44.08
L12	S64°05'15"W	34.50
L13	N70°54'45"W	42.43

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	3039.79	14.26	0°16'07"	7.13
C2	708.02	62.04	5°01'15"	31.04
C3	810.75	71.05	5°01'15"	35.55
C4	677.51	59.37	5°01'15"	29.70



DETAIL
SCALE, 1" = 50'-0"

FIRE LANE NOTE:

INGRESS AND EGRESS SHALL BE PROVIDED BETWEEN ALL ADJACENT LOTS FOR ADEQUATE FIRE DEPARTMENT VEHICLE ACCESS PER THE CITY OF SAN ANTONIO FIRE CODE. THE CROSS ACCESS SHALL NOT BE BLOCKED NOR MAY THIS NOTE BE TAKEN OFF THE PLAT WITHOUT WRITTEN PERMISSION FROM THE CITY OF SAN ANTONIO DIRECTOR OF DEVELOPMENT SERVICES AND THE SAN ANTONIO FIRE DEPARTMENT FIRE MARSHAL.

LEGEND

1. 14' GAS, ELEC, TELE, & CATV EASEMENT
2. 1' VEHICULAR NON-ACCESS EASEMENT
3. 10' DRAINAGE EASEMENT
4. 30' ELECTRIC TRANSMISSION EASEMENT
5. 15' SANITARY SEWER EASEMENT
6. 30.51' DRAINAGE EASEMENT
7. 8' DRAINAGE EASEMENT
8. 12' SANITARY SEWER EASEMENT
9. 10' WATER EASEMENT
10. 35' INGRESS / EGRESS EASEMENT (VOLUME 12018, PAGE 643)

CPS NOTES:

The City of San Antonio as part of its electric and gas system (City Public Service Board) is hereby dedicated the easements and right-of-way for electric and gas distribution and service facilities in the areas designated on this plat as "Electric Easement", "Gas Easement", "Anchor Easement", "Service Easement", "Overhang Easement", "Utility Easement", and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and erecting poles, hanging or burying wires, cables, conduits pipelines or transformers, each with its necessary appurtenances; together with the right of ingress and egress over grantor's adjacent land the right to relocate said facilities within said easement and right-of-way areas and the right to remove from said land all trees or parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereto. It is agreed and understood that no buildings, concrete slabs, or walls will be placed within said easement areas.

Any CPS monetary loss resulting from modifications required of CPS equipment located within said easement, due to grade changes or ground elevation alterations shall be charged to the person or persons responsible for said grade changes or ground elevation alteration.

This plat does not amend, alter, release, or otherwise affect any existing electric, gas, water, sewer, drainage, telephone, cable easements or any other easements for utilities unless the changes to such easements are described below:

Concrete driveway approaches are allowed within the five (5) foot wide electric and gas easement when lots are served only by rear lot underground electric and gas facilities.

Roof overhangs are allowed within five (5) foot wide electric and gas easement when only underground electric and gas facilities are proposed or existing within those five (5) foot wide easement.

PLAT ESTABLISHING

ACME PARK SUBDIVISION

ESTABLISHING LOTS 15-21, BLOCK 6, N.C.B. 11379, CONSISTING OF 12.192 ACRES OF LAND BEING A 11.00 ACRE TRACT RECORDED IN VOLUME 12018, PAGE 643 AND A 1.03 ACRE TRACT RECORDED IN VOLUME 12579, PAGE 182, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

THIS PLAT OF ACME PARK SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS ___ DAY OF _____ A.D., 20 ___

BY _____ CHAIRMAN

BY _____ SECRETARY

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 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.

_____
REGISTERED PROFESSIONAL ENGINEER

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, EMPLOYEE OF FLORES & COMPANY CONSULTING ENGINEERS UNDER MY SUPERVISION.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF THIS 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, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

_____
OWNER

_____
DULY AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, MEHUL PATEL, 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., _____

_____
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I, _____, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT

THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ A.D., _____

AT _____ M. AND DULY RECORDED THE _____ DAY OF _____ A.D., _____ AT

_____ M. IN THE RECORDS OF _____ OF SAID COUNTY, IN BOOK

VOLUME _____ ON PAGE _____

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF

_____ A.D., _____

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____ DEPUTY

Flores & Company Inc.
Consulting Engineers
12915 Jones Maltsberger, Suite 401
San Antonio, Texas 78247
Phone 210.490.9963 Fax 210.490.0820

DEVELOPMENT SERVICES
RECEIVED
2011 APR 28 AM 9: 38

Flores & Company
Consulting Engineers, Inc.

April 21, 2011

Ms Elizabeth Carol
Development Services Department
Subdivision: Land Entitlements
City of San Antonio
1901 S. Alamo Street
San Antonio, Texas 78204

Re: Acme Park Subdivision
Plat No. 070579

Dear Ms. Carol:

Please accept this letter as our formal request for a time extension for Acme Park Subdivision, Plat No. 070579, which was approved by the City of San Antonio Planning Commission on October 22, 2008. A copy of the approved plat is attached for your reference.

In accordanc with Section 35-430(f) of the Unified Development Code of the City of San Antonio, the owner would like to request a time extension in order to fulfill the improvements required by the approval of the Acme Park Subdivision.

Completion of the improvements was due to the severe economic downturn in 2008. The owner is requesting an additional 3-year time extension of the plat in order to allow owner to secure funding and allow time for construction of the proposed improvements for Acme Park Subdivision.

We appreciate your time and consideration in this matter. Should additional information be required, please let us know.

Sincerely,
Flores & Company Inc.
Firm Certification No. F-1794

Thomas Flores

Thomas Flores & Company Inc.

Attachments
1. Tme Extension Application
2. Check
3. Plat

12915 Jones Maltsberger, Suite 401
San Antonio, Texas 78247

Phone 210.490.9963
Fax 210.490.0820

PLANNING COMMISSION
FLOODPLAIN PERMIT VARIANCE REQUEST

AGENDA ITEM NO: 16 **June 8, 2011**

INDIAN CREEK PH II **#FPV 11-006**

COUNCIL DISTRICT: 4
FERGUSON MAP GRID: 680 B-1
OWNER: City of San Antonio, by Dale Keller
CASE MANAGER: Donna L. Camacho, Planner (207-5016)

Location: Miller's Pond Tributary, south of Five Palms - between Indian Creek and Old Pearsall Road

Proposed Use: Widening and improvement to Miller's Pond Tributary

---

APPLICANT'S REQUEST:

The applicant has requested a variance to the flood plain requirement in conjunction with the building permit process.

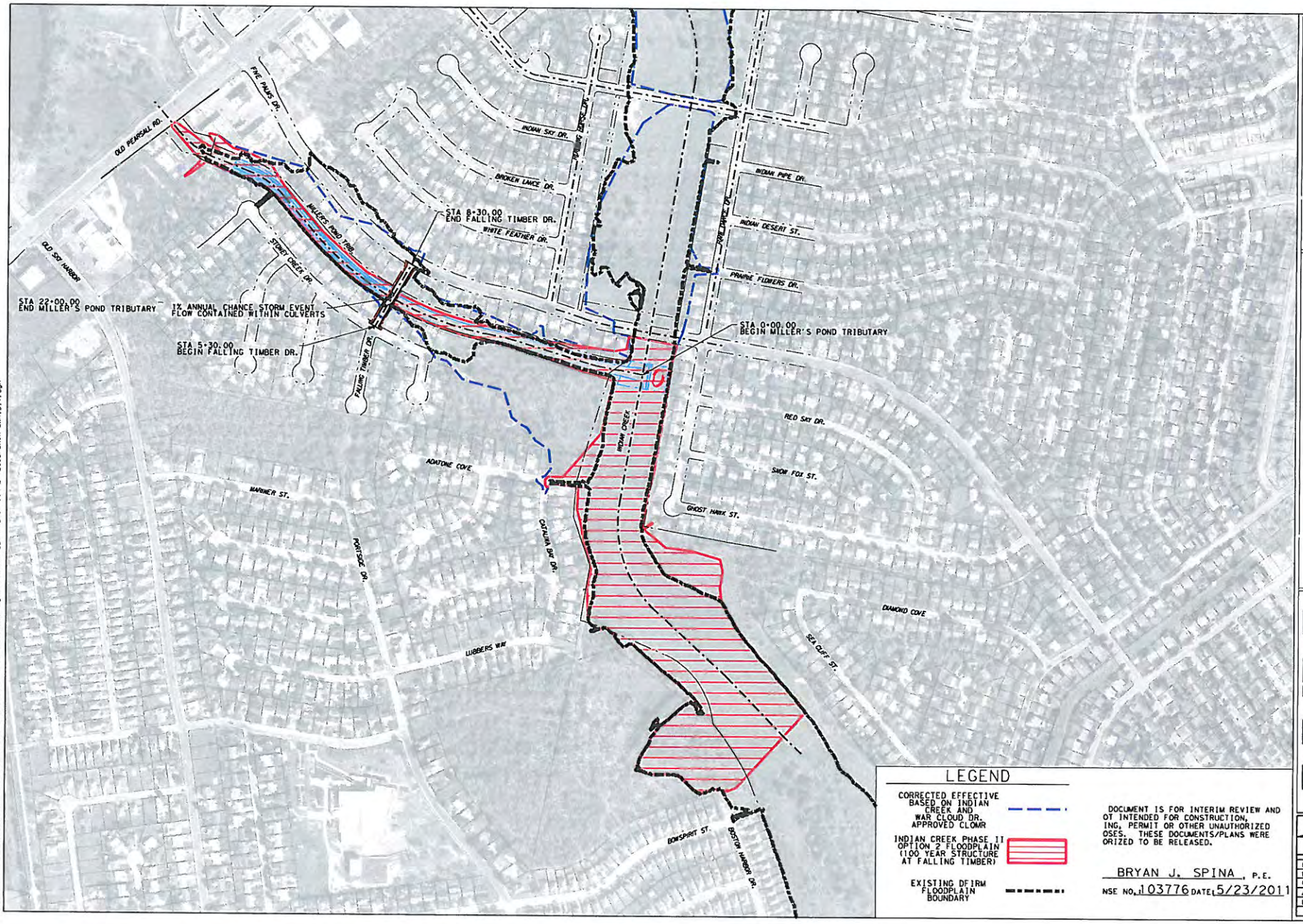
DISCUSSION:

The Department of Public Works cited Section 35-F133(c)(2) of the Unified Development Code regarding no construction activity that will result in a change in the alignment, width, or elevation of a FEMA designated 1% A.C. current conditions floodplain is allowed prior to a Conditional Letter of Map Revision (CLOMR) being submitted to FEMA when improvements are proposed and prior to commencement of construction in the floodplain. The Director of Public Works has responded to the variance request as indicated in the attached report and does not object to the granting of the variance.

STAFF RECOMMENDATION:

The Director of Public Works recommends approval of the floodplain variance request for the following reasons:

- This is a public drainage improvement project that will improve the current flooding situation in this general area.
- The expediency of having the improvements of this Capital Improvement project being completed will bring immediate relief to the adjacent property owners by removing them from the floodplain.
- The improvements will also provide unflooded access across a roadway bridge, which provides for the only access into the adjacent subdivision.
- A LOMR will be submitted to FEMA for their approval upon completion of the project.



LEGEND

CORRECTED EFFECTIVE BASED ON INDIAN CREEK AND WAR CLOUD DR. APPROVED CLOMR

INDIAN CREEK PHASE II OPTION 2 FLOODPLAIN (100 YEAR STRUCTURE AT FALLING TIMBER)

EXISTING DFIRM FLOODPLAIN BOUNDARY

DOCUMENT IS FOR INTERIM REVIEW AND OT INTENDED FOR CONSTRUCTION, ING, PERMIT OR OTHER UNAUTHORIZED OSES. THESE DOCUMENTS/PLANS WERE ORIZED TO BE RELEASED.

BRYAN J. SPINA, P.E.

NSE NO. 103776 DATE 5/23/2011

ATKINS

TBPE FIRM NO. 00424
18100 REUNION PLACE, SUITE 850
SAN ANTONIO, TX. 78216
PHONE: (210) 828-9494 FAX: (210) 828-7292

INDIAN CREEK PHASE II (MILLER'S POND TRIB. IMPROVEMENTS) OPTION 2 FLOODPLAIN MAP

LNV

TBPE FIRM NO. F-366
8918 TESORO DRIVE
SAN ANTONIO, TEXAS 78217

1 / 1

SCALE: 1" = 400'

SHEET NO:
DRAWN BY:
CHECKED BY:
APPROVED BY:
PROJECT NO: 002091.190.2
5/23/2011

\\SASTORAGE\sastorage\share\Projects\PBS&J\Indian Creek Phase 2\Drainage\INDIAN CREEK*PH2*OPTION 2 FLOODPLAIN EXHIBIT.dgn

DEVELOPMENT SERVICES
RECEIVED
2011 APR 27 AM 9:40

CITY OF SAN ANTONIO

P.O BOX 839966
SAN ANTONIO, TEXAS 78283-3966

April 26, 2011

Ms. Elizabeth Carol
Planning and Development Services Dept.
City of San Antonio
1901 S. Alamo
San Antonio, Texas 78024

RE: Indian Creek, Ph II

Dear Ms. Carol:

We would like to request a variance for the above mentioned project. Based on the current City of San Antonio Unified Development Code, we are seeking a variance for the section listed below.

- Chapter 35, Appendix F, Subdivision C, Section 35-F133 (c)(2) - No construction activity that will result in a change in the alignment, width, or elevation of a FEMA designated 1% A.C. current conditions floodplain is allowed prior to a Conditional Letter of Map Revision (CLOMR) being submitted to FEMA.

  We are requesting that the City of San Antonio (COSA) be allowed to proceed with the construction improvements of this project prior to a CLOMR being submitted to FEMA. The expediency of having the improvements of this Capital Improvement project being completed will bring immediate relief to the adjacent property owners by removing them from the flood plain. These improvements will also provide for unflooded access across a roadway bridge which provides for the only access into the adjacent subdivision. A LOMR will be submitted to FEMA for their approval upon completion of the project.

DEVELOPMENT SERVICES
RECEIVED
2011 APR 27 AM 9:40

Variance Approval Critieria:

The following items address the criteria required for submission of a variance as it relates to this project.

1. If the applicant complies strictly with the provisions of these regulations, he/she can make no reasonable use of his/her property; and

   The project would be unable to proceed as planned if we were to comply strictly with the current regulations and the variances were denied.

2. The hardship relates to the applicant's land, rather than personal circumstance; and

   The hardship is related to the existing physical constraints of the land and floodplain.

3. The hardship is unique, or nearly so, rather than one shared by many surrounding Properties; and

   The hardship is unique to this project and not shared by the surrounding properties.

4. The hardship is not the result of the applicant's own actions; and

   The hardship is not a result of the City of San Antonio's actions, but due to the existing conditions of the project site.

5. The granting of the variance will not be injurious to the other property and will not prevent the orderly subdivision of the other property in the area in accordance with these regulations.

   The granting of the variance will not cause any adverse impact to the neighboring property owners or subdivisions, in fact, the granting of the variance will allow channel improvements to be made that will remove approximately 28 properties from the 100 year flood (1% chance of exceedence) and provides for an unflooded access, via Falling Timber Drive bridge, to the adjacent subdivision.

Sincerely,

City of San Antonio

Dale Keller, P.E.

CITY OF SAN ANTONIO

FLOOD PLAIN DEVELOPMENT PERMIT

FOR OFFICE USE ONLY

Application Number 11-115 **Date** 4/7/2011 **Permit** 2011115

TO MAINTAIN COMPLIANCE WITH THE FLOOD PLAIN ORDINANCE REGULATIONS AND TO ELIMINATE OR MINIMIZE FLOOD DAMAGE POTENTIAL TO THE PROPOSED DEVELOPMENT, YOU ARE HEREBY DIRECTED TO CONSTRUCT YOUR PROPOSED DEVELOPMENT IN ACCORDANCE WITH THE FOLLOWING SPECIAL PROVISIONS:

- ☐ **For residential structures, the lowest floor (including basement) must be elevated to _____ feet mean sea level.**
- ☐ **For non-residential structures, the lowest floor (including basement) must be elevated or floodproofed to _____ feet mean sea level.**
- ☐ **Permittee must submit an elevation certificate from a registered professional engineer or surveyor that the finished floor level of each structure has been constructed at the specified elevation.**
- ☐ **For non-residential floodproofing, a registered professional engineer or architect must certify that the floodproofing methods are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood.**
- ☑ **Other provisions:**

This permit has been denied as the proposed development does not meet the following City of San Antonio Unified Development Code (UDC) requirements:

--Chapter 35, Appendix F, Subdivision C, Section 35-F133 (c)(2)-No construction activity that will result in a change in the alignment, width, or elevation of a FEMA designated 1 % A.C. current conditions floodplain is allowed prior to a Conditional Letter of Map Revision

(CLOMR) being submitted to FEMA.

Is Additional Information Required? No

Are other Federal, State, or Local Permits required? Yes

Permit Application - Reviewed By: K M Rahman

WARNING:

The flood hazard boundary maps and other flood data used by the Flood Plain Administrator in evaluating flood hazards to proposed developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of this permit does not imply that land outside the areas of special flood hazards or that the uses permitted within such areas will be free from flooding or flood damages due to local conditions. Construction standards required by this permit are the minimum standards deemed necessary to minimize or eliminate flood damage, but reliance on these minimum standards shall not create liability on the part of the City, the Flood Plain Administrator or any officer or employee of the City of San Antonio in the event flooding or flood damage does occur.

Permittee Initial

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS
Interdepartmental Correspondence Sheet

TO: Dale Keller, P.E., Project Management Engineer

FROM: Nefi Garza, P.E., CFM 5/17/11
Assistant Director of Public Works

COPIES TO: K.M. Rahman, P.E., CFM, Storm Water Engineer

SUBJECT: Floodplain Variance
SWE# 15503 – Indian Creek, Phase II

DATE: May 16, 2011

Our department has been in review of the Indian Creek Phase II proposed as a Capital Improvement Project (CIP). Our department will **support** a variance to the following City of San Antonio Unified Development Code (UDC) section for this project:

1. The proposed development does not meet the following City of San Antonio Unified Development Code (UDC) requirement:
   - Appendix F, Subdivision C, Section 35-F133 (c) (2) – No construction activity that will result in a change in the alignment, width, or elevation of a FEMA designated 1% A.C. current conditions floodplain is allowed prior to a Conditional Letter of Map Revision (CLOMR) being submitted to FEMA.

2. As the proposed development does not meet the above UDC requirements, a variance to the UDC section will be required prior to Public Works releasing a Floodplain Development Permit for construction associated with this project.

3. The justifications for our support of the above variance are as follows:
   - This is a public drainage improvement project that will improve the current flooding situation in this general area.
   - The expediency of having the improvements of this Capital Improvement project being completed will bring immediate relief to the adjacent property owners by removing them from the floodplain.
   - The improvements will also provide unflooded access across a roadway bridge, which provides for the only access into the adjacent subdivision.
   - A LOMR will be submitted to FEMA for their approval upon completion of the project.

If the variance is approved by the Planning Commission, Public Works/Storm Water Engineering Division will issue a floodplain development permit. If you have additional questions, please contact Milton Rahman at (210) 207-5012 or via email at K.Rahman@sanantonio.gov.

Attm(s): Exhibit 1-Floodplain Map

KMR 5/16/11

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS
Interdepartmental Correspondence

TO: Amelia Hartman, Chairperson
City of San Antonio Planning Commission

FROM: Nefi Garza, PE, CFM 5/17/11
Assistant Director of Public Works

SUBJECT: Floodplain Variance Request: FPV- 11-006
for Indian Creek, Phase II

DATE: May 16, 2011

The Storm Water Engineering Division of the Department of Public Works has reviewed a request for a variance to the floodplain regulations found in Appendix F of the City of San Antonio Unified Development Code (UDC). This request was submitted in association with the above development by Mr. Dale Keller, P.E. with the City of San Antonio Capital Improvements Management Services.

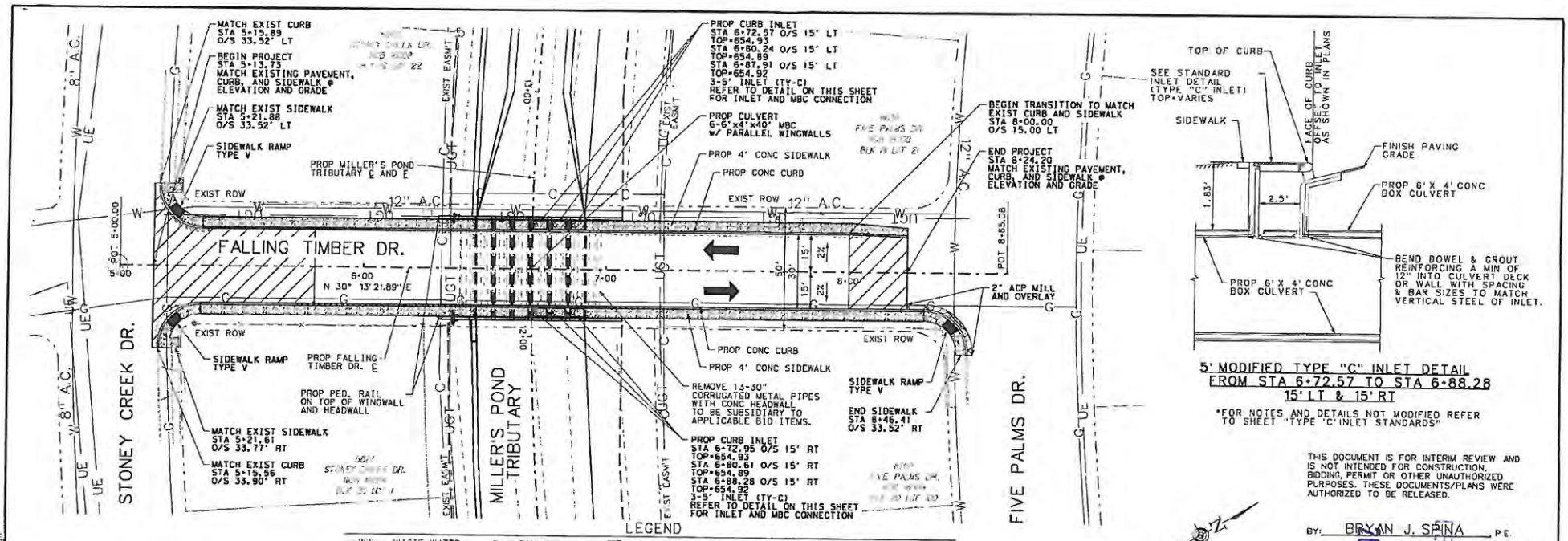
The variance requested is from:

- Appendix F, Subdivision C, Section 35-F133 (c)(2) The following development will not be allowed in the regulatory floodplain: (3) Street or access construction does not provide all weather access;

Public Works **supports** the requested variance from the Unified Development Code. Our justifications and understandings are outlined on the attached letter addressed to Dale Keller, P.E., Project Management Engineer.

Please contact K.M. Rahman, P.E., CFM at (210) 207-5012 or myself at (210) 207-7785 should you have any further questions or require any additional information.

KMR 5/16/11

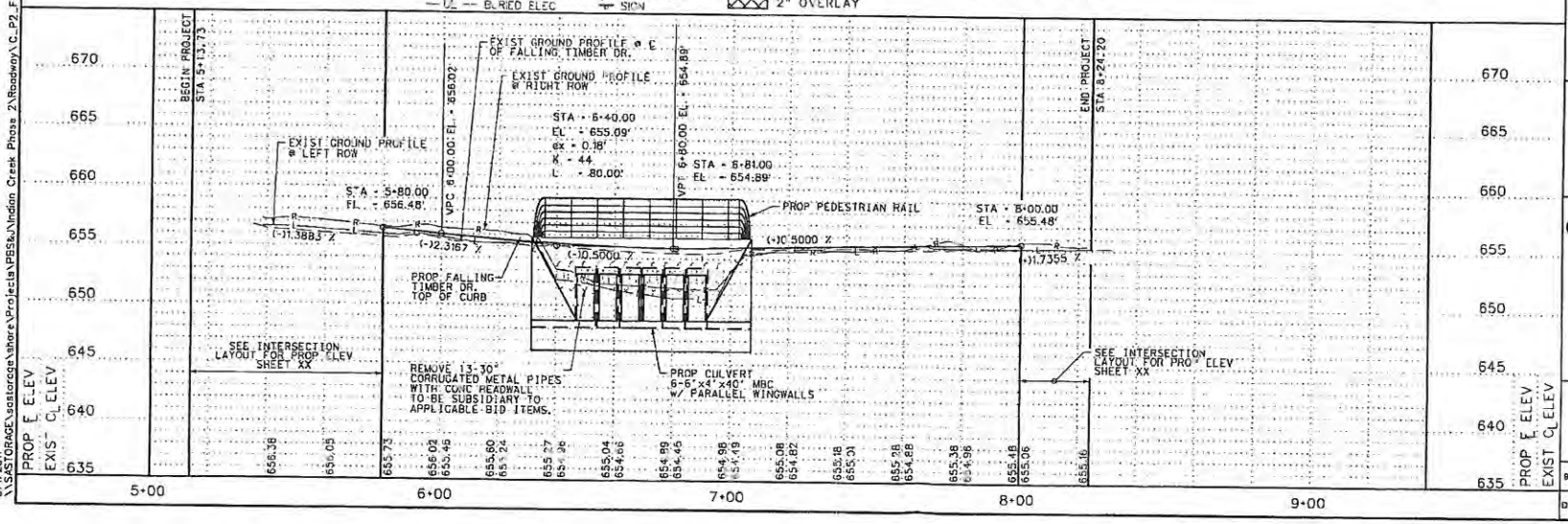


5' MODIFIED TYPE "C" INLET DETAIL
FROM STA 6+72.57 TO STA 6+88.28
15' LT & 15' RT

*FOR NOTES AND DETAILS NOT MODIFIED REFER TO SHEET "TYPE 'C' INLET STANDARDS"

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, PERMIT OR OTHER UNAUTHORIZED PURPOSES. THESE DOCUMENTS/PLANS WERE AUTHORIZED TO BE RELEASED.

BY: BRYAN J. SPINA P.E.
LICENSE NO. 103776 DATE: 4/14/2011



LNV
TBPE FIRM NO. F-384
8914 TESORO DRIVE
SAN ANTONIO, TEXAS 78217

PBS&J
TBPE FIRM NO. 00474
8000 IH 10 WEST, UNION PLACE, SUITE 650
SAN ANTONIO, TX 78230
PHONE (210) 525-9494 FAX (210) 525-7262

INDIAN CREEK PHASE II
(MILLER'S POND TRIBUTARY IMPROVEMENTS)

FALLING TIMBER DR.
PLAN & PROFILE

SHEET 1 OF 1

HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=10'
0 20 40
SCALE IN FEET

85% SUBMITTAL	PROJECT NO.:		DATE: 4/14/2011
DRAWN BY:	DSGN BY:	CHKD BY:	SHT NO.:

5/1/2011
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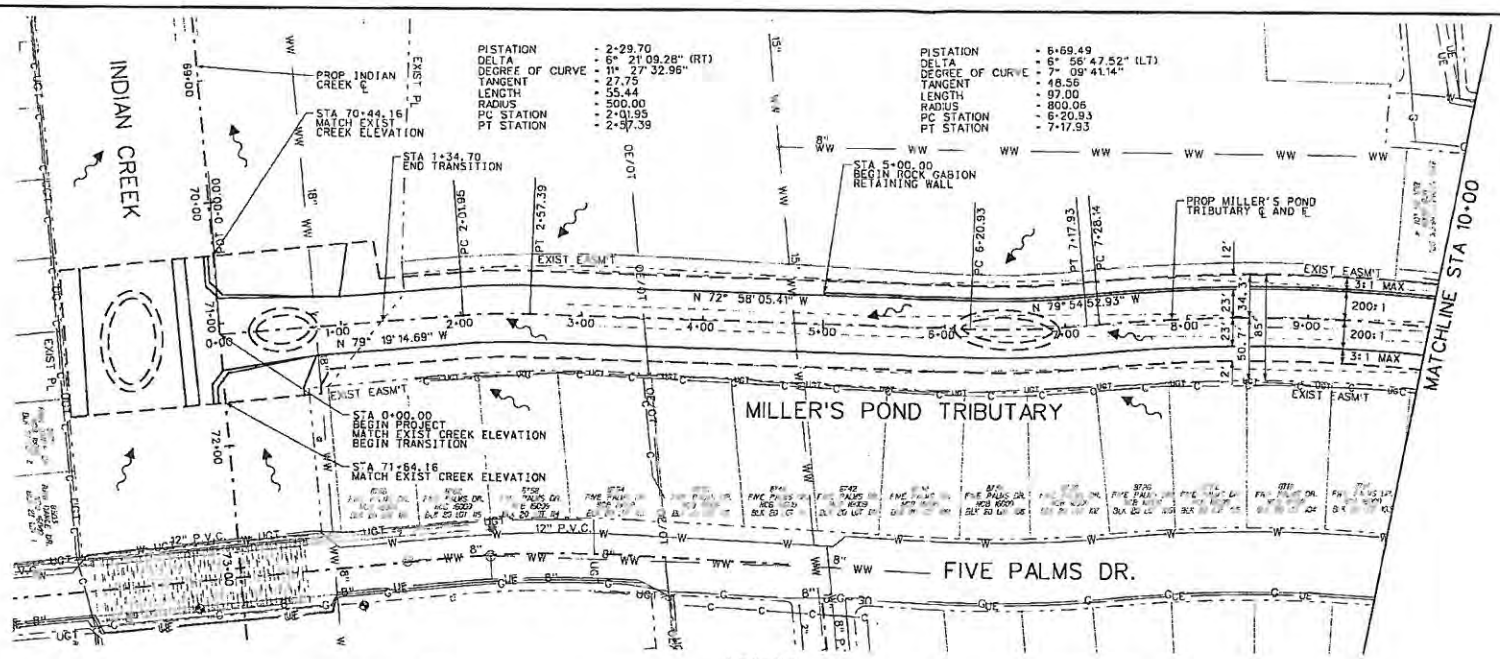
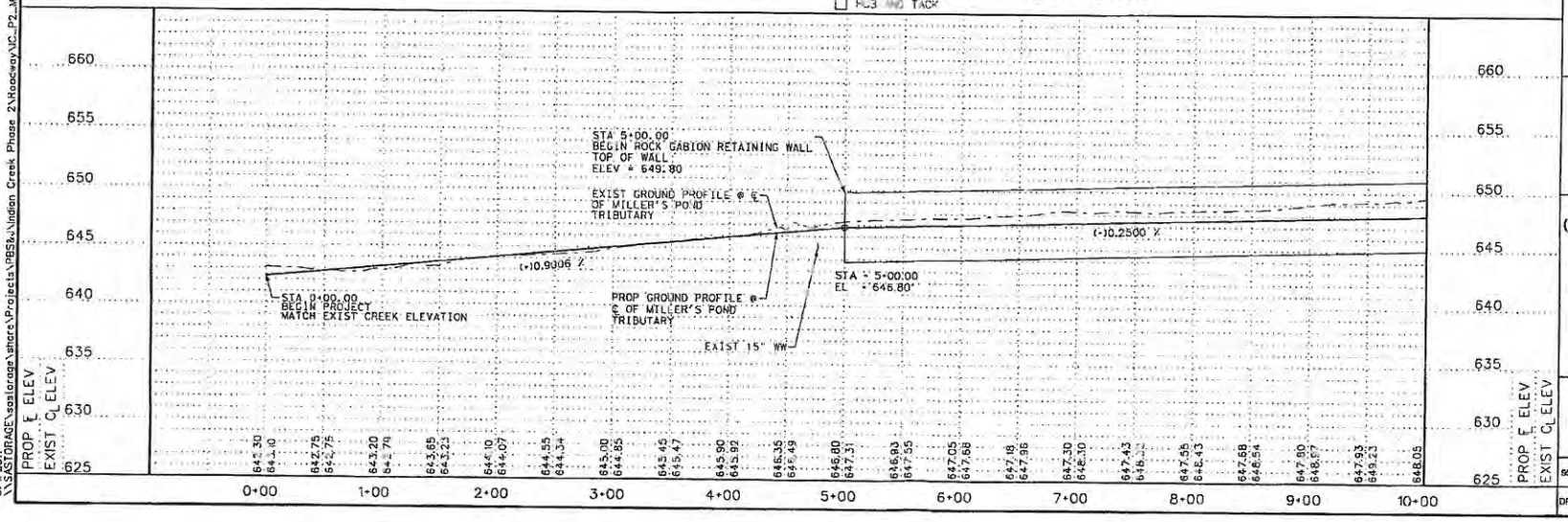


LEGEND

— WW — WASTE WATER	— UE — UNDERGROUND ELEC	WATER VALVE	TEL JUNCTION BOX	FLOW LINE
— W — WATER	— C — UNDERGROUND CABLE	GAS VALVE	ELEC JUNCTION BOX	AQUATIC DEPRESSIONS
— G — UNDERGROUND GAS	FIRE HYDRANT	TEL PEDESTAL	CABLE TV PEDESTAL	MATCH EXIST LINE
— UGT — UNDERGROUND TEL	POWER POLE	SIGN	SANITARY SEWER MANHOLE	CENTERLINE
— OE — OVERHEAD ELEC	WATER METER	GUY WIRE	STORM SEWER MANHOLE	FLOW ARROW
			HUB AND TACK	



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BY: BRYAN J. SPINA, P.E.

LICENSE NO.: 103776 DATE: 4/14/2011

LNV
TBPE FIRM NO. F-396
2918 TESORO DRIVE
SAN ANTONIO, TEXAS 78217

PBS&J
TBPE FIRM NO. 00474
18100 PRESTON ROAD, SUITE 658
SAN ANTONIO, TX. 78216
PHONE: (210) 828-9494 FAX: (210) 828-7282

INDIAN CREEK PHASE II
(MILLER'S POND TRIBUTARY IMPROVEMENTS)

MILLER'S POND TRIBUTARY PLAN & PROFILE STA 0+00 TO STA 10+00

SHEET 1 OF 3

HORIZ. SCALE: 1"=100'
VERT. SCALE: 1"=10'
0 50 100
SCALE IN FEET

95% SUBMITTAL	PROJECT NO.:		DATE: 4/14/2011
DRAWN BY:	DSGN BY:	CHKD BY:	SHT NO.:

5/1/2011
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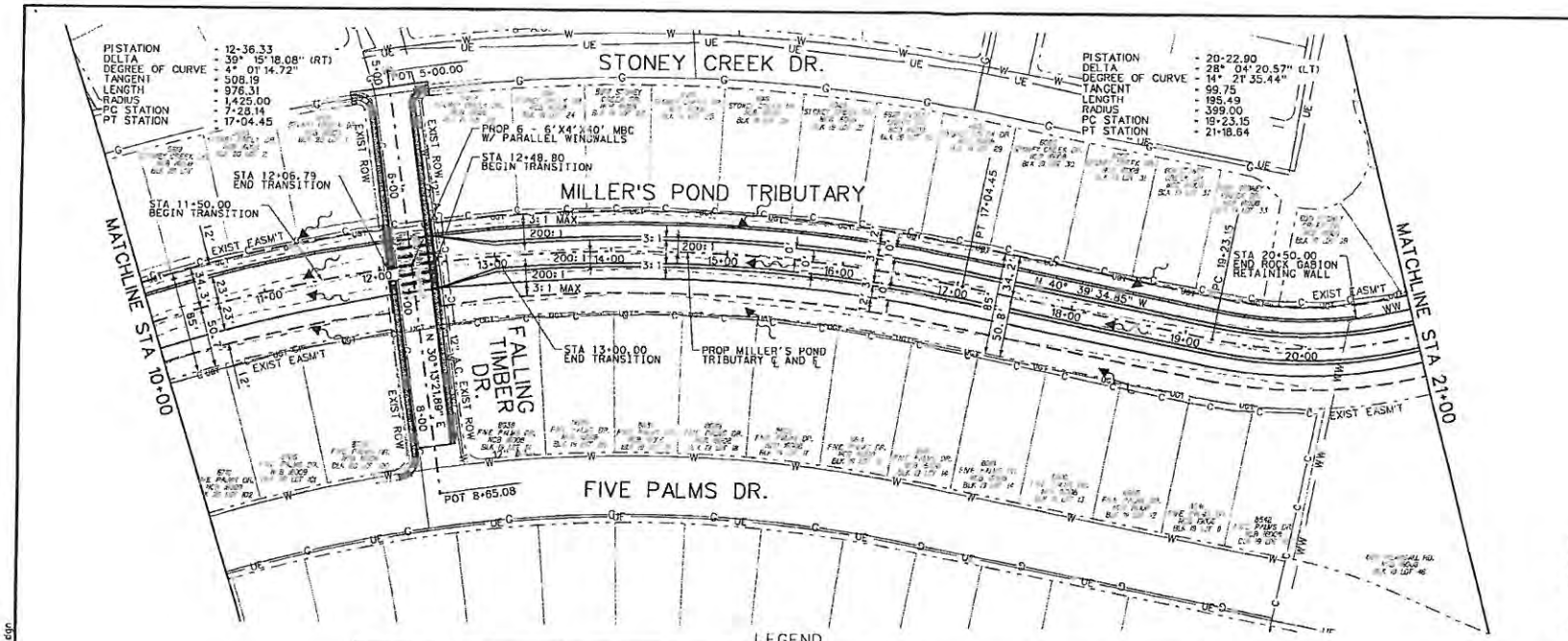
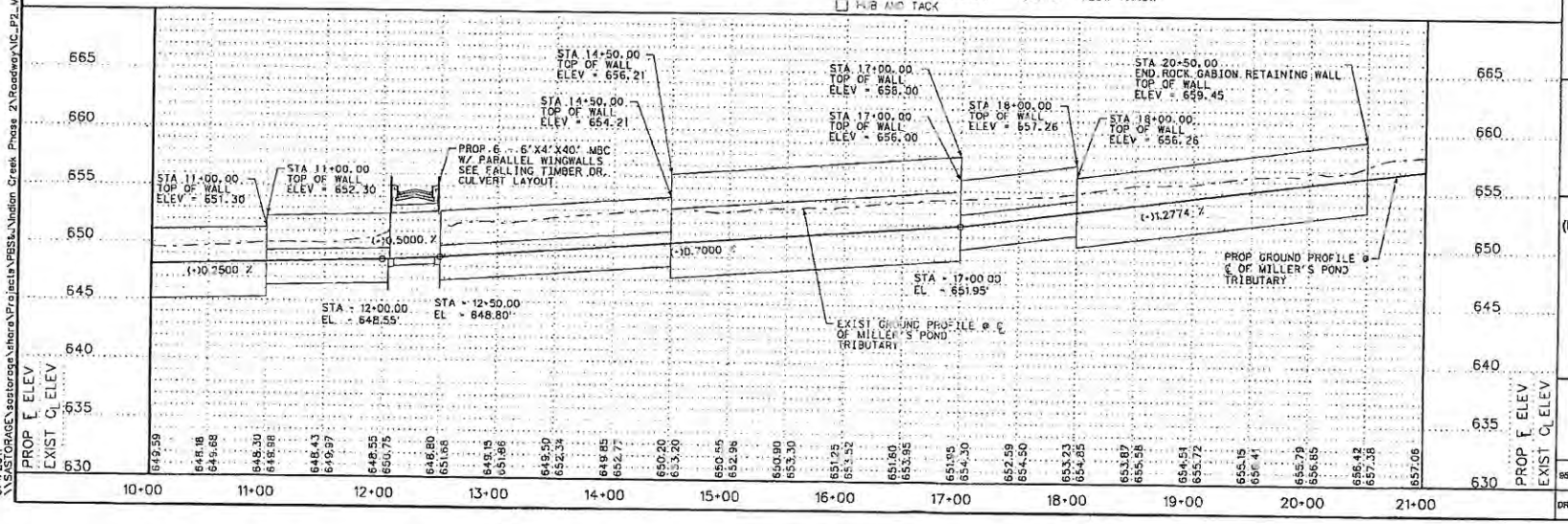


LEGEND

WW — WASTE WATER	UE — UNDERGROUND ELEC	WATER VALVE	TEL JUNCTION BOX	FLOW LINE
W — WATER	C — UNDERGROUND CABLE	GAS VALVE	ELEC JUNCTION BOX	AQUATIC DEPRESSIONS
G — UNDERGROUND GAS	FIRE HYDRANT	TEL PEDESTAL	CABLE TV PEDESTAL	MATCH EXIST LINE
UGT — UNDERGROUND TEL	POWER POLE	SIGN	SANITARY SEWER MANHOLE	CENTERLINE
OE — OVERHEAD ELEC	WATER METER	GUY WIRE	STORM SEWER MANHOLE	FLOW ARROW
			HUB AND TACK	



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BY: BRYAN J. SPINA, P.E.

LICENSE NO.: 103776 DATE: 4/14/2011

LNV
TBPE FIRM NO. F-366
8918 TESORO DRIVE
SAN ANTONIO, TEXAS 78217

PBS&J
TBPE FIRM NO. 60474
12100 REDMON PLACE, SUITE 858
SAN ANTONIO, TX 78216
PHONE: (210) 829-9494 FAX: (210) 828-7262

INDIAN CREEK PHASE II
(MILLER'S POND TRIBUTARY IMPROVEMENTS)

MILLER'S POND TRIBUTARY
PLAN & PROFILE
STA 10+00 TO STA 21+00

SHEET 2 OF 3

HORIZ. SCALE: 1"=100'
VERT. SCALE: 1"=10'
0 50 100
SCALE IN FEET

95% SUBMITTAL	PROJECT NO.:		DATE: 4/14/2011
DRAWN BY:	DSGN BY:	CHKD BY:	SHT NO.:

5/1/2011
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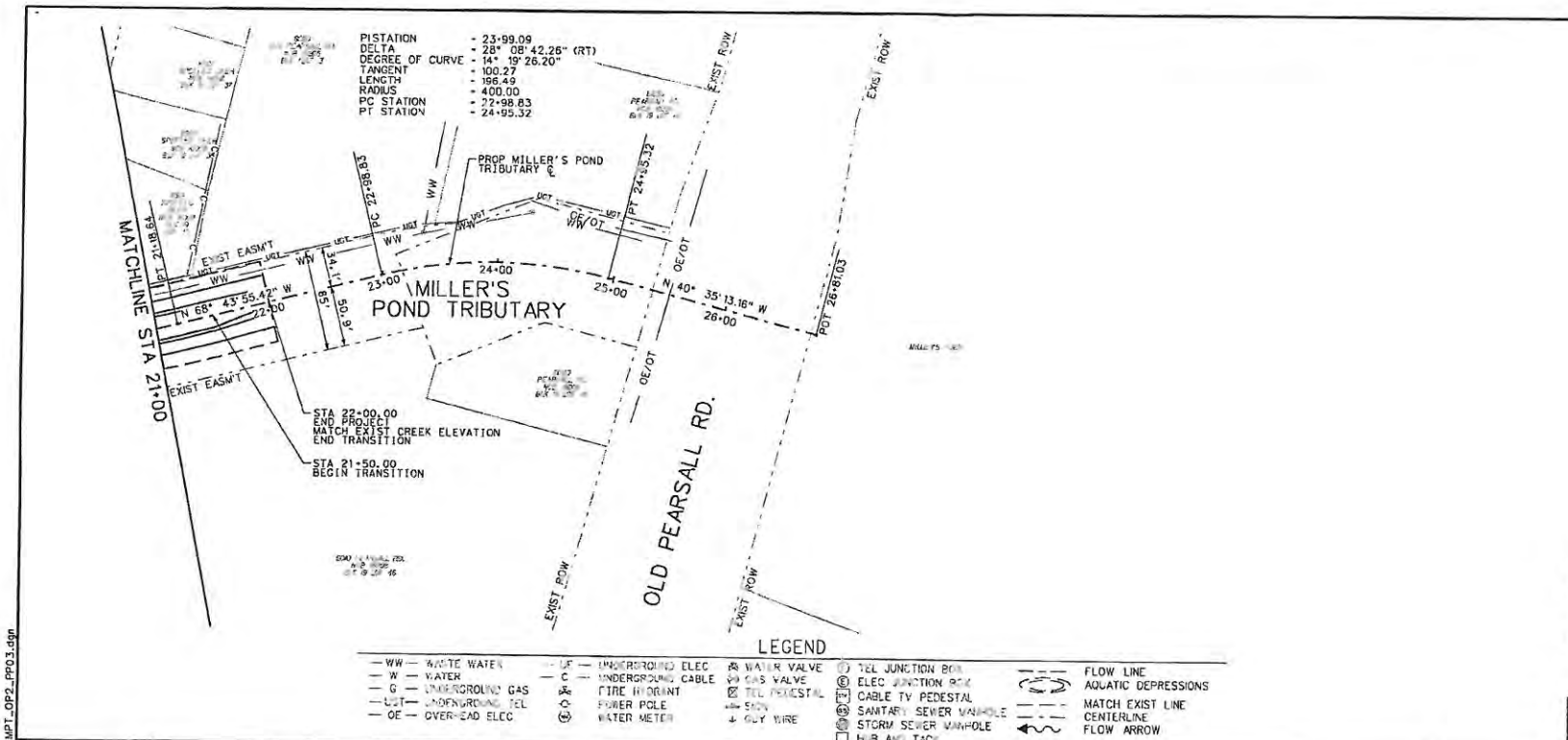

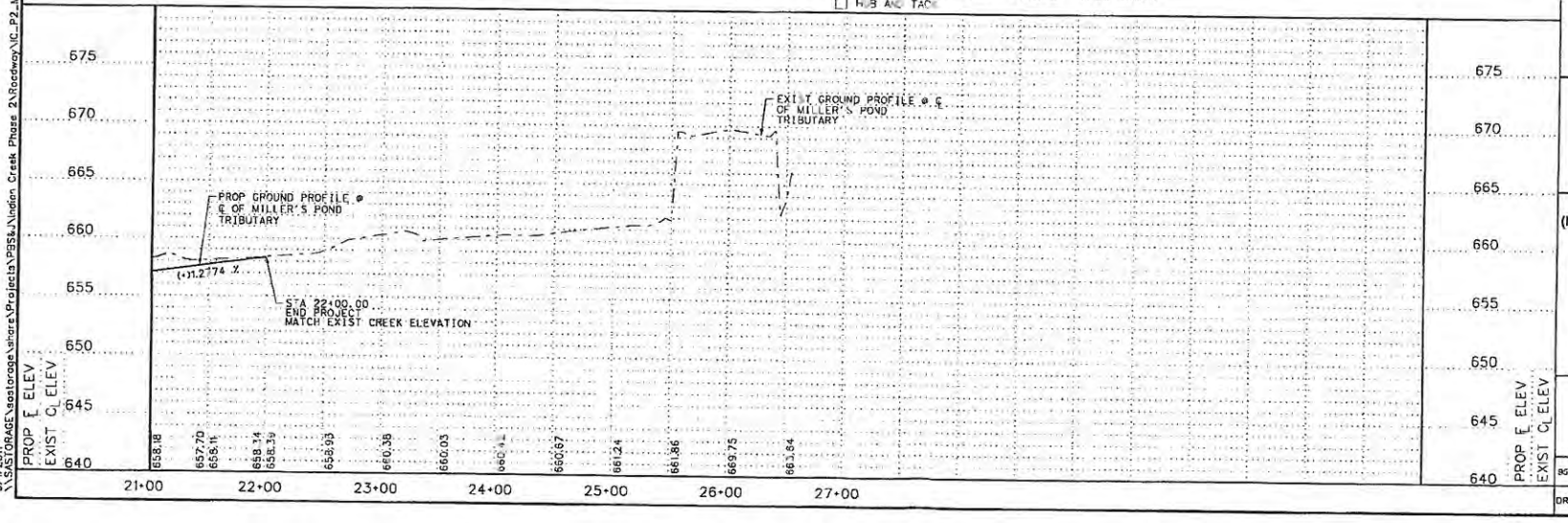

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BY: BRYAN J. SPINA, P.E.

LICENSE NO.: 103776 DATE: 4/14/2011

LNV
TBPE FIRM NO. F-358
8715 TESORO DRIVE
SAN ANTONIO, TEXAS 78217

PBS&J
TBPE FIRM NO. 00474
18100 REUNION PLACE, SUITE 650
SAN ANTONIO, TX. 78216
PHONE: (210) 828-9494 FAX: (210) 828-7262

INDIAN CREEK PHASE II
(MILLER'S POND TRIBUTARY IMPROVEMENTS)

MILLER'S POND TRIBUTARY PLAN & PROFILE STA 21+00 TO STA 26+18.03

SHEET 3 OF 3

HORIZ. SCALE: 1"=100'
VERT. SCALE: 1"=10'
0 50 100
SCALE IN FEET

95% SUBMITTAL	PROJECT NO.:		DATE: 4/14/2011
DRAWN BY:	DSGN BY:	CHKD BY:	SHT NO.:

5/1/2011
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Item No. 17

CITY OF SAN ANTONIO
CAPITAL IMPROVEMENTS MANAGEMENT SERVICES
INTERDEPARTMENTAL CORRESPONDENCE SHEET

TO: Planning Commission

FROM: Mike Etienne, Ph.D., Assistant Director, Real Estate

COPIES TO: Mike Frisbie, P.E., Director of Capital Improvements Management Services

SUBJECT: S.P. 1561 North East ISD request to close, vacate and abandon an unimproved 15' portion of right of way on West Avenue

DATE: May 23, 2011

PETITIONER: North East Independent School District
8961 Tesoro Drive
San Antonio, TX 78217

Staff is requesting that this item be placed on the Planning Commission meeting agenda of June 8, 2011.

BACKGROUND

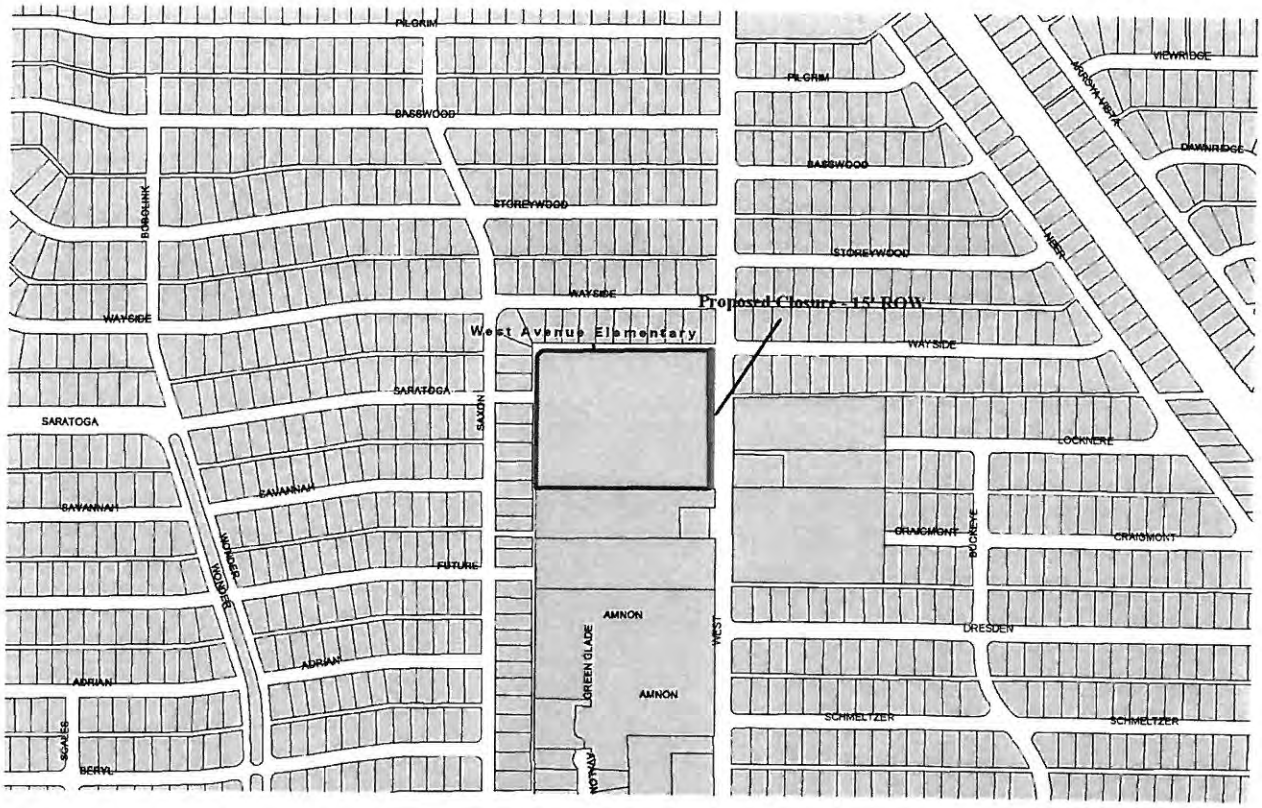
Petitioner is requesting the closure, vacation and abandonment of an unimproved 15' wide portion of public right of way located at 3915 West Avenue between Wayside and Amnon Drive in NCB 11684, Council District 1.

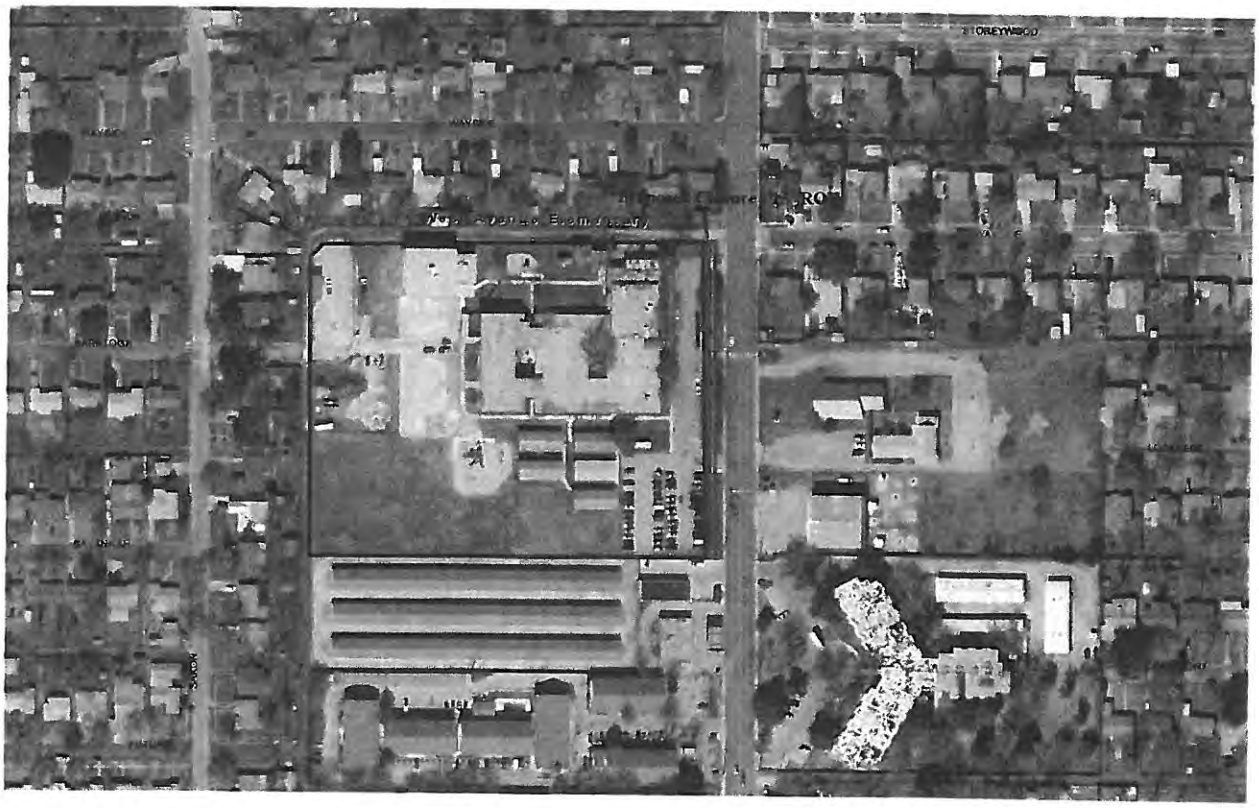
COORDINATION AND FINANCIAL IMPACT

In compliance with City procedures, petitioner's request has been canvassed through interested City departments, utilities and applicable agencies. An Executed Letter of Agreement by which the petitioner agrees with all fees and conditions imposed through this canvassing is attached for your review.

CONCLUSION AND RECOMMENDATION

Staff recommends approval of this request.





SP 1561 – NEISD Request to close, vacate and abandon a 15' right-of-way along the frontage of West Avenue Elementary @ 3915 West Avenue

GRADING KEYNOTES

GENERAL NOTE:

1. CONTRACTOR SHALL REMOVE ALL SILT & DEBRIS FROM EXISTING DRAINAGE SYSTEM AND FLUSH CLEAN TO ENSURE POSITIVE DRAINAGE FROM GRATE INLETS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO BEGINNING WORK.
3. ALL WASTE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND IT SHALL BE HIS SOLE RESPONSIBILITY TO DISPOSE OF THIS MATERIAL OFF THE LIMITS OF THE SITE TO A STATE LICENSED LANDFILL. CONTRACTOR WILL BE REQUIRED TO PROVIDE DOCUMENTATION WHERE DISPOSED MATERIAL IS TAKEN TO. THE OWNER WILL NOT BE HELD LIABLE FOR WASTE MATERIAL.
4. CONTRACTOR IS REQUIRED TO SET AND VERIFY ALL PROJECT ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. "MATCH EXISTING" SHALL BE INTERPRETED TO SIGNIFY THE SAME MATERIALS AS WELL AS VERTICAL AND HORIZONTAL ALIGNMENT.
5. GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSION & GRADE CONDITIONS (BOTH NEW AND EXISTING). HE SHALL REPORT ANY DISCREPANCIES TO THE PROJECT ARCHITECT BEFORE PROCEEDING WITH ANY PHASE OF THE WORK AS HE WILL BE RESPONSIBLE FOR ALL WORK AS INTENDED BY THE DRAWINGS AND SPECIFICATIONS.
6. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY.
7. BARRICADES AND WARNING SIGNS SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND GENERALLY BE LOCATED TO AFFORD MAXIMUM PROTECTION TO THE PUBLIC AS WELL AS CONSTRUCTION PERSONNEL AND EQUIPMENT AND TO ASSURE AN EXPEDITIOUS TRAFFIC FLOW AT ALL TIMES DURING CONSTRUCTION.
8. ANY EXISTING OFF-SITE IMPROVEMENTS OR UTILITIES REMOVED, DAMAGED OR UNSAFELY BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE ENGINEER AND APPROVED BY THE PROJECT ARCHITECT AT THE CONTRACTOR'S EXPENSE.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION, ANY DAMAGES DONE TO EXISTING FENCES, CURBS, CONCRETE DRIVEWAYS, SIDEWALK STRUCTURES, PAVEMENT, ETC. THAT ARE NOT INDICATED TO BE REMOVED. AN INVENTORY OF EXISTING CONDITIONS SHALL BE CONDUCTED WITH CONTRACTOR AND PROJECT ARCHITECT PRIOR TO DEMOLITION.
10. THE CONTRACTOR SHALL MAINTAIN CONTINUAL ALL UTILITY SERVICES (GAS, TELE., CATV, ELEC., WATER, SEWER, STORM SEWER, ETC.) TO THE EXISTING FACILITIES & BUILDINGS. WHERE CONSTRUCTION IS IN THE PROXIMITY OF A UTILITY, THE CONTRACTOR WILL TAKE PRECAUTION TO PROTECT AND/OR SUPPORT THE UTILITY.
11. CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
12. NOTIFY OWNER AND ARCHITECT 72 HOURS IN ADVANCE OF UTILITY SHUTDOWN.
13. ADJUST ALL EXISTING VALVES & UTILITIES TO REMAIN TO FINISH GRADE. REFERENCE GRADING & UTILITY PLANS.

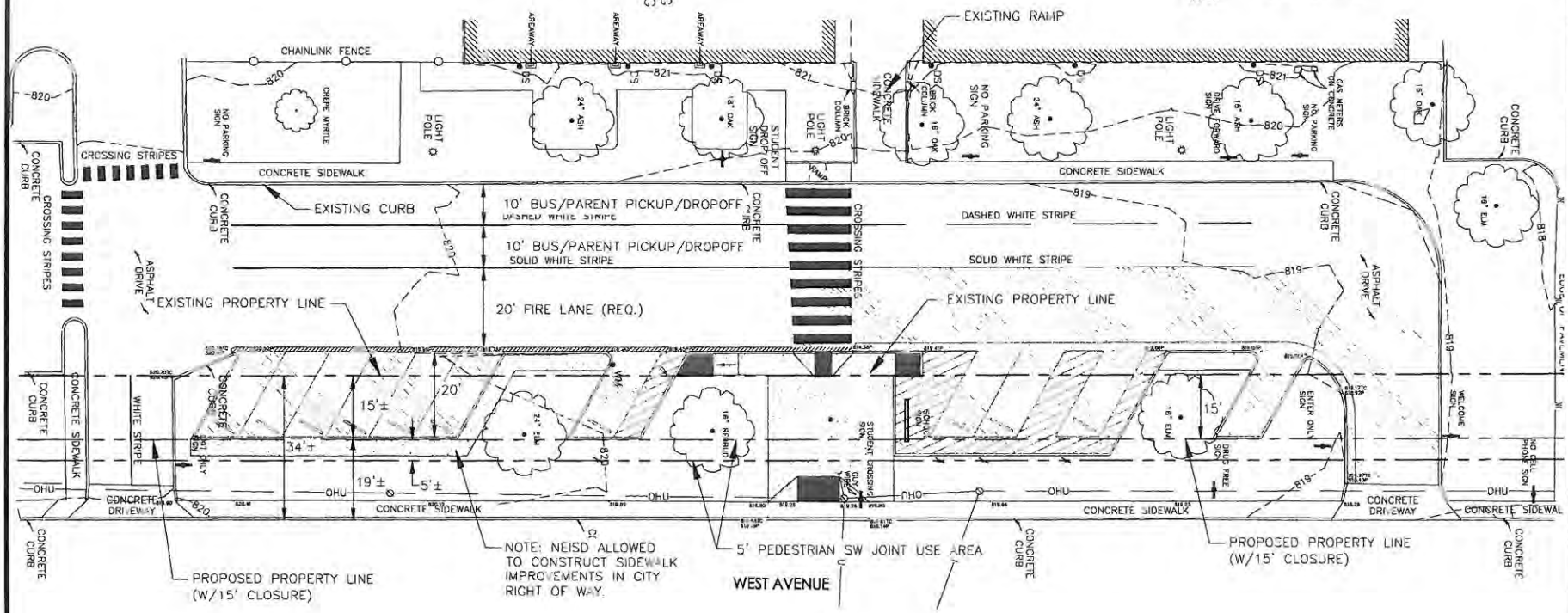
TRENCH EXCAVATION SAFETY PROTECTION:

CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEES OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS, AND/OR PROCEDURES SHALL PROVIDE ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, CURRENT OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEES OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH CURRENT OSHA STANDARDS, INCLUDING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

LEGEND

- NEW FLEXIBLE PAVEMENT
- NEW CONCRETE FLATWORK
- NEW RIGID PAVEMENT
- PROPERTY LINE
- + 822.97 EXISTING SPOT ELEVATION
- 822.97 PROPOSED ELEVATION
- 1004 EXISTING CONTOUR
- 1004 NEW CONTOUR
- CHAINLINK FENCE
- FLOW LINE
- PROPOSED FIRE HYDRANT
- PROPOSED TRAFFIC SIGN
- GRADE BREAK
- RCP REINFORCED CONCRETE PIPE
- AS ALUMINIZED STEEL PIPE
- PVC POLYVINYL CHLORIDE PIPE
- INV INVERT ELEVATION OF PIPE
- TOW TOP OF WALL ELEVATION
- TOB TOP OF BARRIER ELEVATION
- TOG TOP OF GRATE ELEVATION
- TC TOP OF CURB
- G GUTTER
- TSW TOP OF SIDEWALK
- E.S.M.T. EASEMENT
- E.C.T.CATV ELECTRIC, GAS, TELEPHONE & CABLE TV
- R.O.W. RIGHT OF WAY
- HP HIGH POINT
- SIDEWALK RAMP
- DRAINAGE FLOW ARROW

SCALE: 1"=10'



NO.	DATE	REVISIONS DESCRIPTION	BY

PROJ. #	DSN BY	DWN BY	CHKD BY	DATE
11001	A.S.	E.A.	E.L.	MAY 2011

MR
May Tarin Ramirez Engineers, LLC
• Engineers • Surveyors • Planners
FIRM TBPE NO. F-3187
FIRM TBPLS NO. 10194300
9375N. CHAMPION PATH, SUITE 100
SAN ANTONIO, TEXAS 78217
P.O. (210) 616-2651
Fax (210) 616-2660

WEST AVENUE ELEMENTARY SCHOOL PARKING IMPROVEMENTS

GRADING AND DRAINAGE PLAN

CONSTRUCTION PLANS

SHEET

C2.0

COPY

CITY OF SAN ANTONIO

CAPITAL IMPROVEMENTS MANAGEMENT SERVICES
P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966
Telephone (210) 207-4032

May 13, 2011

North East ISD
Garrett Sullivan
c/o Raymond Tarin Jr., P.E.
12770 Cimarron Path, Suite 100
San Antonio, TX 78249

Re: S.P. No. 1561- Request to close, vacate and abandon a 15' portion of public right of way abutting 3915 West Avenue, NCB 11684

Dear Mr. Sullivan,

With reference to the captioned project, please be advised that the City of San Antonio has now completed the canvassing process and will recommend approval of your request subject to the following conditions.

CPS Energy: Petitioner must agree to reserve a perpetual easement for all existing electrical and/or gas facilities and agrees to allow perpetual access to any such utilities for inspection, operational and maintenance purposes or may seek the relocation of the facilities with the express permission and coordination with City Public Service and at the sole expense of the petitioner.

Planning & Development: The property must be platted, as applicable, in the Unified Development Code, per section 35-430.

Public Works: Traffic Engineering – The vacation and abandonment will be limited to 15' of right of way being granted to NEISD for the planned improvements. The remaining requested 10' will remain a public use right of way. A revised plan will need to be submitted to the Department of Public Works, Attn: Valerie Esparza, for final review prior to the item being approved.

Capital Improvements Management Services

- The closure, vacation and abandonment of these Public Rights of Way will be authorized by a City Ordinance.
- Petitioner asserts that all evidence of ownership of property abutting the Public Rights of Way proposed to be closed, vacated and abandoned by the City of San Antonio is true and correct.
- The petitioner acknowledges that the property will be accepted in its 'as is' condition.

- Petitioner agrees to reserve a perpetual easement for all existing overhead, surface or subsurface utilities within the Public Right of Way proposed to be closed, including but not limited to: electrical, water, sewer, telephone, cable, fiber optic conduit, etc. Petitioner agrees to allow perpetual access to any such utilities or may seek the relocation of a specific utility with the express permission and coordination of the respective owner of the utility and at the sole expense of the petitioner.
- The fee established for this closure if $19,011.22. This fee has been waived per the Director of Capital Improvements Management Services based on 37-11(d) (1) *Petitioner originally granted the subject public right-of-way at no cost; e.g. by dedication through plat or other instrument;* and (3) *Petitioner has a federal income-tax exemption under section 501(c) of the federal Internal Revenue Code.*

This Letter of Agreement is being offered by City of San Antonio only to the petitioner named above and will expire thirty (30) days after date of issuance unless a specific extension is requested by the petitioner and granted by the City.

If you concur with the above mentioned conditions, please countersign this letter in the spaces provided below and return to the undersigned. *Upon receipt of this executed Letter of Agreement we will continue processing your request.*

Sincerely,

Marcia Shelf Orlandi
Real Estate Manager

AGREED AS TO TERMS AND CONDITIONS:

PETITIONER:

By

Garrett J. Sullivan

Print Name

Executive Director, North East ISD
Construction Management & Engineering

Title

May 13, 2011

Date

City of San Antonio
Capital Improvements Management Services Department

June 8, 2011

Request to close, vacate and abandon a 15' portion of right of way on West Avenue

Petitioner: North East ISD

Planning Item

- The North East Independent School District is requesting the closure, vacation and abandonment of a 15' portion of right of way abutting 3915 West Avenue in NCB 11684

Background

- North East Independent School District (NEISD) constructed a new gymnasium for West Elementary within the past year
- This is considered a *significant event* triggering a project review by the Texas Department of Licensing and Regulation
- The school was cited under the Americans with Disabilities Act for not having enough ADA parking spaces

Background

- To comply with ADA regulations, West Elementary needs parking spaces to the front of the building
- Bus and fire lanes require most of the space available
- Current ADA spaces are limited to parallel parking without a necessary 'safe zone' to enter/exit

Background

- NEISD is requesting the closure, vacation and abandonment of an unimproved 15' wide portion of public right of way located at 3915 West Avenue between Wayside and Amnon Drive in NCB 11684

- The space will be used to provide head-in parking with a safety zone and additional spaces to meet ADA regulations

NEISD – West Elementary @ 3915 West Avenue

NEISD – West Elementary
@ 3915 West Avenue

Coordination:

- Project has been canvassed through all interested City Departments and Utility Agencies.
- Project received conditional approval.
- Petitioner has agreed to comply with all conditions.

Fiscal Impact

- The fee established for this closure is $19,011.22
- This fee has been waived based on Municipal Code 37-11(d) (1):

  Petitioner originally granted the subject public right-of-way at no cost; and (3) Petitioner has a federal income-tax exemption under section 501(c) of the federal Internal Revenue Code

Recommendation

- Staff recommends approval to close, vacate and abandon a 15' wide public right of way located at 3915 West Avenue between Wayside and Amnon Drive in NCB 11684

RESOLUTION # _____

A RESOLUTION SUPPORTING THE CLOSURE, VACATION AND ABANDONMENT OF A 15' PORTION OF RIGHT OF WAY ON WEST AVENUE IN NCB 11684

* * * * *

WHEREAS, the City Charter has empowered the Planning Commission to approve certain transactions as consistent with the Master Plan; and

WHEREAS, the City Code further subjects approval of street closures to public hearing and approval by act of City Council; and

WHEREAS, North East Independent School District filed an application requesting closure of a 15' portion of right of way located at 3915 West Avenue between Wayside and Amnon Drive in NCB 11684; and

WHEREAS, after careful consideration and deliberation, the Planning Commission has elected to support the application and recommend its hearing and approval by City Council; and

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:

SECTION 1. The Planning Commission recommends City Council approve the attached application seeking closure of a 15' portion of right of way located at 3915 West Avenue between Wayside and Amnon Drive in NCB 11684.

SIGNED this 8th day of June, 2011

_____

Amelia Hartman, ***Chair***

Attest:

_____

Executive Secretary
San Antonio Planning Commission

Item No. 18

CITY OF SAN ANTONIO

CAPITAL IMPROVEMENTS MANAGEMENT SERVICES
INTERDEPARTMENTAL CORRESPONDENCE SHEET

TO: Planning Commission — Individual Consideration Agenda

FROM: Marcia Shelf Orlandi, Real Estate Manager, Real Estate Division MSO

COPY: Mike Etienne, PhD/Assistant Director, Capital Improvements Management Services Department

SUBJECT: S. P. No. 1563 – Request to declare as surplus and sell a vacant parcel City-owned property

DATE: May 23, 2011

PETITIONERS: Armando Santiago Jr. and Theresa Ybanez de Santiago
1438 Napier Avenue
San Antonio, Texas 78214

Staff is requesting that this item be placed on the Individual Consideration Agenda for the Planning Commission meeting on 6/8/2011.

BACKGROUND

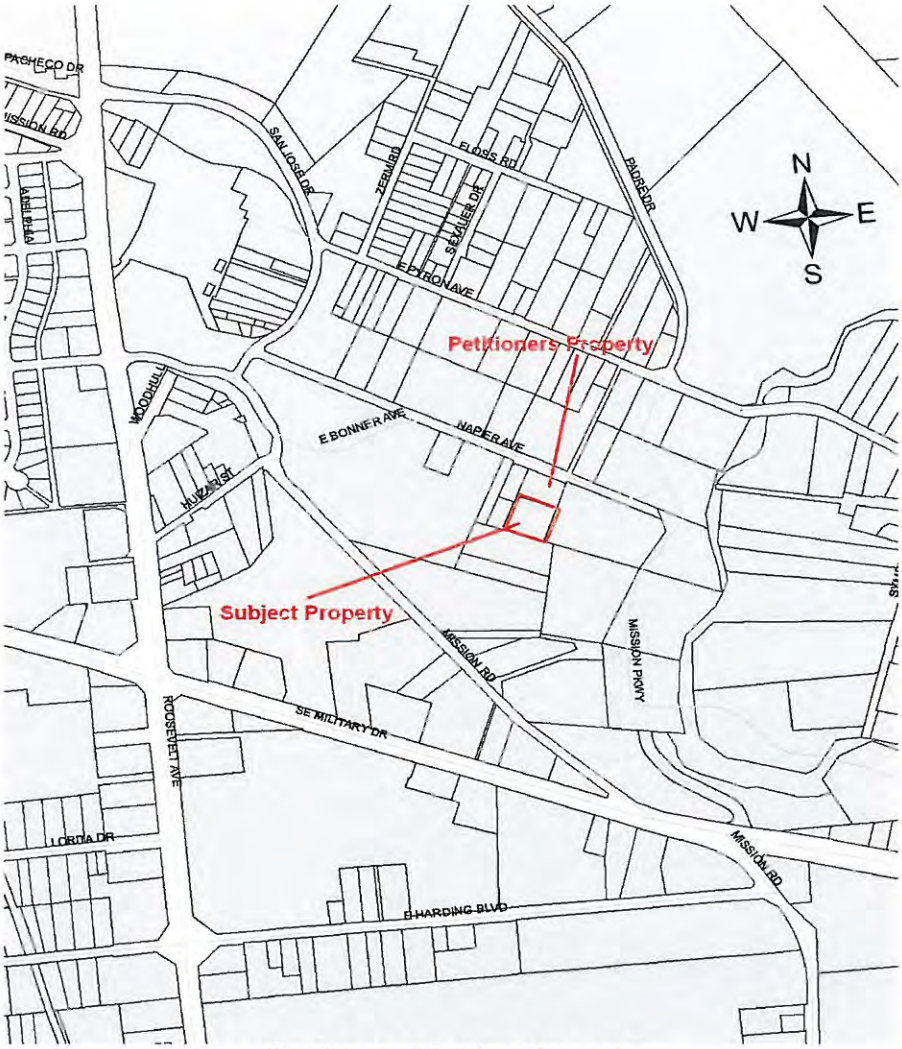
Armando Santiago Jr. and Theresa Ybanez de Santiago (Petitioners) are requesting for the City of San Antonio to declare as surplus and sell them a vacant 0.736-acre (32,076 square feet) parcel of City-owned property within New City Block 7657 in City Council District 3, as shown on the attached Exhibit "A." The property is located between Mission Parkway and San Jose Drive south of the petitioners' property at 1438 Napier Avenue. If approved, the petitioners will incorporate this property with their adjacent property and maintain it. The subject property was advertised to the public in the San Antonio Business Journal on Friday, February 25, 2011 and Friday, March 11, 2011. The City of San Antonio will receive $18,000.00 for the sale of this property. This property will be conveyed through a Deed Without Warranty.

COORDINATION AND FINANCIAL IMPACT

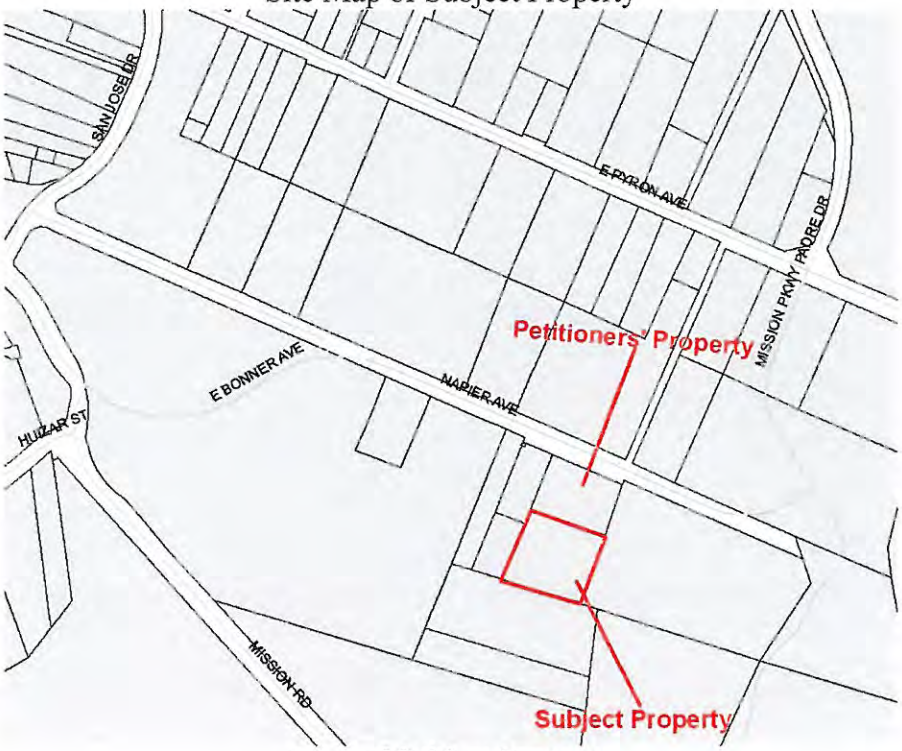
In compliance with City procedures, this request has been canvassed through interested City departments, public utilities and applicable agencies. A copy of the contract with all the conditions imposed is attached for your review.

CONCLUSION AND RECOMMENDATION

Staff recommends approval of this request.



Site Map of Subject Property



Map of Subject Property

Exhibit "A"

Aerial Photograph of Subject Property

Exhibit "A"

METES AND BOUNDS
TRACT III

0.736 acres (32,076 square feet) out of Lots 13 and 14, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and also being out of a 10.097 acres tract to the City of San Antonio recorded in Volume 5748, Page 113, of the Official Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: from a ½" iron pin found at the Southeast corner of the remainder of Lot 26, EL PALMAR SUBDIVISION, according to plat thereof recorded in Volume 9562, Page 92, of said Deed and Plat Records of Bexar County, Texas, said point also being in the West line of Tract "D", SARAH BOWEN SUBDIVISION, recorded in Volume 642, Page 185, of said Deed and Plat Records of Bexar County, Texas, for the Northeast corner of herein described tract;

THENCE: S 21° 32' 07" W, along the West line of said Tract "D", a distance of **152.37 feet**, to a ½" iron pin set, for the Southeast corner of herein described tract;

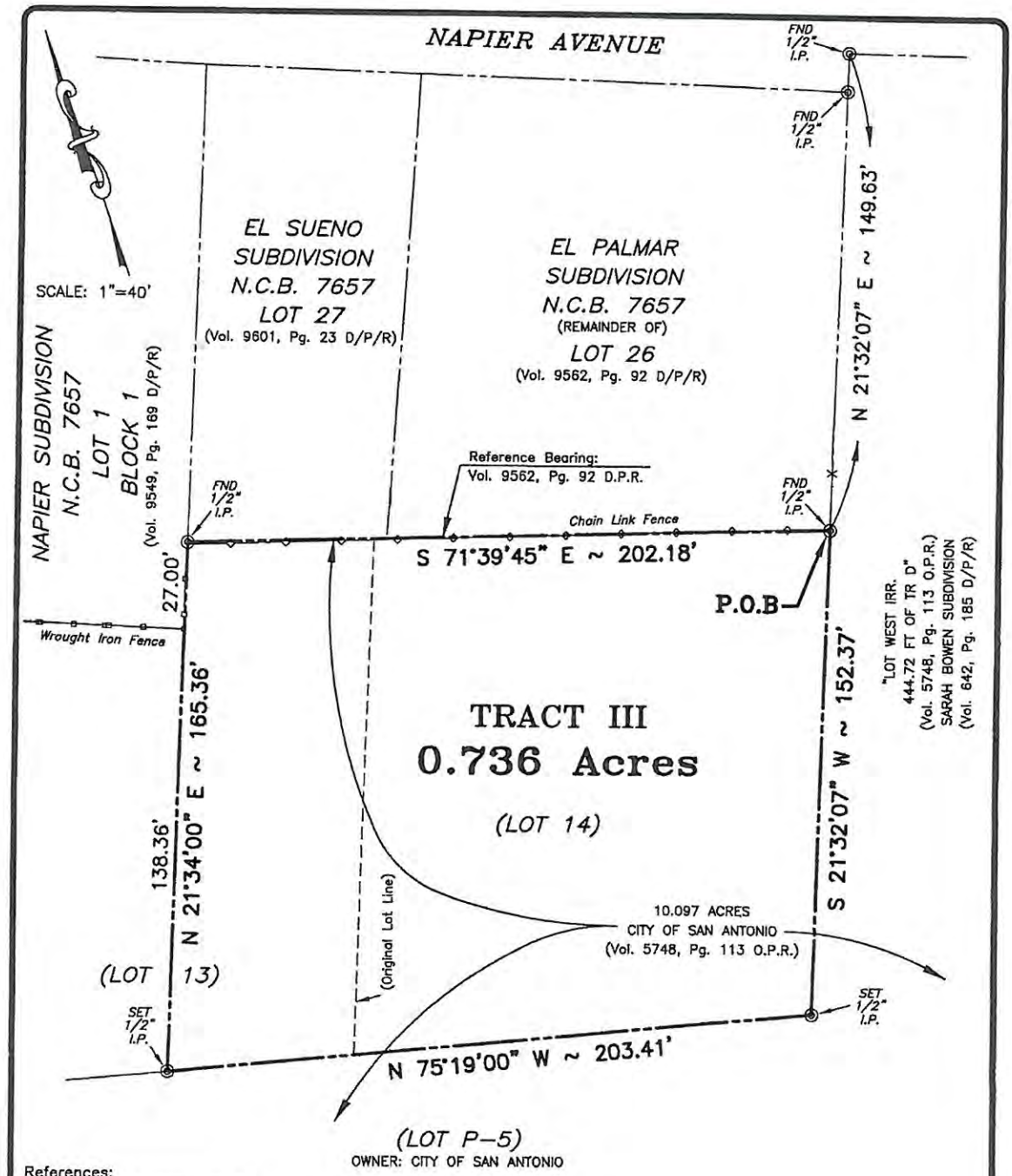
THENCE: N 75° 19' 00" W, a distance of **203.41 feet** to a ½" iron pin set, for the Southwest corner of herein described tract;

THENCE: N 21° 34' 00" E, a distance of **165.36 feet**, to a ½" iron pin found in the East line of Lot 1, Block 1, NAPIER SUBDIVISION, according to plat thereof recorded in Volume 9549, Page 169, of said Deed and Plat Records of Bexar County, Texas, said point also being the Southwest corner of Lot 27, EL SUENO SUBDIVISION, recorded in Volume 9601, Page 23, of said Deed and Plat Records of Bexar County, Texas, for the Northwest corner of herein described tract;

THENCE: S 71° 39' 45" E (Bearing of Reference), along the South lines of said Lot 26 and Lot 27, a distance of **202.18 feet** to the **POINT OF BEGINNING**, and containing **0.736 Acres** of land more or less.

Job Number 11007-III
(See Attached Drawing)

Sia Sayyadi, R.P.L.S.
March 25, 2011



References:
Vol. 368, Pg(s). 241 D/P/R

PLAT SHOWING: **TRACT III:** 0.736 acres, out of Lots 13 & 14, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and being more particularly described in attached metes and bounds.

This Survey is not valid without an original seal and signature.

I hereby certify that the above plat has been prepared according to an actual survey made on the ground under my supervision.

SCALE 1"=40'
J.O. 11007-III
TITLE CO. –
G.F. # –
DATE OF COMMITMENT –

	DATE	BY
FIELD WORK	03/19/11	M.F./A.O
DRAFTING	03/23/11	K.K.
FINAL CHECK	03/25/11	S.S.
UP DATE		
REVISED		

SIA ENGINEERING, INC.
6977 SAN PEDRO AVE.
SAN ANTONIO, TEXAS 78216-6245
(210) 341-5500 FAX (210) 308-0662

Real Estate Sales Contract
(Napier // Santiago)

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Authorizing Ordinance:

Authority for Sale: Local Government Code § 272.001(a)

Seller: City of San Antonio

Address: CIMS Department, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director)

Phone: 207-6971

Email: Marcia.ShelfOrlandi@sanantonio.gov

Buyer: Armando Santiago Jr. and Theresa Ybanez de Santiago

Address: 1438 Napier, San Antonio, Texas 78214

Property: Approximately 0.736 acres out of Lots 13 and 14, NCB 7657 as more particularly described on the attached Exhibit A.

Title Company: Alamo Title Company

Address: 1602 N. Loop 1604 West, Suite 101 (Attn: J. Christopher Varley)

Purchase Price: $18,000

Earnest Money: $1,500

Buyer's Liquidated Damages: $1,500

Effective Date: The date the Title Company acknowledges receipt of a fully executed copy of this agreement

County for Performance Bexar County, Texas

1. Deadlines and Other Dates.

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or federal or local holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. Time is of the essence.

1.01.	Earnest Money Deadline	5	Days after the Effective Date
1.02.	Updated Title Commitment	15	Days after the Effective Date
1.03.	Delivery of Title and Survey Objections	15	Days after Delivery of both Survey and Title Commitment
1.04.	End of Inspection Period	45	Days after the Effective Date
1.05.	Closing Date	10	Day after end of Inspection Period
1.06.	Closing Time		10:00 AM

The deadlines may be altered by the mutual agreement of the parties. The Assistant Director for Real Estate of the Capital Improvements Management Services Department may consent to such changes on behalf of Seller without further authorization of City Council.

2. Closing Documents.

2.01. At closing, Seller will deliver the following items:

Deed Without Warranty

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

2.02. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Purchase Price

2.03. The documents listed above are collectively known as the "Closing Documents." Unless otherwise agreed by the parties in writing before closing, the deed will be substantially in the form attached as **Exhibit C**.

3. Exhibits.

The following are attached to and are part of this contract for all purposes as if fully set forth:

Exhibit A—Description of the Land

Exhibit B—Representations

Exhibit C—Form of Deed

4. Purchase and Sale of Property.

Seller will sell and convey the Property to Buyer, and Buyer will buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

5. Earnest Money.

5.01. Buyer must deposit the Earnest Money with the Title Company no later than the Earnest Money Deadline.

5.02. Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money. Accrued interest is a credit against the purchase price at closing.

5.03. Buyer must deliver the Earnest Money in immediately available funds to Title Company and obtain Title Company's signature before the Earnest Money Deadline for this contract to be effective. Immediately available funds are those available for use immediately upon receipt and do not include funds represented by a check or similar instrument that must clear the institution on which it is drawn.

6. Title and Survey.

6.01. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: **Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.**

6.02. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

6.03. *Survey.* Seller will provide, at Seller's expense, a survey of the Property.

6.04. *Delivery of Title Commitment.* Seller must deliver the Title Commitment to Buyer by the deadlines stated in section 1.

6.06. *Title Objections.* Buyer has until the deadline stated in section 1. ("Title Objection Deadline") to review the Survey, Title Commitment, and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment

to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that this contract is terminated. In the absence of such timely notice, Buyer must proceed to close, waiving its objections. At or before closing, Seller must cure the Title Objections that Seller has agreed to cure.

7. Inspection Period.

7.01. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, if any, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;

b. Buyer may not unreasonably interfere with existing operations or occupants of the Property;

c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

d. If the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;

e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days of their preparation or receipt; and

f. Buyer must abide by any other reasonable entry rules imposed by Seller.

7.02. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period.

7.03. *Buyer's Indemnity and Release of Seller*

a. *Indemnity.* Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection.

b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

8. Representations.

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

9. Condition until Closing; No Recording of Contract.

9.01. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property.

9.02. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within 15 days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). If Buyer does not terminate this contract, Seller will convey the Property to Buyer in its damaged condition.

9.03. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or

otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within 15 days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

9.04. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

10. Termination.

10.01. *Disposition of Earnest Money after Termination*

a *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer.

b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

10.02. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

11. Closing.

11.01. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

e. Buyer need not close if Seller cannot or does not deliver marketable title at closing. If Buyer does not close for want of marketable title, the earnest money is returned to Buyer.

11.02. *Transaction Costs*

a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; and Seller's expenses and attorney's fees.

b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the cost to obtain the Survey; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; the costs to obtain financing of the Purchase Price, including the incremental premium

costs of mortgagee's title policies and endorsements and deletions required by Buyer's lender; and Buyer's expenses and attorney's fees.

c. *Ad Valorem Taxes.* Seller is not a taxpayer. Seller assumes no responsibility for ad valorem taxes for any period, rollback or otherwise.

d. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

e. *Brokers' Commissions.* Buyer and Seller each represent to the other that they have not acted or omitted to act in any way that could give rise to an entitlement to a commission for the transaction to which this agreement relates except as noted at the beginning. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

11.03. *Issuance of Title Policy.* Seller will, at its expense, cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

12. Default and Remedies.

12.01. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination.* Buyer may terminate this contract by giving notice to Seller on or before the expiration of the Inspection Period and have the Earnest Money returned to Buyer.

b. *Liquidated Damages.* If Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, subject to appropriation of adequate funds by Council, Seller will also pay to Buyer as liquidated damages the lesser of Buyer's actual out-of-pocket expenses incurred to investigate the

Property after the Effective Date or the amount of Buyer's Liquidated Damages, within ten days of Seller's receipt of an invoice from Buyer stating the amount of Buyer's expenses.

12.02. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

a. *Termination; Liquidated Damages.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract or the amount of Seller's Additional Liquidated Damages, within 10 days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses.

b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

12.03. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

13. Prohibited Interests in Contracts.

13.01 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

(i) a City officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

13.02 Buyer warrants and certifies as follows:

(i) Buyer and its officers, employees and agents are neither officers nor employees of the City.

(ii) Buyer has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

13.03 Contractor acknowledges that City's reliance on the above warranties and certifications is reasonable.

14. Dispute Resolution.

14.01 As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

14.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

14.03 Mediation must be conducted in San Antonio, Bexar County, Texas.

14.04 The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

14.05 If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

14.06 Mediator fees must be borne equally.

14.07. The parties need not mediate before going to court for either party to seek emergency injunctive relief.

15. Miscellaneous Provisions.

15.01 *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, state of Texas. **THE CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS, REMEDIES, AND OBLIGATIONS ARISING THEREUNDER ARE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

15.02 *Severability.* If any portion hereof is determined to be invalid or unenforceable, such determination does not affect the remainder hereof.

15.03 *Successors.* This Agreement inures to the benefit of and is binding on the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

15.04 *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

15.05 *Modification.*

15.05.01. This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to the foregoing, any of the terms of this Agreement may be modified at any time by the party entitled to the benefit thereof, but no such modification, express or implied, affects the right of the modifying party to require observance of either (i) the same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

15.05.02 The Director of Capital Improvement Management Services may, without further action of City Council, agree on behalf of Seller to extensions of deadlines or other non-material modifications to the rights and obligations of the parties under this Agreement.

15.06 *Third Party Beneficiaries*. This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

15.07 *Notices*. Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is given only upon actual receipt. Address for notice may be changed by giving notice hereunder.

15.08 *Pronouns*. In construing this Agreement, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Agreement, not to any particular provision of it.

15.09 *Captions*. Paragraph captions in this Agreement are for ease of reference only and donot affect the interpretation hereof.

15.10 *Counterparts*. This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one

agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

15.11 *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, shall alter the rights or obligations of the parties as contained in this agreement

15.12. *Assignment.* With Seller's consent, which is not to be unreasonably withheld, Buyer may assign this contract and Buyer's rights under it only to an entity in which Buyer can, directly or indirectly, direct or cause the direction of its management and policies, whether through the ownership of voting securities or otherwise. Any other assignment is void.

15.13. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing survive termination of this contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control.

15.14. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

15.15. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

15.16 *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

15.17 *Waiver of Consumer Rights.* **Buyer Waives Its Rights Under The Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 *et seq.* of The Texas Business and Commerce Code, A Law That Gives Consumers Special Rights and Protections. After Consultation With an Attorney of Its Own Selection, Buyer Voluntarily Consents To This Waiver.**

15.18. *Incorporation by Reference.* All exhibits to this Agreement are incorporated into it by reference for all purposes as if fully set forth.

16. Public Information.

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

In Witness Whereof, the parties have caused their representatives to set their hands.

Seller:	**Buyer:**
City of San Antonio, a Texas municipal corporation	**Armando Santiago Jr. and Theresa Ybanez de Santiago**
F. MIKE ETIENNE Name	Armando Santiago Jr. Armando Santiago Jr.
Signature	5/20/11 Date
ASSISTANT DIRECTOR, CIMS Title	Theresa Ybanez de Santiago Theresa Ybanez de Santiago
5-13-2011 Date	5/20/11 Date

Approved as to Form:

City Attorney

Title Company Acknowledgment and Receipt

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Buyer: Armando Santiago Jr. and Theresa Ybanez de Santiago

Address: 1438 Napier, San Antonio, Texas 78214

Property: Approximately 0.736 acres out of Lots 13 and 14, NCB 7657.

Title Company agrees to act as escrow agent according to the terms of this Contract. Further, Title Company acknowledges receipt from Buyer of three fully executed counterpart originals of the Contract on the same date, with one fully executed original Contract being returned to each of Seller and Buyer.

Alamo Title Company

By: J. Christopher Varley

Printed Name: J. CHRISTOPHER VARLEY

Title: Senior Vice President

Date: 5/2011

Title Company Receipt for Earnest Money

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Buyer: Armando Santiago Jr. and Theresa Ybanez de Santiago

Address: 1426 Napier, San Antonio, Texas 78214

Property: Approximately 0.736 acres out of Lots 13 and 14, NCB 7657.

Title Company acknowledges receipt from Buyer of earnest money in the amount set forth below:

Amount: $1,500

Alamo Title Company

By: J. Christopher Varley

Printed Name: J. Christopher Varley

Title: Senior Vice President

Date: 5/20/11

METES AND BOUNDS
TRACT III

0.736 acres (32,076 square feet) out of Lots 13 and 14, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and also being out of a 10.097 acres tract to the City of San Antonio recorded in Volume 5748, Page 113, of the Official Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: from a ½" iron pin found at the Southeast corner of the remainder of Lot 26, EL PALMAR SUBDIVISION, according to plat thereof recorded in Volume 9562, Page 92, of said Deed and Plat Records of Bexar County, Texas, said point also being in the West line of Tract "D", SARAH BOWEN SUBDIVISION, recorded in Volume 642, Page 185, of said Deed and Plat Records of Bexar County, Texas, for the Northeast corner of herein described tract;

THENCE: S 21° 32' 07" W, along the West line of said Tract "D", a distance of **152.37 feet**, to a ½" iron pin set, for the Southeast corner of herein described tract;

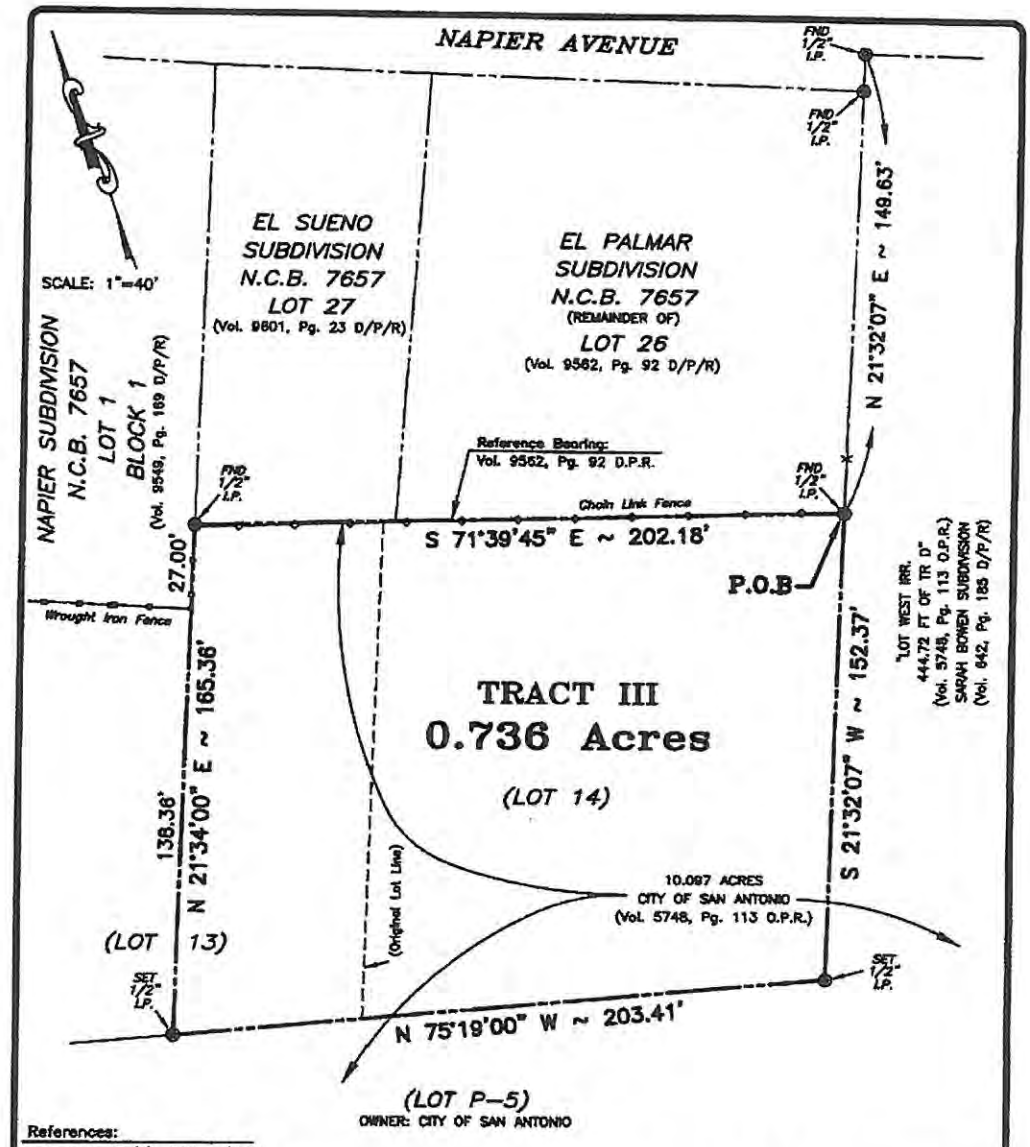
THENCE: N 75° 19' 00" W, a distance of **203.41 feet** to a ½" iron pin set, for the Southwest corner of herein described tract;

THENCE: N 21° 34' 00" E, a distance of **165.36 feet**, to a ½" iron pin found in the East line of Lot 1, Block 1, NAPIER SUBDIVISION, according to plat thereof recorded in Volume 9549, Page 169, of said Deed and Plat Records of Bexar County, Texas, said point also being the Southwest corner of Lot 27, EL SUENO SUBDIVISION, recorded in Volume 9601, Page 23, of said Deed and Plat Records of Bexar County, Texas, for the Northwest corner of herein described tract;

THENCE: S 71° 39' 45" E (Bearing of Reference), along the South lines of said Lot 26 and Lot 27, a distance of **202.18 feet** to the **POINT OF BEGINNING**, and containing **0.736 Acres** of land more or less.

Job Number 11007-III
(See Attached Drawing)

Sia Sayyadi, R.P.L.S.
March 25, 2011



References:
Vol. 368, Pg(s). 241 D/P/R

PLAT SHOWING: **TRACT III:** 0.736 acres, out of Lots 13 & 14, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and being more particularly described in attached metes and bounds.

This Survey is not valid without an original seal and signature.

I hereby certify that the above plat has been prepared according to an actual survey made on the ground under my supervision.

SCALE 1"=40'
J.O. 11007-III
TITLE CO. –
G.F. # –
DATE OF COMMITMENT –

	DATE	
FIELD WORK	03/19/11	G.F./A.O.
CONFERNO	03/23/11	K.K.
FINAL CHECK	03/25/11	S.S.
EP DATE		
REVISED		

SIA ENGINEERING, INC.
6977 SAN PEDRO AVE.
SAN ANTONIO, TEXAS 78216-6245
(210) 341-5500 FAX (210) 308-0662

Exhibit B: Representations

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a municipal corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

8. *No Warranty.* Seller has made no warranty in connection with this contract.

B. "As Is, Where Is"

This Contract Is An Arms-Length Agreement Between The Parties. The Purchase Price Was Bargained On The Basis Of An "As Is, Where Is" Transaction And Reflects The Agreement Of The Parties That There Are No Representations, Disclosures, Or Express Or Implied Warranties, Except For The Warranty Of Title Stated In The Closing Documents And Seller's Representations To Buyer Set Forth In Section A Of This Exhibit B.

The Property Will Be Conveyed To Buyer In An "As Is, Where Is" Condition, With All Faults. Include If Applicable: Seller Makes No Warranty Of Condition, Merchantability, Or Suitability Or Fitness For A Particular Purpose With Respect To The Personal Property. All Warranties, Except The Warranty Of Title In The Closing Documents, Are Disclaimed.

C. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Buyer that might affect Buyer's ability to perform its obligations under this contract.

Exhibit C: Form of Deed

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All 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.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:	
Statutory Authority:	Local Government Code § 272.001(a)
SP No./Parcel:	
Grantor:	City of San Antonio
Grantor's Mailing Address:	City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	Armando Santiago Jr. and Theresa Ybanez de Santiago
Grantee's Mailing Address:	1438 Napier, San Antonio, Texas 78214
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	Approximately 0.736 acres out of Lots 13 and 14, NCB 7657 as more particularly described on the attached Exhibit A.

Grantor, for the Consideration, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and

appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations:

a. New or modified buildings, additions, or structures must be of the same architectural character as Mission San Jose as the primary context and as a secondary context the derivative Mission Deco and Spanish Colonial Revival architecture styles as found in the City Mission Historic District. The Superintendent of San Antonio Missions National Historical Park or his/her designated representative must approve of the construction of any new buildings, additions, or structures or modifications to any existing structures on the property prior to such construction or modification.

b. Buildings and structures must be no more than one-story in height.

c. Landscape plantings must consist of native South Texas plants only.

d. The property may not be used for commercial purposes.

e. The provisions of this easement must burden and run with the conveyed lands in perpetuity, and the United States must have a legal right to enforce them.

f. Signs, billboards, or advertisements may not be displayed or placed upon the property, except for signs no larger than one square foot indicating residence, or notice of privacy or restricted access. Illuminated signs are prohibited.

g. The dumping of trash or other unsightly materials on the property or the keeping thereon of junked or wrecked vehicles, junked farm equipment or similar items is prohibited.

h. The surface of the land may not be disturbed without the prior authorization of the Superintendent of San Antonio Missions National Historical Park or his/her designated representative. Surface

disturbance includes, but is not limited to, filling, excavating, removing topsoil, sand, gravel, rocks, or minerals, building roads or changing the topography of the land in any manner. Surface disturbance does not include gardening or planting native plants. Prior authorization by the Superintendent of San Antonio Missions National Historical Park or his/her designated representative is not required under this agreement for the removal of trees by or upon advice of the appropriate utility company or other organization for the purpose of protecting utility lines or water or sewer mains. Likewise, prior authorization is not required under this agreement for the removal of dead, diseased, or injured trees when such removal is necessary for reasons of safety.

i. Major public utilities installations such as electric generating plants, electric power substations, high tension electric power transmission lines, gas generating plants, gas storage tanks, water storage tanks or reservoirs, sewage treatment plans, microwave relay stations, telephone exchanges of communications towers and the like, may not be constructed on the land.

j. The National Park Service, its agents and assigns only, have the right to enter upon and across the conservation easement areas and all contiguous lands for management purposes, and together with such right the National Park Service may at its election cause to be removed from the easement area, at its sole cost, any unauthorized advertising signs or devices, accumulations of trash or debris, or dead, dying or diseased trees.

k. All development, construction, or removal of buildings, structures, or landscapes must be submitted to the Superintendent of San Antonio Missions National Historical Park or his/her designated representative for review and approval consistent with the terms and conditions of the deed restrictions herein specified or as modified in accordance with the deed restrictions. The Superintendent of San Antonio Missions National Historical Park or his/her designated representative must have 30 days to respond to the proposed actions of the land owner. Failure to respond within 30 days constitutes approval by the Superintendent of San Antonio Missions National Historical Park or his/her designated representative for the proposed actions.

l. The easement provisions may be modified in the future only by written agreement between the United States Department of the Interior, National Park Service, and the landowner. All easement provisions must be consistent with the original intent of the easement.

m. The easement must be recorded with the County Clerk in Bexar County, Texas.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed
Name:_____

Title:_____

Date:_____

Attest:

By:_____
City Clerk

Approved As To Form:

By:_____
City Attorney

The State of Texas }

County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

City of San Antonio
Capital Improvements Management Services (CIMS) Department

Planning Commission
Individual Consideration
Special Project 1563
Sale of Vacant City-owned Property
June 8, 2011

Planning Commission Item

- Armando Santiago Jr. and Theresa Ybanez de Santiago (Petitioners) are requesting for the City of San Antonio to declare as surplus and sell them a vacant 0.736 (32,076 square feet) of an acre parcel of City-owned property
- This vacant parcel is within New City Block 7657 in City Council District No. 3
- The property is located between Mission Parkway and San Jose Drive south of the petitioners' property at 1438 Napier Avenue

Background

- If approved, the petitioners will incorporate this property with their adjacent property and maintain it
- This property will be conveyed through a Deed Without Warranty

Exhibit "A"
Site Map of Subject Property

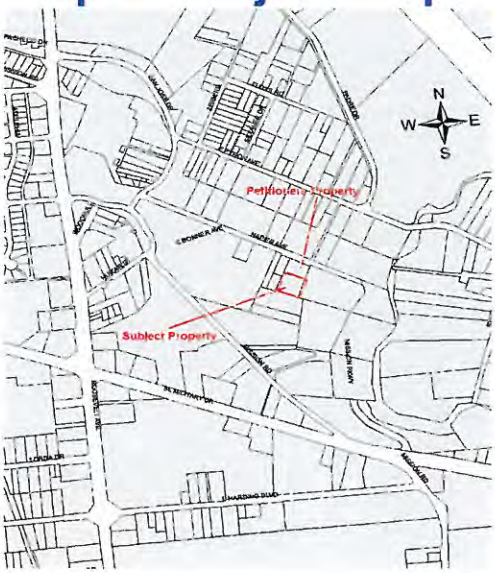


Exhibit "A" (Cont.)
Map of Subject Property

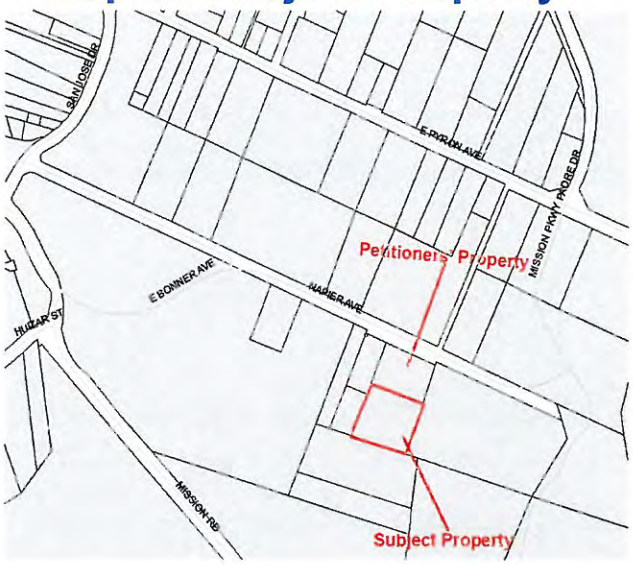


Exhibit "A" (cont.)
Aerial Photograph of Subject Property

Background (cont.)

Coordination:

- In compliance with City procedures, this request has been canvassed through interested City departments, public utilities and applicable agencies
- In compliance with City procedures, the subject properties were advertised to the public in the San Antonio Business Journal on Friday, February 25, 2011 and Friday, March 11, 2011

Fiscal Impact

Financial Impact:

- The City of San Antonio will receive $18,000.00 for the sale of this property

Issues & Recommendation

Policy Analysis:
This action is consistent with City Code and Ordinances relative to the disposition of any City-owned property

Recommendation:
Staff recommends approval of this request

RESOLUTION # _____

A RESOLUTION SUPPORTING THE SALE OF A VACANT 0.736 (32,076 SQUARE FEET) OF AN ACRE PARCEL OF CITY-OWNED PROPERTY LOCATED BETWEEN MISSION PARKWAY AND SAN JOSE DRIVE SOUTH OF 1438 NAPIER IN CITY COUNCIL DISTRICT 3, AS REQUESTED BY ARMANDO SANTIAGO JR. AND THERESA YBANEZ DE SANTIAGO

* * * * *

WHEREAS, the City Charter has empowered the Planning Commission to approve certain transactions as consistent with the Master Plan; and

WHEREAS, Armando Santiago Jr. and Theresa Ybanez de Santiago have filed an application requesting to purchase a vacant 0.736 (32,076 square feet) of an acre parcel of City-owned property within New City Block 7657 as identified in Exhibit A and

WHEREAS, after careful consideration and deliberation, the Planning Commission has elected to support the application and recommend its hearing and approval by City Council;

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:

SECTION 1. The Planning Commission recommends City Council approve the attached sale of land.

SIGNED this 8th day of June, 2011.

_____
Amelia Hartman, Chair

Attest:

_____
Executive Secretary
San Antonio Planning Commission

CITY OF SAN ANTONIO

Item No. 19

CAPITAL IMPROVEMENTS MANAGEMENT SERVICES
INTERDEPARTMENTAL CORRESPONDENCE SHEET

TO: Planning Commission — Individual Consideration Agenda

FROM: Marcia Shelf Orlandi, Real Estate Manager, Real Estate Division

COPY: Mike Etienne, PhD/Assistant Director, Capital Improvements Management Services Department

SUBJECT: S. P. No. 1564 – Request to declare as surplus and sell two (2) vacant parcels City-owned property

DATE: May 23, 2011

PETITIONERS: Roland and Sarah Gutierrez
1426 Napier Avenue
San Antonio, Texas 78214

Staff is requesting that this item be placed on the Individual Consideration Agenda for the Planning Commission meeting on 6/8/2011.

BACKGROUND

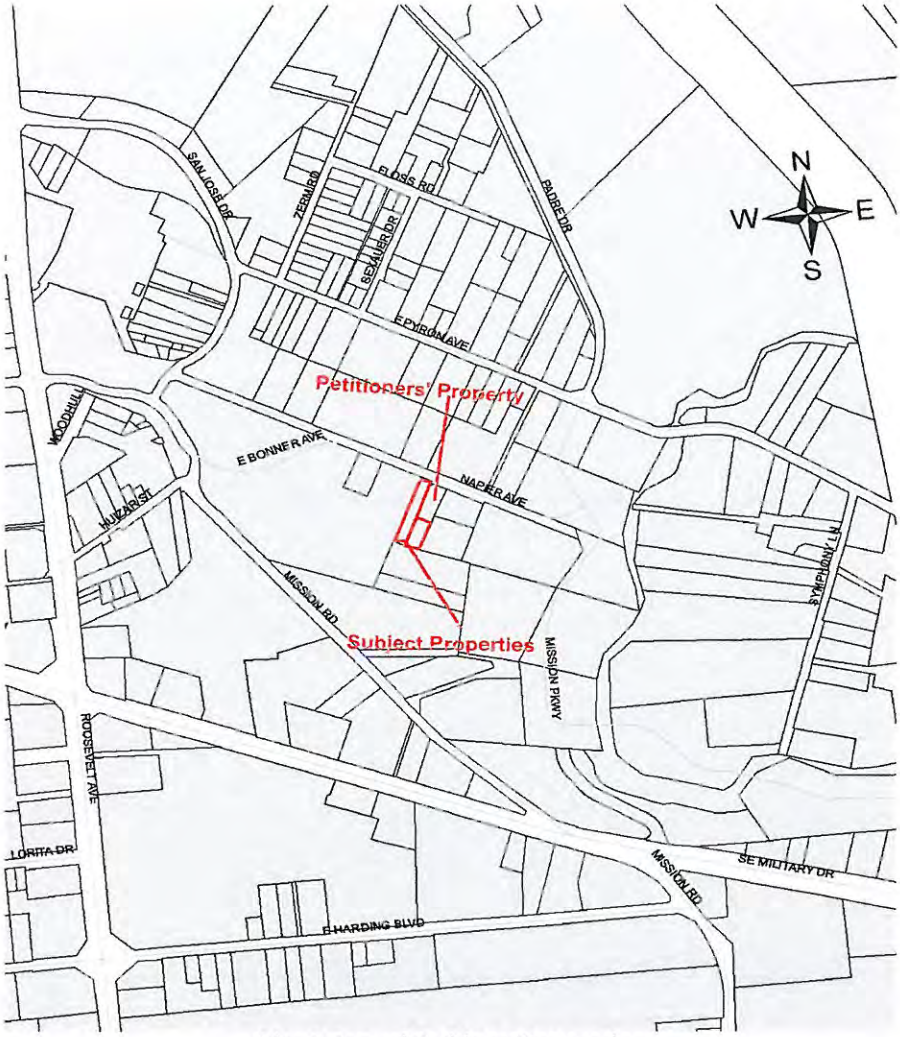
Roland and Sarah Gutierrez (Petitioners) are requesting for the City of San Antonio to declare as surplus and sell them two (2) vacant parcels of City-owned property within New City Block 7657 in City Council District 3, as shown on the attached Exhibit "A." One of the parcels is 0.281 (12,224 square feet) of an acre and the other parcel is 0.401 (17,462 square feet) of an acre. The properties are located between Mission Parkway and San Jose Drive and are adjacent to the petitioners' property at 1426 Napier Avenue. If approved, the petitioners will incorporate these properties with their adjacent property. They intend to use the 0.281-acre parcel for recreational and landscape purposes and the 0.401-acre parcel for a residential addition. The subject properties were advertised to the public in the San Antonio Business Journal on Friday, February 25, 2011 and Friday, March 11, 2011. The City of San Antonio will receive a total of $29,100.00 for the sale of these properties. $8,000.00 will be collected for the 0.281-acre parcel and $21,100.00 for the 0.401-acre parcel. These properties will be conveyed through a Deed Without Warranty.

COORDINATION AND FINANCIAL IMPACT

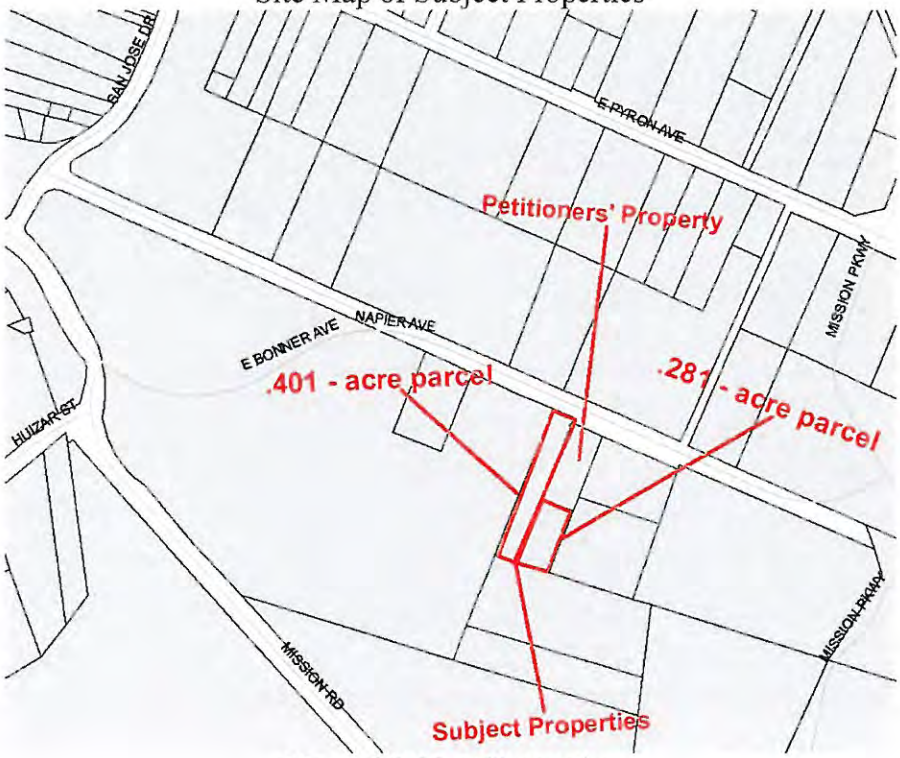
In compliance with City procedures, this request has been canvassed through interested City departments, public utilities and applicable agencies. A copy of the contract with all the conditions imposed is attached for your review.

CONCLUSION AND RECOMMENDATION

Staff recommends approval of this request.

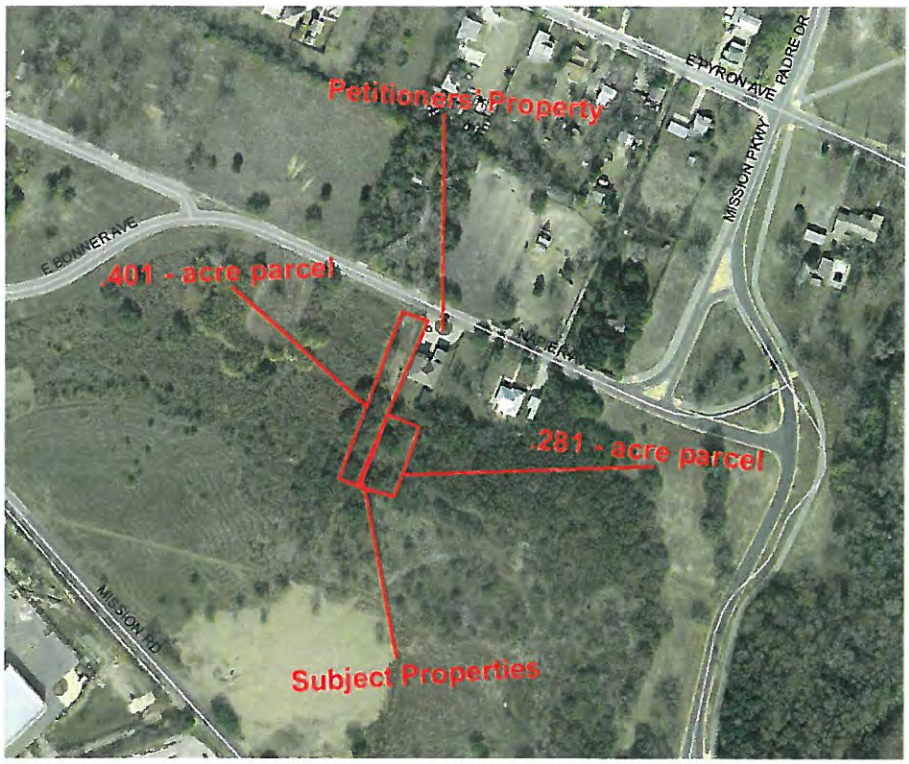


Site Map of Subject Properties



Map of Subject Properties

Exhibit "A"



Aerial Photograph of Subject Properties

Exhibit "A"

Page 2 of 2

METES AND BOUNDS
TRACT II

0.281 acres (12, 224 square feet) out of Lot 13, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and also being out of a 10.097 acres tract to the City of San Antonio recorded in Volume 5748, Page 113, of the Official Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: from a ½" iron pin found at the Southwest corner of Lot 1, Block 1, NAPIER SUBDIVISION, according to plat thereof recorded in Volume 9549, Page 169, of said Deed and Plat Records of Bexar County, Texas, for the Northwest corner of herein described tract;

THENCE: S 67° 29' 16" E, following along the South line of Lot 1, a distance of **84.80 feet**, to a ½" iron pin found at the Southeast corner of said Lot 1, for the Northwest corner of herein described tract;

THENCE: S 21° 34' 00" W, a distance of **138.36 feet** to a ½" iron pin set, for the Southeast corner of herein described tract;

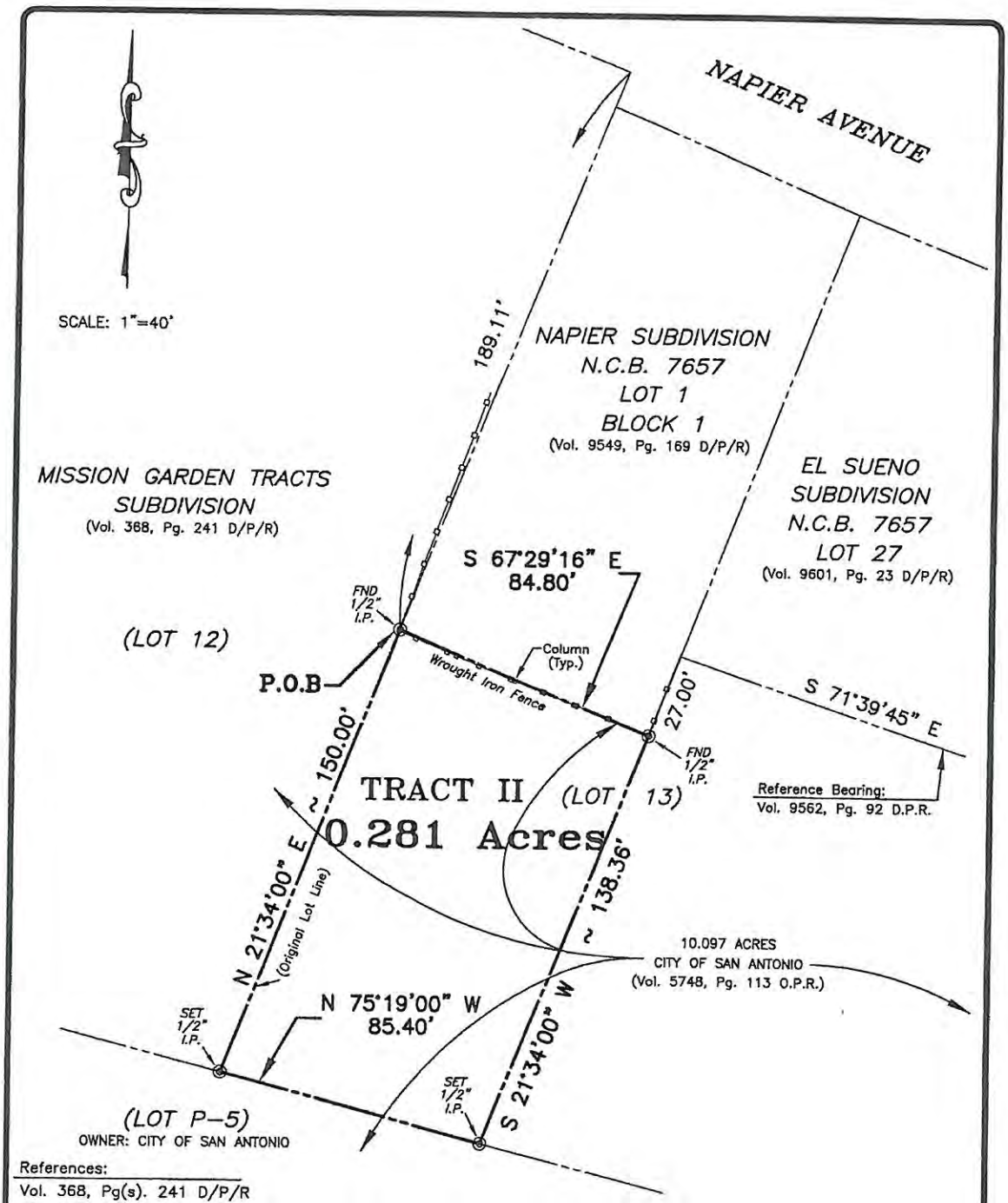
THENCE: N 75° 19' 00" W, a distance of **85.40 feet**, to a ½" iron pin set, for the Southwest corner of herein described tract;

THENCE: N 21° 34' 00" E, a distance of **150.00 feet** to the **POINT OF BEGINNING**, and containing **0.281 Acres** of land more or less.

Job Number 11007-II
(See Attached Drawing)

STATE OF TEXAS
REGISTERED
SIA SAYYADI
5451
PROFESSIONAL
LAND SURVEYOR

Sia Sayyadi, R.P.L.S.
March 25, 2011



References:
Vol. 368, Pg(s). 241 D/P/R

PLAT SHOWING: **TRACT II:** 0.281 acres, out of Lot 13, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and being more particularly described in attached metes and bounds.

This Survey is not valid without an original seal and signature.

I hereby certify that the above plat has been prepared according to an actual survey made on the ground under my supervision.

SIA SAYYADI
5451
REGISTERED
TEXAS
SURVEYOR

SCALE 1"=40'
J.O. 11007-II
TITLE CO. –
G.F. # –
DATE OF COMMITMENT –

	DATE	BY
FIELD WORK	03/19/11	M.F./A.O
DRAFTING	03/23/11	K.K.
FINAL CHECK	03/25/11	S.S.
UP DATE		
REVISED		

SIA ENGINEERING, INC.
6977 SAN PEDRO AVE.
SAN ANTONIO, TEXAS 78216-6245
(210) 341-5500 FAX (210) 308-0662

METES AND BOUNDS
TRACT I

0.401 acres (17,462 square feet) out of Lot 12, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and also being out of a 10.097 acres tract to the City of San Antonio recorded in Volume 5748, Page 113, of the Official Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: from a ½" iron pin set in the South Right-of-Way line of **NAPIER AVENUE** at the Northeast corner of said Lot 12, for the Northeast corner of herein described tract;

THENCE: S 21° 34' 00" W, departing from the South Right-of-Way line of said **NAPIER AVENUE** and following along the West line of Lot 1, Block 1, NAPIER SUBDIVISION, according to plat thereof recorded in Volume 9549, Page 169, of said Deed and Plat Records of Bexar County, Texas, passing a ½" iron pin found at a distance of 189.11 feet to the Southwest corner of said Lot 1, for a total distance of **339.11 feet** to a ½" iron pin set, for the Southeast corner of herein described tract;

THENCE: N 75° 19' 00" W, a distance of **51.40 feet** to a ½" iron pin set on the East line of a 15 acres tract recorded in Volume 5657, Page 1454, of the Official Records of Bexar County, Texas, for the Southwest corner of herein described tract;

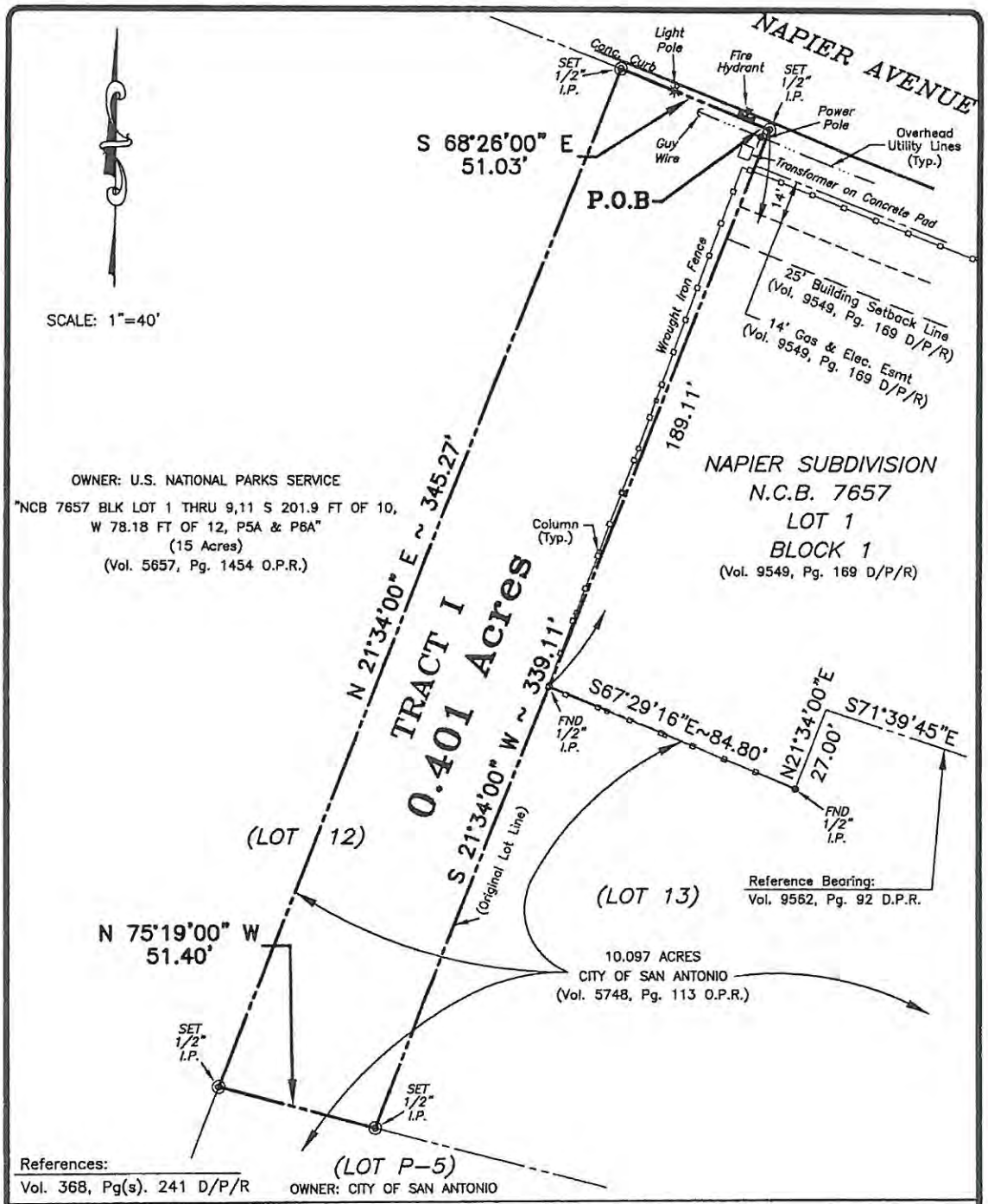
THENCE: N 21° 34' 00" E, following along the East line of said 15 acres tract a distance of **345.27 feet**, to a ½" iron pin set in the South Right-of-Way line of said **NAPIER AVENUE**, for the Northwest corner of herein described tract;

THENCE: S 68° 26' 00" E, with and along the South Right-of-Way line of said **NAPIER AVENUE**, a distance of **51.03 feet** to the **POINT OF BEGINNING**, and containing **0.401 Acres** of land more or less.

Job Number 11007-I
(See Attached Drawing)

STATE OF TEXAS
REGISTERED
SIA SAYYADI
5461
PROFESSIONAL
LAND SURVEYOR

Sia Sayyadi, R.P.L.S.
March 25, 2011



References:
Vol. 368, Pg(s). 241 D/P/R

PLAT SHOWING: **TRACT I:** 0.401 acres, out of Lot 12, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and being more particularly described in attached metes and bounds.

This Survey is not valid without an original seal and signature.

I hereby certify that the above plat has been prepared according to an actual survey made on the ground under my supervision.

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR

SCALE	1"=40'
J.O.	11007-I
TITLE CO.	–
G.F. #	–
DATE OF COMMITMENT	–

	DATE	BY
FIELD WORK	03/19/11	M.F./A.O
DRAFTING	03/23/11	K.K.
FINAL CHECK	03/25/11	S.S.
UP DATE		
REVISED		

SIA ENGINEERING, INC.
6977 SAN PEDRO AVE.
SAN ANTONIO, TEXAS 78216-6245
(210) 341-5500 FAX (210) 308-0662

Real Estate Sales Contract
(Napier // Gutierrez)

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Authorizing Ordinance:

Authority for Sale: Local Government Code § 272.001(a)

Seller: City of San Antonio

Address: CIMS Department, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director)

Phone: 207-6971

Email: Marcia.ShelfOrlandi@sanantonio.gov

Buyer: Roland and Sarah Gutierrez

Address: 1426 Napier, San Antonio, Texas 78214

Property: The following two tracts of land, both of which are more fully described in Exhibits A and A-1 respectively:

1. Approximately 0.401 acres out of Lot 12, NCB 7657; and
2. Approximately 0.281 acres out of Lot 13, NCB 7657.

Title Company: Alamo Title Company

Address: 1602 N. Loop 1604 West, Suite 101 (Attn: J. Christopher Varley)

Purchase Price: $29,100

Earnest Money: $1,500

Buyer's Liquidated Damages: $1,500

Effective Date: The date the Title Company acknowledges receipt of a fully executed copy of this agreement

County for Performance Bexar County, Texas

1. Deadlines and Other Dates.

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or federal or local holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. Time is of the essence.

1.01.	Earnest Money Deadline	5	Days after the Effective Date
1.02.	Updated Title Commitment	15	Days after the Effective Date
1.03.	Delivery of Title and Survey Objections	15	Days after Delivery of both Survey and Title Commitment
1.04.	End of Inspection Period	45	Days after the Effective Date
1.05.	Closing Date	10	Day after end of Inspection Period
1.06.	Closing Time		10:00 AM

The deadlines may be altered by the mutual agreement of the parties. The Assistant Director for Real Estate of the Capital Improvements Management Services

Department may consent to such changes on behalf of Seller without further authorization of City Council.

2. Closing Documents.

2.01. At closing, Seller will deliver the following items:

Deed Without Warranty

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

2.02. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Purchase Price

2.03. The documents listed above are collectively known as the "Closing Documents." Unless otherwise agreed by the parties in writing before closing, the deed will be substantially in the form attached as **Exhibit C**.

3. Exhibits.

The following are attached to and are part of this contract for all purposes as if fully set forth:

Exhibit A-1 and A-2—Descriptions of the Land

Exhibit B—Representations

Exhibit C—Form of Deed

4. Purchase and Sale of Property.

Seller will sell and convey the Property to Buyer, and Buyer will buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

5. Earnest Money.

5.01. Buyer must deposit the Earnest Money with the Title Company no later than the Earnest Money Deadline.

5.02. Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money. Accrued interest is a credit against the purchase price at closing.

5.03. Buyer must deliver the Earnest Money in immediately available funds to Title Company and obtain Title Company's signature before the Earnest Money Deadline for this contract to be effective. Immediately available funds are those available for use immediately upon receipt and do not include funds represented by a check or similar instrument that must clear the institution on which it is drawn.

6. Title and Survey.

6.01. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: **Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.**

6.02. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

6.03. *Survey.* Seller will provide, at Seller's expense, a survey of the Property.

6.04. *Delivery of Title Commitment.* Seller must deliver the Title Commitment to Buyer by the deadlines stated in section 1.

6.06. *Title Objections.* Buyer has until the deadline stated in section 1. ("Title Objection Deadline") to review the Survey, Title Commitment, and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that this contract is terminated. In the absence of such timely notice, Buyer must proceed to close, waiving its objections. At or before closing, Seller must cure the Title Objections that Seller has agreed to cure.

7. Inspection Period.

7.01. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, if any, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;

b. Buyer may not unreasonably interfere with existing operations or occupants of the Property;

c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

d. If the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;

e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days of their preparation or receipt; and

f. Buyer must abide by any other reasonable entry rules imposed by Seller.

7.02. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period.

7.03. *Buyer's Indemnity and Release of Seller*

a. *Indemnity.* Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection.

b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

8. Representations.

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

9. Condition until Closing; No Recording of Contract.

9.01. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property.

9.02. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within 15 days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). If Buyer does not

terminate this contract, Seller will convey the Property to Buyer in its damaged condition.

9.03. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within 15 days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

9.04. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

10. Termination.

10.01. *Disposition of Earnest Money after Termination*

a *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer.

b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

10.02. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

11. Closing.

11.01. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

e. Buyer need not close if Seller cannot or does not deliver marketable title at closing. If Buyer does not close for want of marketable title, the earnest money is returned to Buyer.

11.02. *Transaction Costs*

a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; and Seller's expenses and attorney's fees.

b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the cost to obtain the Survey; the additional premium for the "survey/area and boundary

deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Buyer's lender; and Buyer's expenses and attorney's fees.

c. *Ad Valorem Taxes.* Seller is not a taxpayer. Seller assumes no responsibility for ad valorem taxes for any period, rollback or otherwise.

d. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

e. *Brokers' Commissions.* Buyer and Seller each represent to the other that they have not acted or omitted to act in any way that could give rise to an entitlement to a commission for the transaction to which this agreement relates except as noted at the beginning. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

11.03. *Issuance of Title Policy.* Seller will, at its expense, cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

12. Default and Remedies.

12.01. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination.* Buyer may terminate this contract by giving notice to Seller on or before the expiration of the Inspection Period and have the Earnest Money returned to Buyer.

b. *Liquidated Damages.* If Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and

Buyer terminates this contract in accordance with the previous sentence, subject to appropriation of adequate funds by Council, Seller will also pay to Buyer as liquidated damages the lesser of Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date or the amount of Buyer's Liquidated Damages, within ten days of Seller's receipt of an invoice from Buyer stating the amount of Buyer's expenses.

12.02. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

a. *Termination; Liquidated Damages.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract or the amount of Seller's Additional Liquidated Damages, within 10 days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses.

b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

12.03. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

13. Prohibited Interests in Contracts.

13.01 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city

owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

(i) a City officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

13.02 Buyer warrants and certifies as follows:

(i) Buyer and its officers, employees and agents are neither officers nor employees of the City.

(ii) Buyer has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

13.03 Contractor acknowledges that City's reliance on the above warranties and certifications is reasonable.

14. Dispute Resolution.

14.01 As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

14.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

14.03 Mediation must be conducted in San Antonio, Bexar County, Texas.

14.04 The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

14.05 If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

14.06 Mediator fees must be borne equally.

14.07. The parties need not mediate before going to court for either party to seek emergency injunctive relief.

15. Miscellaneous Provisions.

15.01 *Applicable Law*. This Agreement is entered into in San Antonio, Bexar County, state of Texas. **THE CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS, REMEDIES, AND OBLIGATIONS ARISING THEREUNDER ARE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

15.02 *Severability*. If any portion hereof is determined to be invalid or unenforceable, such determination does not affect the remainder hereof.

15.03 *Successors*. This Agreement inures to the benefit of and is binding on the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

15.04 *Integration*. **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

15.05 *Modification.*

15.05.01. This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to the foregoing, any of the terms of this Agreement may be modified at any time by the party entitled to the benefit thereof, but no such modification, express or implied, affects the right of the modifying party to require observance of either (i) the same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

15.05.02 The Director of Capital Improvement Management Services may, without further action of City Council, agree on behalf of Seller to extensions of deadlines or other non-material modifications to the rights and obligations of the parties under this Agreement.

15.06 *Third Party Beneficiaries.* This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

15.07 *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is given only upon actual receipt. Address for notice may be changed by giving notice hereunder.

15.08 *Pronouns.* In construing this Agreement, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Agreement, not to any particular provision of it.

15.09 *Captions.* Paragraph captions in this Agreement are for ease of reference only and donot affect the interpretation hereof.

15.10 *Counterparts.* This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

15.11 *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, shall alter the rights or obligations of the parties as contained in this agreement

15.12. *Assignment.* With Seller's consent, which is not to be unreasonably withheld, Buyer may assign this contract and Buyer's rights under it only to an entity in which Buyer can, directly or indirectly, direct or cause the direction of its management and policies, whether through the ownership of voting securities or otherwise. Any other assignment is void.

15.13. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing survive termination of this contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control.

15.14. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

15.15. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

15.16 *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

15.17 *Waiver of Consumer Rights.* **Buyer Waives Its Rights Under The Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 *et seq.* of The Texas Business and Commerce Code, A Law That Gives Consumers Special Rights and Protections. After Consultation With an Attorney of Its Own Selection, Buyer Voluntarily Consents To This Waiver.**

15.18. *Incorporation by Reference.* All exhibits to this Agreement are incorporated into it by reference for all purposes as if fully set forth.

16. Public Information.

Buyer acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

In Witness Whereof, the parties have caused their representatives to set their hands.

Seller:	**Buyer:**
City of San Antonio, a Texas municipal corporation	**Roland and Sarah Gutierrez**
F. MIKE ETIENNE Name	Roland Gutierrez
Signature	5-23-11 Date
ASSISTANT DIRECTOR, CMS Title	Sarah Gutierrez
5-17-2011 Date	5/23/11 Date

Approved as to Form:

City Attorney

Title Company Acknowledgment and Receipt

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Buyer: Roland and Sarah Gutierrez

Address: 1426 Napier, San Antonio, Texas 78214

Property: The following two tracts of land:

1. Approximately 0.401 acres out of Lot 12, NCB 7657; and
2. Approximately 0.281 acres out of Lot 13, NCB 7657.

Title Company agrees to act as escrow agent according to the terms of this Contract. Further, Title Company acknowledges receipt from Buyer of three fully executed counterpart originals of the Contract on the same date, with one fully executed original Contract being returned to each of Seller and Buyer.

Alamo Title Company

By:_____

Printed
Name:_____

Title:_____

Date:_____

Title Company Receipt for Earnest Money

Seller: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Buyer: Roland Gutierrez and Sarah Gutierrez

Address: 1426 Napier, San Antonio, Texas 78214

Property: The following two tracts of land:

1. Approximately 0.401 acres out of Lot 12, NCB 7657; and
2. Approximately 0.281 acres out of Lot 13, NCB 7657.

Title Company acknowledges receipt from Buyer of earnest money in the amount set forth below:

Amount: $1,500

Alamo Title Company

By:_____

Printed
Name:_____

Title:_____

Date:_____

Exhibit A-1: Property Description

METES AND BOUNDS
TRACT I

0.401 acres (17,462 square feet) out of Lot 12, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and also being out of a 10.097 acres tract to the City of San Antonio recorded in Volume 5748, Page 113, of the Official Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: from a ½" iron pin set in the South Right-of-Way line of **NAPIER AVENUE** at the Northeast corner of said Lot 12, for the Northeast corner of herein described tract;

THENCE: S 21° 34' 00" W, departing from the South Right-of-Way line of said **NAPIER AVENUE** and following along the West line of Lot 1, Block 1, NAPIER SUBDIVISION, according to plat thereof recorded in Volume 9549, Page 169, of said Deed and Plat Records of Bexar County, Texas, passing a ½" iron pin found at a distance of 189.11 feet to the Southwest corner of said Lot 1, for a total distance of **339.11 feet** to a ½" iron pin set, for the Southeast corner of herein described tract;

THENCE: N 75° 19' 00" W, a distance of **51.40 feet** to a ½" iron pin set on the East line of a 15 acres tract recorded in Volume 5657, Page 1454, of the Official Records of Bexar County, Texas, for the Southwest corner of herein described tract;

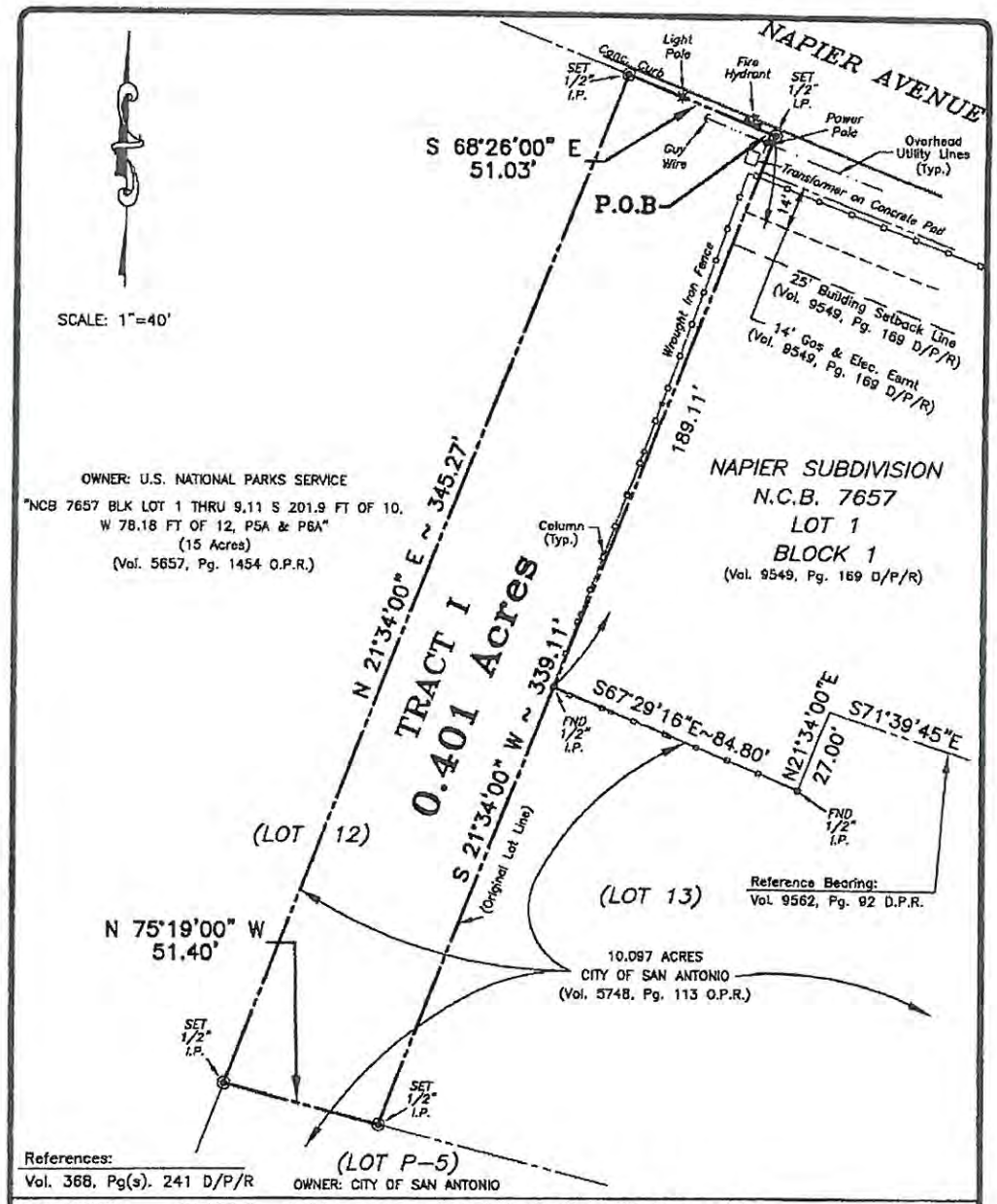
THENCE: N 21° 34' 00" E, following along the East line of said 15 acres tract a distance of **345.27 feet**, to a ½" iron pin set in the South Right-of-Way line of said **NAPIER AVENUE**, for the Northwest corner of herein described tract;

THENCE: S 68° 26' 00" E, with and along the South Right-of-Way line of said **NAPIER AVENUE**, a distance of **51.03 feet** to the **POINT OF BEGINNING**, and containing **0.401 Acres** of land more or less.

Job Number 11007-I
(See Attached Drawing)

STATE OF TEXAS
SIA SAYYADI
5461
REGISTERED
LAND SURVEYOR

Sia Sayyadi, R.P.L.S.
March 25, 2011



References:
Vol. 368, Pg(s). 241 D/P/R

PLAT SHOWING: **TRACT I:** 0.401 acres, out of Lot 12, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and being more particularly described in attached metes and bounds.

This Survey is not valid without an original seal and signature.

I hereby certify that the above plat has been prepared according to an actual survey made on the ground under my supervision.

SCALE 1"=40'
J.O. 11007-I
TITLE CO. –
G.F. # –
DATE OF COMMITMENT –

	DATE	BY
FIELD WORK	03/19/11	M.F./A.O
DRAFTING	03/23/11	K.K.
FINAL CHECK	03/25/11	S.S.
UP DATE		
REVISED		

SIA ENGINEERING, INC.
6977 SAN PEDRO AVE.
SAN ANTONIO, TEXAS 78216-6245
(210) 341-5500 FAX (210) 308-0882

Exhibit A-2: Property Description

METES AND BOUNDS
TRACT II

0.281 acres (12, 224 square feet) out of Lot 13, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and also being out of a 10.097 acres tract to the City of San Antonio recorded in Volume 5748, Page 113, of the Official Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: from a ½" iron pin found at the Southwest corner of Lot 1, Block 1, NAPIER SUBDIVISION, according to plat thereof recorded in Volume 9549, Page 169, of said Deed and Plat Records of Bexar County, Texas, for the Northwest corner of herein described tract;

THENCE: S 67° 29' 16" E, following along the South line of Lot 1, a distance of **84.80 feet**, to a ½" iron pin found at the Southeast corner of said Lot 1, for the Northwest corner of herein described tract;

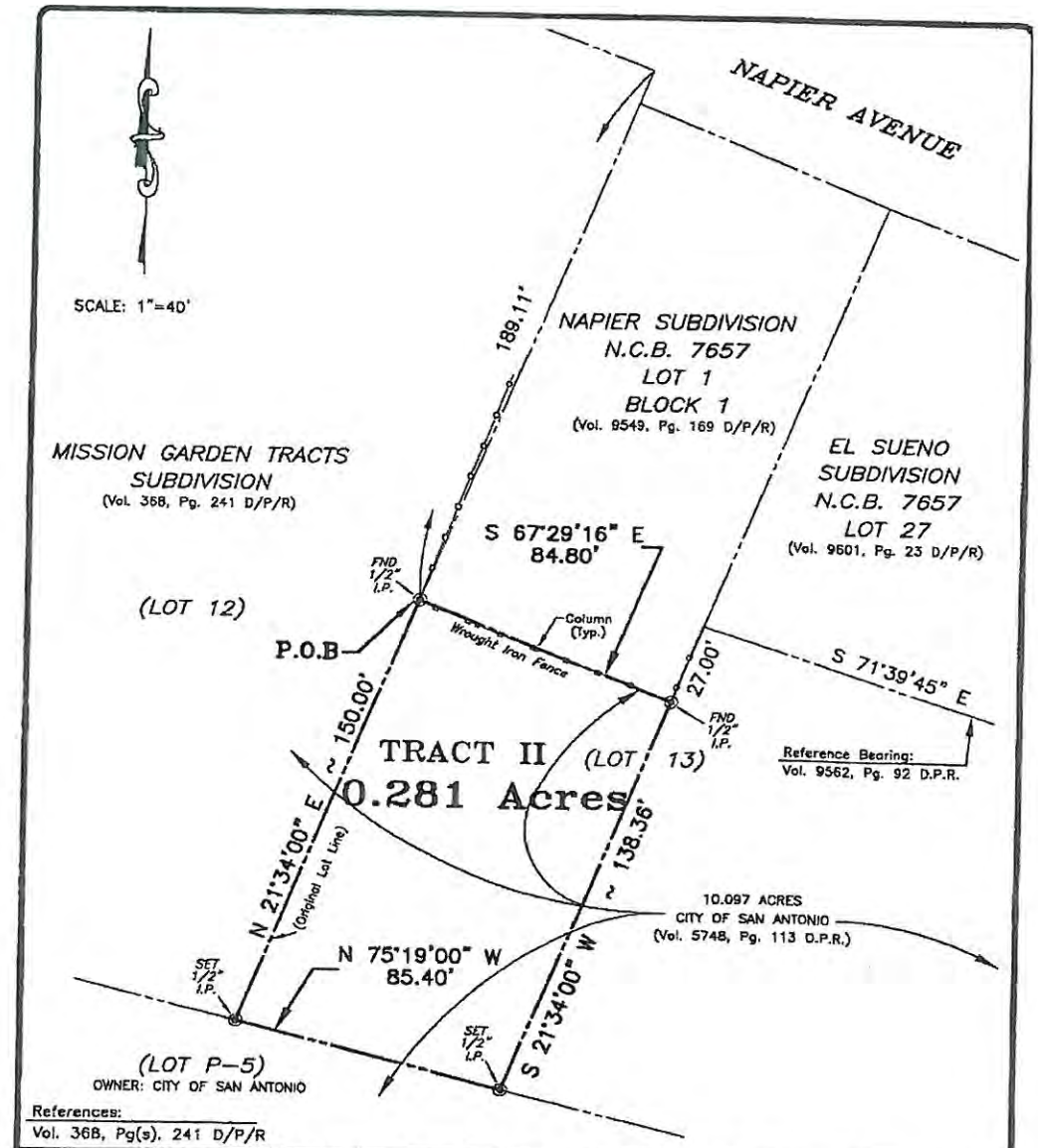
THENCE: S 21° 34' 00" W, a distance of **138.36 feet** to a ½" iron pin set, for the Southeast corner of herein described tract;

THENCE: N 75° 19' 00" W, a distance of **85.40 feet**, to a ½" iron pin set, for the Southwest corner of herein described tract;

THENCE: N 21° 34' 00" E, a distance of **150.00 feet** to the **POINT OF BEGINNING**, and containing **0.281 Acres** of land more or less.

Job Number 11007-II
(See Attached Drawing)

Sia Sayyadi, R.P.L.S.
March 25, 2011



References:
Vol. 368, Pg(s). 241 D/P/R

PLAT SHOWING: **TRACT II:** 0.281 acres, out of Lot 13, New City Block 7657, in the City of San Antonio, Bexar County, Texas, MISSION GARDEN TRACTS SUBDIVISION, according to plat thereof recorded in Volume 368, Page 241, Deed and Plat Records of Bexar County, Texas, and being more particularly described in attached metes and bounds.

This Survey is not valid without an original seal and signature.

I hereby certify that the above plat has been prepared according to an actual survey made on the ground under my supervision.

SIA SAYYADI
5451
REGISTERED PROFESSIONAL LAND SURVEYOR

SCALE 1"=40'
J.O. 11007-II
TITLE CO. –
G.F. # –
DATE OF COMMITMENT –

	DATE	BY
FIELD WORK	03/19/11	M.F./A.O
DRAFTING	03/23/11	K.K.
FINAL CHECK	03/25/11	S.S.
UP DATE		
REVISED		

SIA ENGINEERING, INC.
6977 SAN PEDRO AVE.
SAN ANTONIO, TEXAS 78216-6245
(210) 341-5500 FAX (210) 308-0662

Exhibit B: Representations

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a municipal corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

8. *No Warranty.* Seller has made no warranty in connection with this contract.

B. "As Is, Where Is"

This Contract Is An Arms-Length Agreement Between The Parties. The Purchase Price Was Bargained On The Basis Of An "As Is, Where Is" Transaction And Reflects The Agreement Of The Parties That There Are No Representations, Disclosures, Or Express Or Implied Warranties, Except For The Warranty Of Title Stated In The Closing Documents And Seller's Representations To Buyer Set Forth In Section A Of This Exhibit B.

The Property Will Be Conveyed To Buyer In An "As Is, Where Is" Condition, With All Faults. [Include If Applicable: Seller Makes No Warranty Of Condition, Merchantability, Or Suitability Or Fitness For A Particular Purpose With Respect To The Personal Property.] All Warranties, Except The Warranty Of Title In The Closing Documents, Are Disclaimed.

C. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Buyer that might affect Buyer's ability to perform its obligations under this contract.

Exhibit C: Form of Deed

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All 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.

State of Texas }
}
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:	
Statutory Authority:	Local Government Code § 272.001(a)
SP No./Parcel:	
Grantor:	City of San Antonio
Grantor's Mailing Address:	City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)
Grantor's Street Address:	City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)
Grantee:	Roland and Sarah Gutierrez
Grantee's Mailing Address:	1426 Napier, San Antonio, Texas 78214
Consideration:	$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
Property:	The following two tracts of land, both of which are more fully described in Exhibits A and A-1 respectively: 1. Approximately 0.401 acres out of Lot 12, NCB 7657; and 2. Approximately 0.281 acres out of Lot 13, NCB 7657.

Grantor, for the Consideration, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservations:

a. New or modified buildings, additions, or structures must be of the same architectural character as Mission San Jose as the primary context and as a secondary context the derivative Mission Deco and Spanish Colonial Revival architecture styles as found in the City Mission Historic District. The Superintendent of San Antonio Missions National Historical Park or his/her designated representative must approve of the construction of any new buildings, additions, or structures or modifications to any existing structures on the property prior to such construction or modification.

b. Buildings and structures must be no more than one-story in height.

c. Landscape plantings must consist of native South Texas plants only.

d. The property may not be used for commercial purposes.

e. The provisions of this easement must burden and run with the conveyed lands in perpetuity, and the United States must have a legal right to enforce them.

f. Signs, billboards, or advertisements may not be displayed or placed upon the property, except for signs no larger than one square foot indicating residence, or notice of privacy or restricted access. Illuminated signs are prohibited.

g. The dumping of trash or other unsightly materials on the property or the keeping thereon of junked or wrecked vehicles, junked farm equipment or similar items is prohibited.

h. The surface of the land may not be disturbed without the prior authorization of the Superintendent of San Antonio Missions National Historical Park or his/her designated representative. Surface disturbance includes, but is not limited to, filling, excavating, removing topsoil, sand, gravel, rocks, or minerals, building roads or changing the topography of the land in any manner. Surface disturbance does not include gardening or planting native plants. Prior authorization by the Superintendent of San Antonio Missions National Historical Park or his/her designated representative is not required under this agreement for the removal of trees by or upon advice of the appropriate utility company or other organization for the purpose of protecting utility lines or water or sewer mains. Likewise, prior authorization is not required under this agreement for the removal of dead, diseased, or injured trees when such removal is necessary for reasons of safety.

i. Major public utilities installations such as electric generating plants, electric power substations, high tension electric power transmission lines, gas generating plants, gas storage tanks, water storage tanks or reservoirs, sewage treatment plans, microwave relay stations, telephone exchanges of communications towers and the like, may not be constructed on the land.

j. The National Park Service, its agents and assigns only, have the right to enter upon and across the conservation easement areas and all contiguous lands for management purposes, and together with such right the National Park Service may at its election cause to be removed from the easement area, at its sole cost, any unauthorized advertising signs or devices, accumulations of trash or debris, or dead, dying or diseased trees.

k. All development, construction, or removal of buildings, structures, or landscapes must be submitted to the Superintendent of San Antonio Missions National Historical Park or his/her designated representative for review and approval consistent with the terms and conditions of the deed restrictions herein specified or as modified in accordance with the deed restrictions. The Superintendent of San Antonio Missions National Historical Park or his/her designated representative must have 30 days to respond to the proposed actions of the land owner. Failure to respond within 30 days constitutes approval by the Superintendent of San Antonio Missions National Historical Park or his/her designated representative for the proposed actions.

l. The easement provisions may be modified in the future only by written agreement between the United States Department of the

Interior, National Park Service, and the landowner. All easement provisions must be consistent with the original intent of the easement.

m. The easement must be recorded with the County Clerk in Bexar County, Texas.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

E. Conditions: All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed
Name:_____

Title:_____

Date:_____

Attest:

By:_____
City Clerk

Approved As To Form:

By:_____
City Attorney

The State of Texas }

County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

_____
Notary Public, State of Texas

My Commission Expires:_____

City of San Antonio
Capital Improvements Management Services (CIMS) Department

Planning Commission
Individual Consideration
Special Project 1564
Sale of Vacant City-owned Property
June 8, 2011

Planning Commission Item

- Roland and Sarah Gutierrez (Petitioners) are requesting for the City of San Antonio to declare as surplus and sell them two (2) vacant parcels of City-owned property
- These parcels are within New City Block 7657 in City Council District No. 3
- The properties are located between Mission Parkway and San Jose Drive adjacent to the petitioners' property at 1426 Napier Avenue
- One of the parcels is 0.281 (12,224 square feet) of an acre and the other parcel is 0.401 (17,462 square feet) of an acre

Background

- If approved, the petitioners will incorporate these properties with their adjacent property. They intend to use the 0.281-acre parcel for recreational and landscape purposes and the 0.401-acre parcel for a residential addition.
- These properties will be conveyed through a Deed Without Warranty

Exhibit "A"
Site Map of Subject Properties

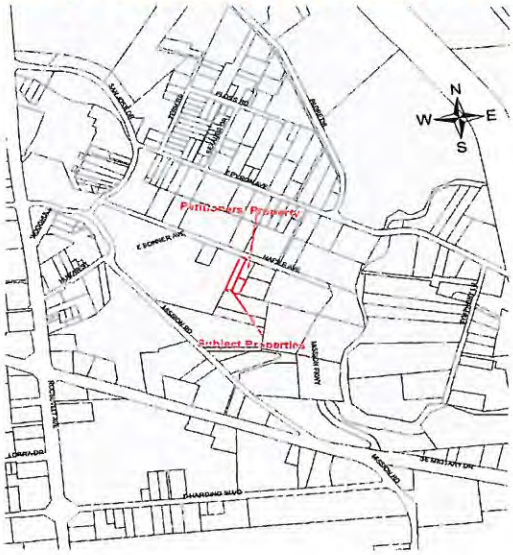


Exhibit "A" (Cont.)
Map of Subject Properties

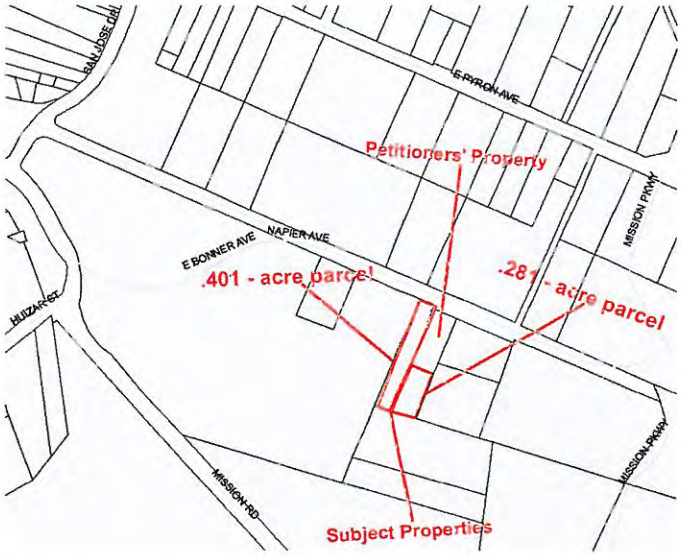


Exhibit "A" (cont.)
Aerial Photograph of Subject Properties

Background (cont.)

Coordination:

- In compliance with City procedures, this request has been canvassed through interested City departments, public utilities and applicable agencies
- In compliance with City procedures, the subject properties were advertised to the public in the San Antonio Business Journal on Friday, February 25, 2011 and Friday, March 11, 2011

Fiscal Impact

Financial Impact:

- The City of San Antonio will receive a total of $29,100.00 for the sale of these properties ($8,000.00 for the .281-acre parcel and $21,100.00 for the .401-acre parcel)

Issues & Recommendation

Policy Analysis:

This action is consistent with City Code and Ordinances relative to the disposition of any City-owned property

Recommendation:

Staff recommends approval of this request

RESOLUTION # _____

A RESOLUTION SUPPORTING THE SALE OF A VACANT 0.281 (12,224 SQUARE FEET) OF AN ACRE PARCEL AND A VACANT 0.401 (17,462 SQUARE FEET) OF AN ACRE PARCEL OF CITY-OWNED PROPERTY LOCATED ADJACENT TO 1426 NAPIER AVENUE BETWEEN MISSION PARKWAY AND SAN JOSE DRIVE IN CITY COUNCIL DISTRICT 3, AS REQUESTED BY ROLAND AND SARAH GUTIERREZ

* * * * *

WHEREAS, the City Charter has empowered the Planning Commission to approve certain transactions as consistent with the Master Plan; and

WHEREAS, Roland and Sarah Gutierrez have filed an application requesting to purchase a vacant 0.281 (12,224 square feet) of an acre parcel and a vacant 0.401 (17,462 square feet) of an acre of parcel of City-owned property within New City Block 7657 as identified in Exhibit A and

WHEREAS, after careful consideration and deliberation, the Planning Commission has elected to support the application and recommend its hearing and approval by City Council;

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:

SECTION 1. The Planning Commission recommends City Council approve the attached sale of land.

SIGNED this 8th day of June, 2011.

_____
Amelia Hartman, Chair

Attest:

_____
Executive Secretary
San Antonio Planning Commission

Item No. 20

CITY OF SAN ANTONIO

PARKS AND RECREATION DEPARTMENT

Interdepartmental Correspondence Sheet

TO: Planning Commission

FROM: Xavier D. Urrutia, Director of Parks and Recreation

COPIES: File

SUBJECT: Land Acquisitions for Leon Creek, Salado Creek and the Medina River Greenway Projects

DATE: June 8, 2011

The Parks and Recreation Department is requesting approval of a resolution recommending that City Council authorize the acquisition of approximately 96.3 acres of land located in NCB 17150, NCB 14861, NCB 12176, CB 4005 and CB 4006 in City Council Districts 3, 8, 9, and 10 along Leon Creek, Salado Creek and the Medina River for the Linear Creekway Development Project, all properties being in the City of San Antonio, Bexar County, Texas.

The proposed acquisitions are part of the Proposition 3 Parks Development and Expansion Venue Project approved by voters in May 2000 and the Proposition 2 Parks Development Expansion Venue Project approved by voters in May 2005.

These acquisitions are consistent with policy adopted by the City Council for the acquisition of properties along Leon Creek and Salado Creek as funded by sales tax initiatives and the adopted Parks and Recreation Strategic System Plan. The acquisitions are also consistent with Natural Resource and Urban Design Goals of the San Antonio Master Plan Policies.

Leon Creek

1) .2 acres out of NCB 14861 located within Council District 8.

Salado Creek

1) 5 acres out of NCB 17150 in Council District 9.
2) 4 acres out of NCB 17150 in Council District 9.
3) 1.1 acres out of NCB 12176 in Council District 10.

Medina River

1) 50 acres out of CB 4005 in Council District 3.
2) 26 acres out of CB 4005 in Council District 3.

3) 5 acres out of CB 4005 in Council District 3.
4) 5 acres out of CB 4006 in Council District 3.

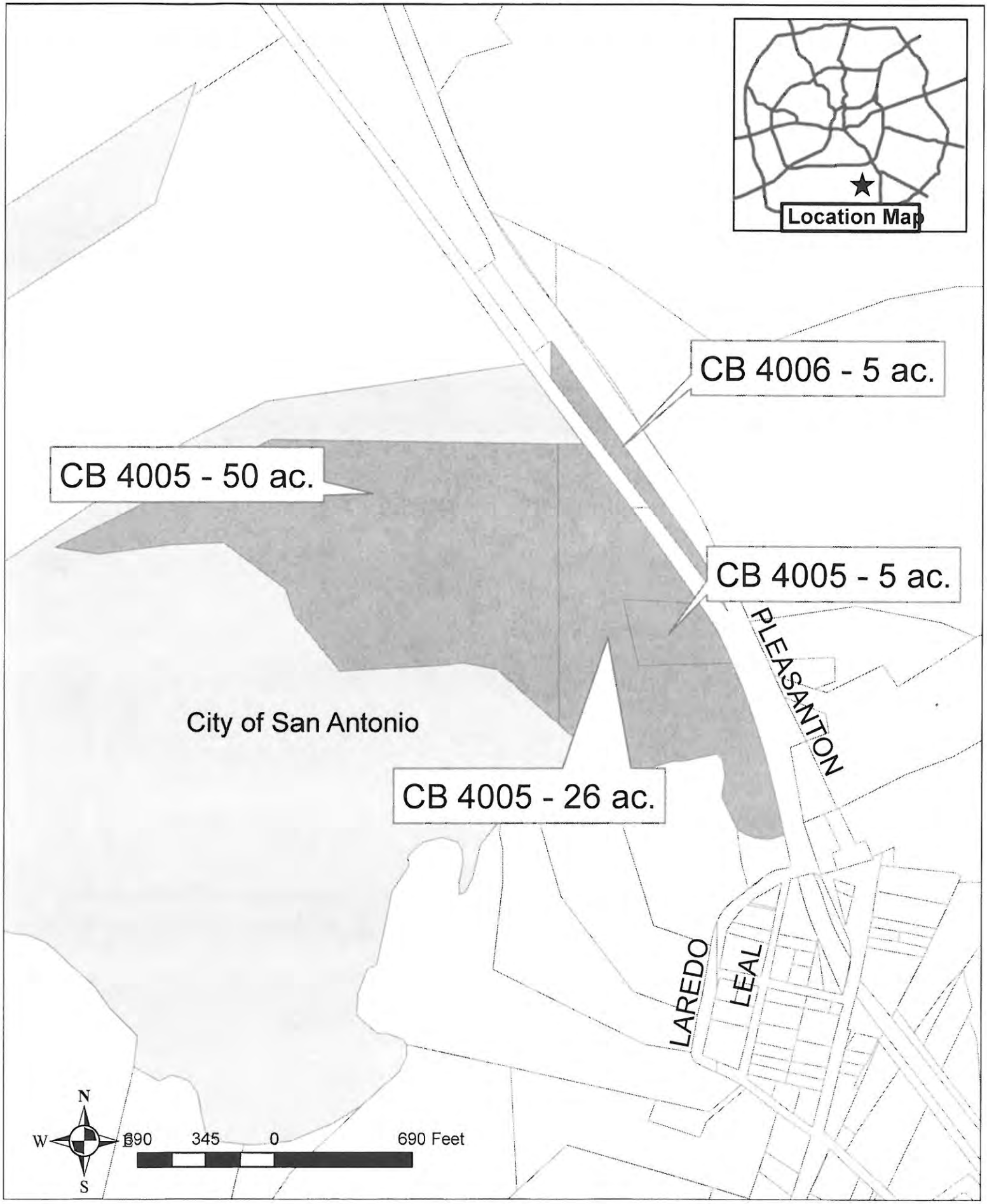
The proposed acquisitions are necessary for the implementation of the Proposition 3 and Proposition 2 Parks Development and Expansion Venue Projects approved by voters in May 6, 2000 and May 7, 2005, respectively. These acquisitions consist primarily of flood plain property.

Pending a recommendation by Planning Commission, staff is scheduled to present this item to City Council on June 23, 2011.

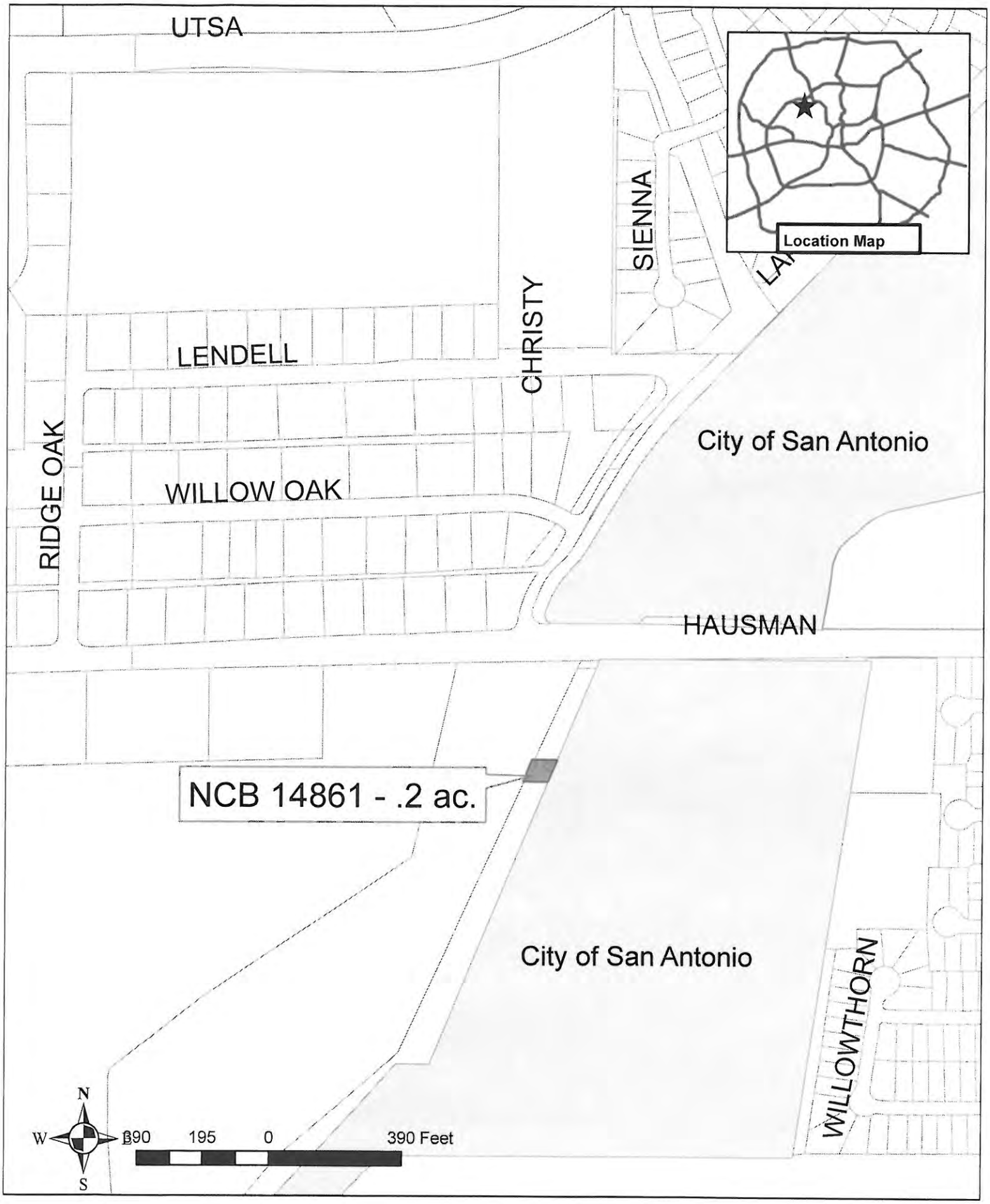
Xavier D. Urrutia
Director of Parks and Recreation Department

Attachment 1 - Properties List		
NCB	**Estimated Acreage**	**Council District**
CB 4005	50	3
CB 4005	26	3
CB 4005	5	3
CB 4006	5	3
14861	0.20	8
17150	5	9
17150	4.0	9
12176	1.10	10
TOTAL	**96.3**	

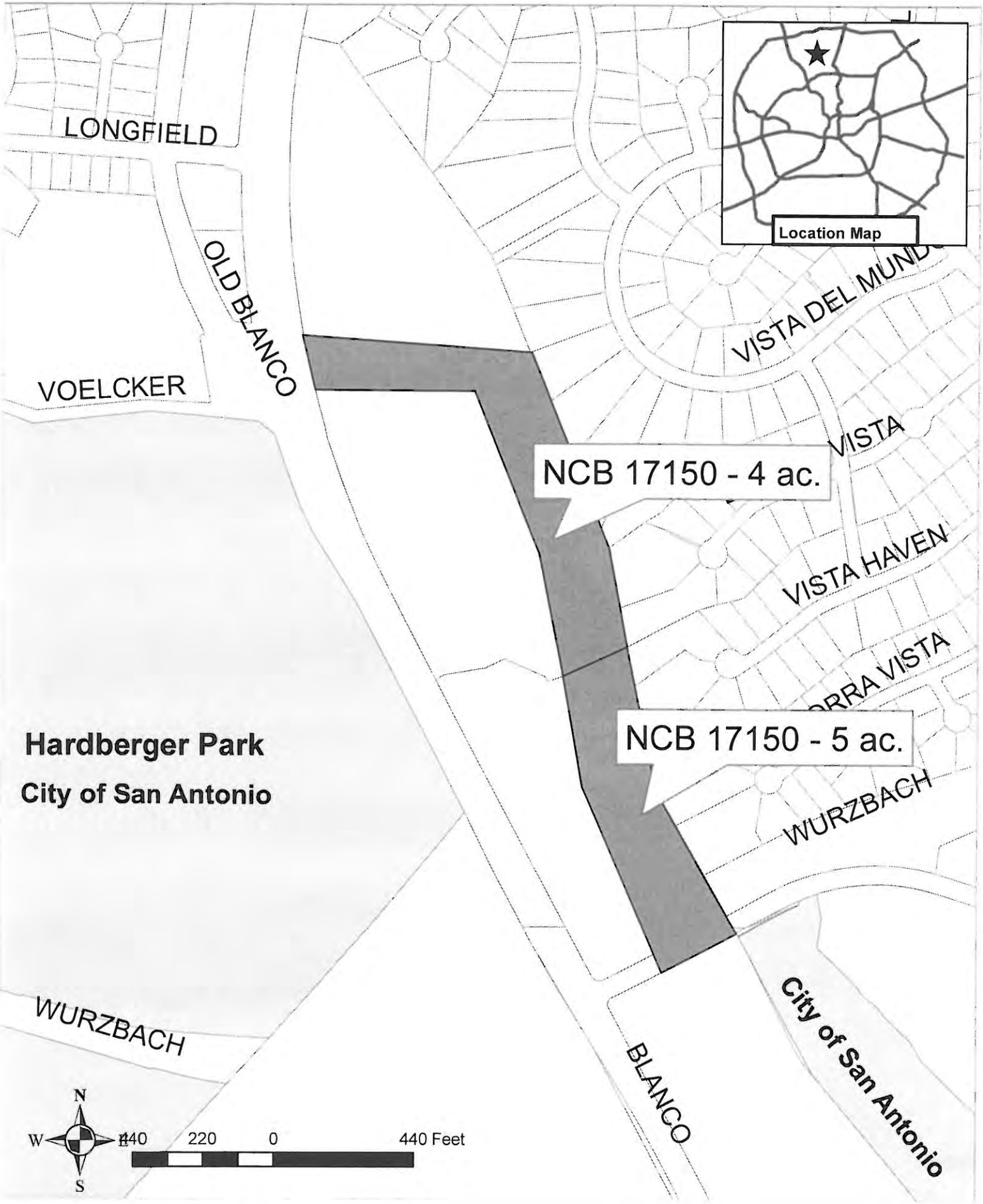
Site Map: Proposed Land Acquisitions for Medina River Greenway Project: Council District 3



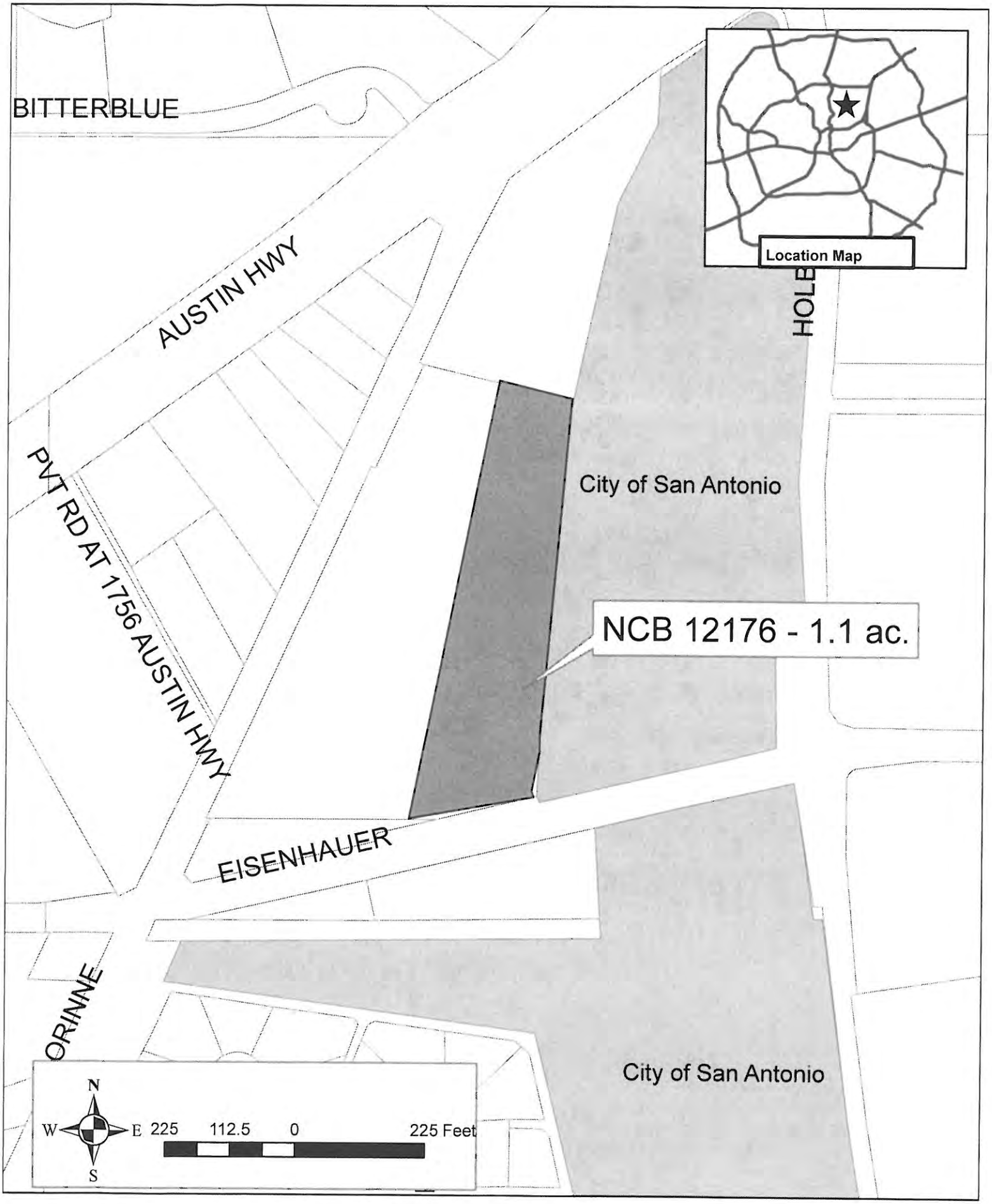
Site Map: Land Acquisitions for Leon Creek Greenway Project: Council District 8



Site Map: Proposed Land Acquisitions for Salado Creek Greenway Project: Council District 9



Site Map: Land Acquisitions for Salado Creek Greenway Project: District 10



SAN ANTONIO PLANNING COMMISSION
RESOLUTION NO._____

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL AUTHORIZE THE ACQUISITION OF PROPERTIES ALONG LEON CREEK, SALADO CREEK AND THE MEDINA RIVER FOR THE LINEAR CREEKWAY PARKS DEVELOPMENT PROJECT.

WHEREAS, the City Planning Commission is tasked with the review and recommendation for purchase of lands for city projects; and

WHEREAS, under Proposition Three of the election held in May of 2000 and Proposition Two of the election held on May of 2005, voters of San Antonio approved collection of sales tax revenue to fund the purchase and development of new parkland for linear parks along Leon Creek, Salado Creek and the Medina River; and

WHEREAS, these parcels are presented for consideration and recommendation to the Planning Commission under the Linear Creekway Parks Development Project; and

WHEREAS, these properties are located primarily in the floodplain along Leon Creek, Salado Creek and the Medina River;

NOW THEREFORE;

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:

Recommendation to the City of San Antonio City Council for the acquisition of properties along Leon Creek, Salado Creek and the Medina River for the Linear Creekway Parks Development Project.

PASSED AND APPROVED THIS 8th June, 2011

_____
Amelia Hartman, Chairperson

ATTEST:

_____
Executive Secretary

Item No. 21

CITY OF SAN ANTONIO

OFFICE OF ENVIRONMENTAL POLICY
P.O. BOX 839966
SAN ANTONIO, TEXAS 78283-3966

TO: City of San Antonio Planning Commission

FROM: Laurence Doxsey, Director, Office of Environmental Policy

COPIES: Edward Benavides, File

SUBJECT: San Antonio Bike Plan 2011 + Implementation Strategy

DATE: May 23, 2011

Dear Commissioners,

The City of San Antonio's Office of Environmental Policy has engaged in a planning process over the past 12 months to prepare an update of the Bicycle Master Plan for San Antonio and Bexar County. The updated Bicycle Plan, entitled "San Antonio Bike Plan 2011 + Implementation Strategy," is based on extensive citizen input, and recommends the development of a comprehensive bicycle network to complete key routes, address major barriers, and connect to key employment, educational and recreational amenities throughout the area.

The plan has been overseen, reviewed, and endorsed by the Bicycle Mobility Advisory Committee, an advisory committee to the San Antonio Bexar County Metropolitan Planning Organization Transportation Policy Board, as well as internal and external agency staff including Public Works, CIMS, Metro Health, Planning, Parks and Recreation, VIA Metropolitan Transit, Bexar County, and TxDOT. It contains a proposed prioritized project list as well as goals for staffing and funding. The plan also includes recommendations to encourage more bicycle-riding in San Antonio and to continue educating the public at large about bicycle safety. A copy of the plan can be found at www.sanantonio.gov/sabikes/bicycleMP.aspx.

The Planning Commission is respectfully asked to endorse the plan so that it can be forwarded to the San Antonio City Council for review and approval.

Sincerely,

W. Laurence Doxsey
Director

San Antonio Bike Plan 2011 + Implementation Strategy

HALFF

ToolesDesignGroup
BOSTON MA • WASHINGTON DC • SEATTLE WA

Bowman-Melton Associates, Inc.
bicycle and pedestrian planners

SAN ANTONIO BIKES
Office of Environmental Policy

Mission Statement

SAN ANTONIO BIKES
Office of Environmental Policy

Our goal is **to increase bike ridership** for **daily travel** and improve cycling **safety** by making our bike network **accessible, direct, and continuous.**

HALFF ToodeDesignGroup Bowman-Melton Associates, Inc.

Draft Recommendations for Review and Approval

A Vision for Bicycling in 2030

In 2030, bicycling will be a fundamental component of the complete transportation and recreation system of the San Antonio-Bexar County region. Residents and visitors of all ages and abilities know they can easily find a comfortable place to ride their bicycle – be it a multi-use path, bicycle boulevard, cycle track, bicycle lane, route, or other well-designed bikeway - in most areas of the region.

HALFF ToodeDesignGroup Bowman-Melton Associates, Inc.

Draft Recommendations for Review and Approval

Why is bicycling important to San Antonio?

- An increase in bicycling can significantly relieve traffic congestion in San Antonio

HALFF ToodeDesignGroup Bowman-Mellon Associates, Inc

Draft Recommendations for Review and Approval

Why is bicycling important to San Antonio?

- Bicycles efficiently use roads that are already in place

Howard Lane north of Hilldebrand

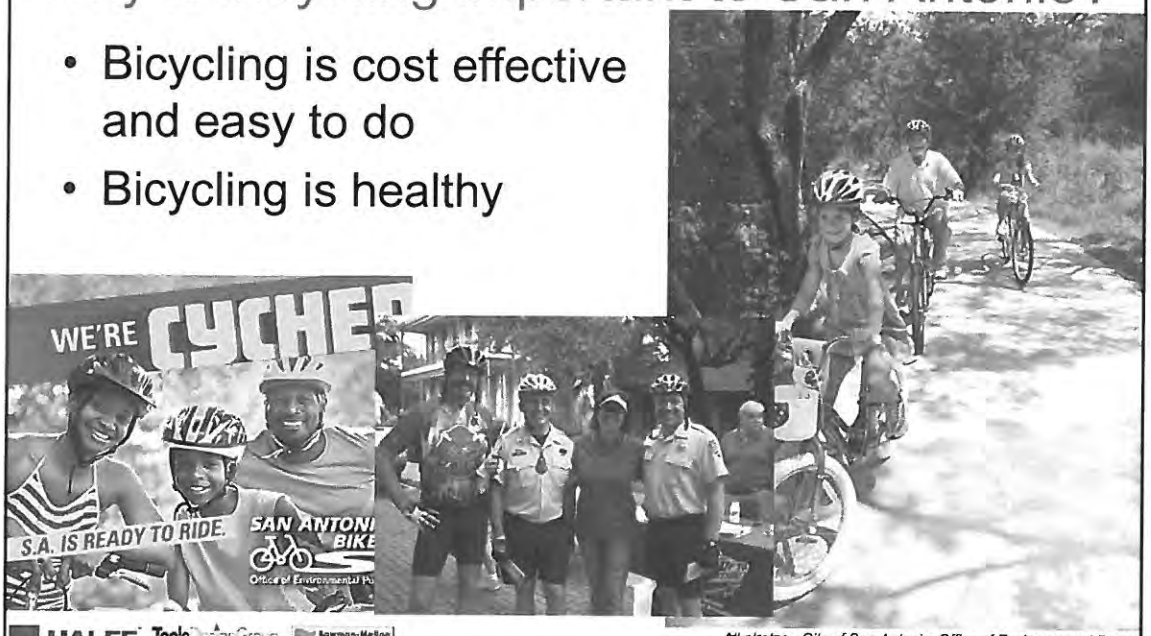
Photo is from "Program fahrradfreundliche Stadt Muenster" (City of Muenster, Germany)

HALFF ToodeDesignGroup Bowman-Mellon Associates, Inc

Draft Recommendations for Review and Approval

Why is bicycling important to San Antonio?

- Bicycling is cost effective and easy to do
- Bicycling is healthy



Athletes, City of San Antonio Office of Environmental Policy

Why is bicycling important to San Antonio?

- Bicycle facilities are inexpensive and largely use streets that are already in place
- Bicycling provides an alternative as fuel costs rise

Existing bicycle lanes along Ave. E

Why is bicycling important to San Antonio?

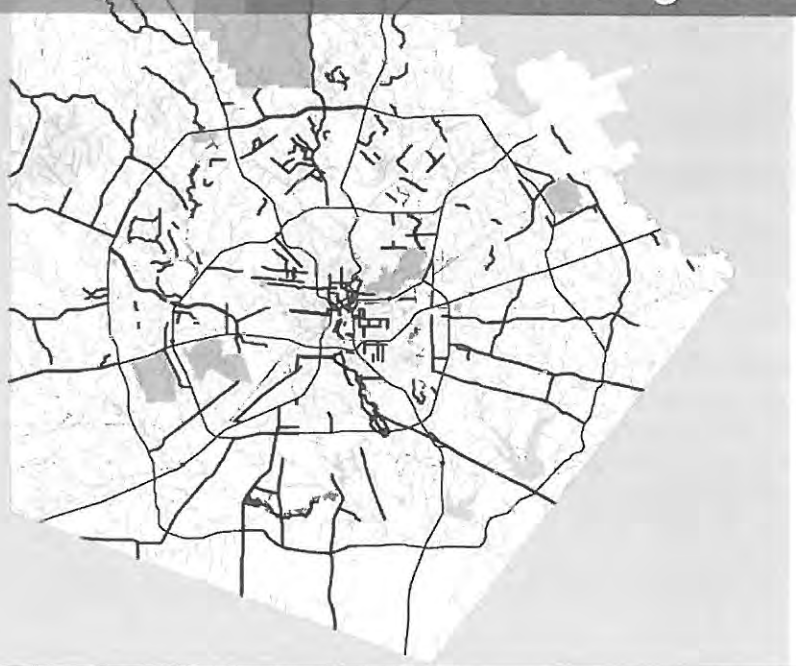
- Bicycling can transform/enhance San Antonio's image

All photos - City of San Antonio, Office of Environmental Policy

HALFF ToodeDesignGroup Bowman-Melton Associates, Inc.

Draft Recommendations for Review and Approval

Existing Network in 2010



Bike Lanes - 118 miles

Paths - 44 miles

Shoulders - 371 miles

Routes - 39 miles

200 miles+/- of facilities, and 371 miles of shoulders

State of Bicycling in San Antonio Today

- Significant potential number of cyclists in the area (as much as 15% of the area population per MPO Travel Patterns Study)
- Dramatic increase in facilities since 2000 (from 36 miles to 200+/- miles, 588% increase)
- Significant off-street system being developed
- Many new programs (Bike Share, Ciclovia, etc.)

State of Bicycling in San Antonio Today

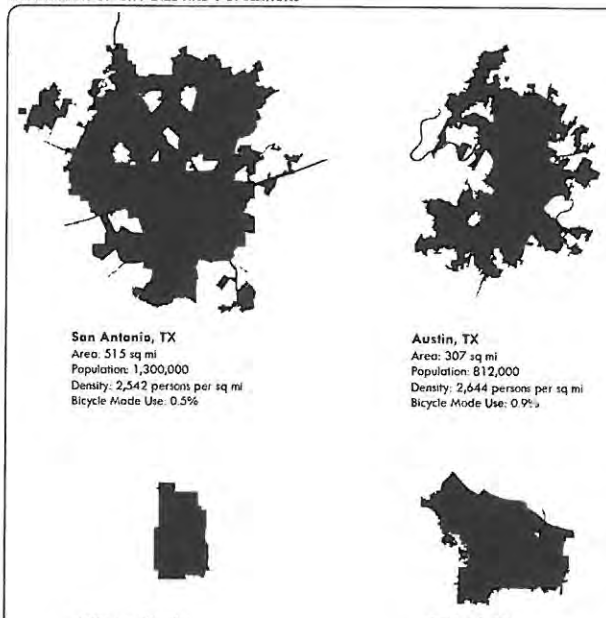
- Relatively low density of facilities throughout San Antonio and Bexar County (but huge geographic area)
- Poor system connectivity (too many major facility gaps)
- Low percentage of cyclists riding for purposeful trips (only 7%)
- Need to address level of injuries and fatalities (avg. of 2.3 fatalities per year over last 6 years)
- Need to increase maintenance of facilities (sweeping, restriping)
- Need to increase number of bus/bike trips
- Need to increase end of trip facilities (bike racks, secure parking, changing facilities)
- Need for greater visibility

HALFF ToodeDesignGroup Bowman-Mellon Associates, Inc.

Draft Recommendations for Review and Approval

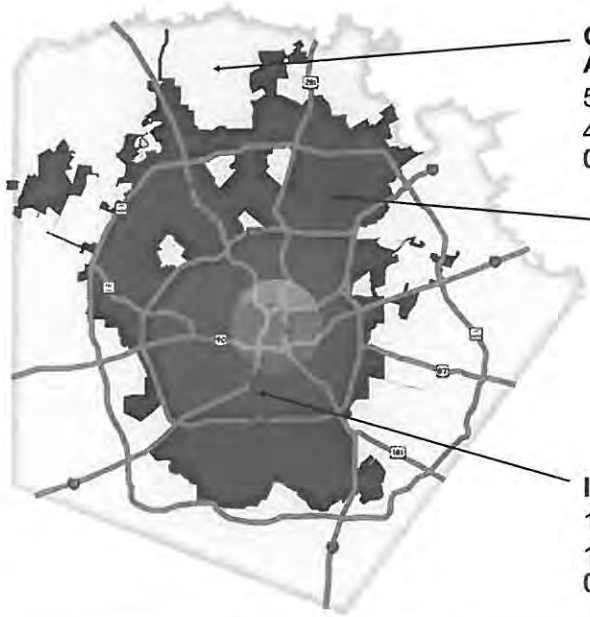
Density matters

COMPARISON OF CITY SIZE AND POPULATIONS



HALFF ToodeDesignGroup Bowman-Melton Associates, Inc.

Density of Facilities



Outside of San Antonio City Limits
535 square miles +/-
47 miles of facilities,
0.08 mile per s.m.

City of San Antonio (beyond 410 Loop)
334 square miles +/-
54 miles of facilities,
0.16 mile per s.m.

Inside 410 Loop
181 square miles +/-
100 miles of facilities,
0.55 mile per s.m.

HALFF

nendations for Review and Approval

Current Commuting Share (2005-2009 ACS)

MSA (Texas)	Working Population	Walked	Bicycle	Public Transportation
San Antonio/Bexar County	**878,700**	**2.2%**	**0.1%**	**2.3%**
Austin Round Rock	810,000	1.6%	0.7%	2.8%
Dallas Fort Worth	2,945,000	1.4%	0.2%	1.6%
Houston/Sugarland/Bay-town	2,581,000	1.5%	0.3%	2.7%
El Paso	285,000	2.3%	0.2%	1.9%
Brownsville/ Harlingen	128,600	2.1%	0.1%	0.8%
McAllen/Edinburg	241,300	1.5%	0.2%	0.3%

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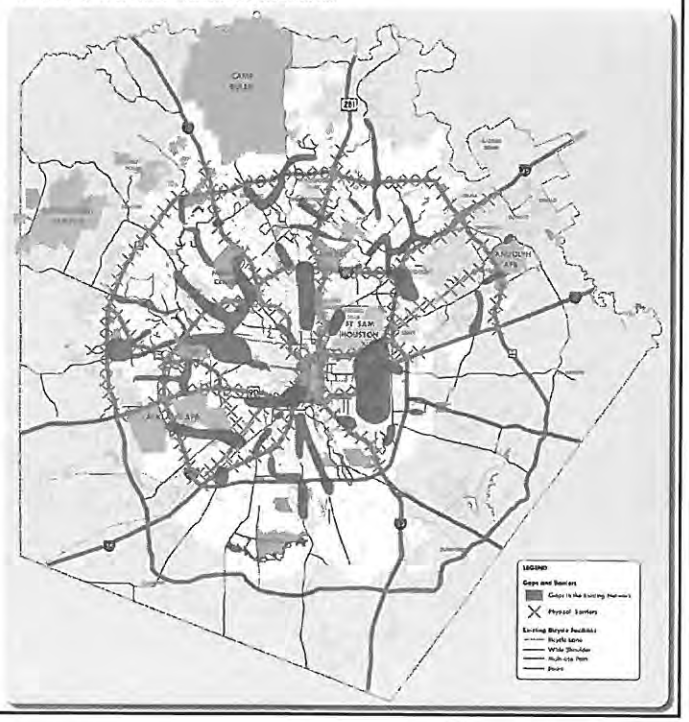
Draft Recommendations for Review and Approval

Significant Barriers and Gaps in the system

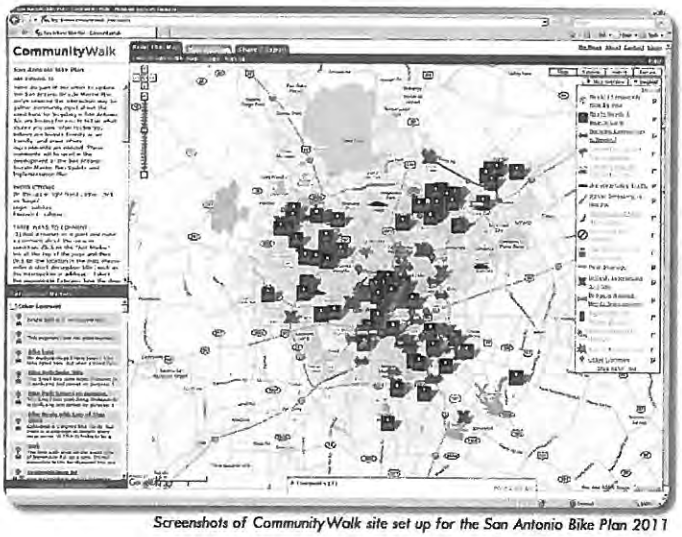
GAPS AND BARRIERS IN THE EXISTING BICYCLE NETWORK



HALFF ToodeDesignGroup Bowman-Mellon Associates, Inc.

Building on User and Citizen Input

CommunityWalk Comments	
Comment	Number of Comments
Route Needs A Bicycle Lane	112
Connection to/from Trail is Needed	31
Network Connection is Needed	31
Bicycle Lanes Needs New Striping	29
Difficult Intersection to Cross	29
Street Sweeping Is Needed	19
Uncomfortable Traffic	18
Poor Pavement Condition	17
Obstacle in Bicycle Lane or Path	13
Bicycle Parking is Needed	12
Other Comment	9
Bridge is Needed / Needs Improvement	8
Poor Drainage	7
Other Comment, Inadequate Facility	6
Signal Does Not Detect Bicycles	4



Screenshots of CommunityWalk site set up for the San Antonio Bike Plan 2011

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Draft Recommendations for Review and Approval

Elements of the Bicycle Master Plan

1. Bicycle Network & Infrastructure
2. Bicycle Support Facilities
3. Bicycle Programs: Education, Encouragement & Enforcement
4. Implementation Strategy

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Draft Recommendations for Review and Approval

Bicycle Network & Infrastructure

- Address key physical barriers in the network (freeways, rail corridors, etc)
- Address and resolve the issues with parking in bicycle lanes
- Develop a connected network of on- and off-street facilities
- Improve bicycle facility maintenance practices
- Connect the on-street network with off-street trails

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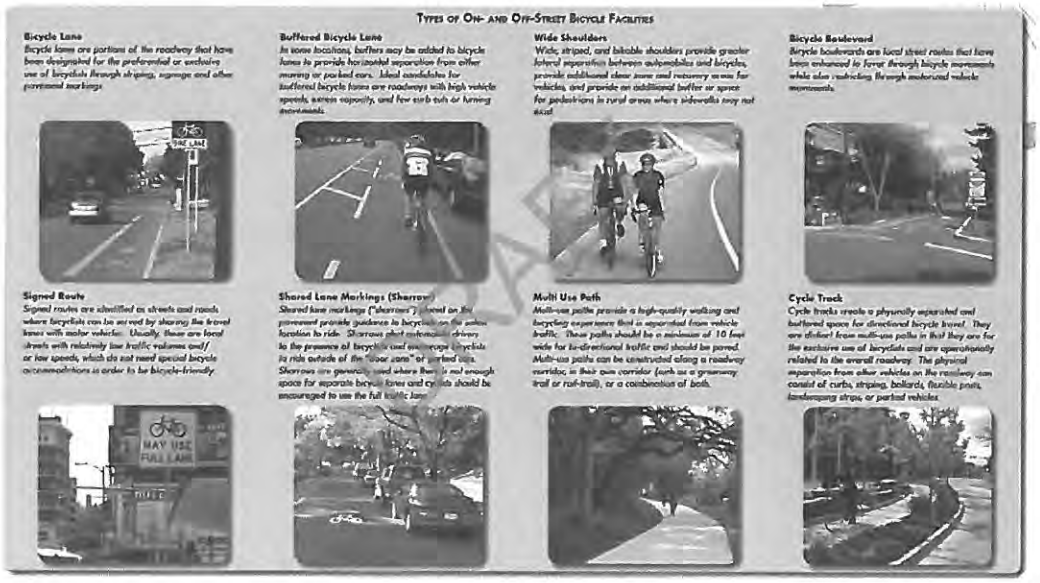
Draft Recommendations for Review and Approval

Implement a wide range of facilities



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Draft Recommendations for Review and Approval

Work towards a Complete Network

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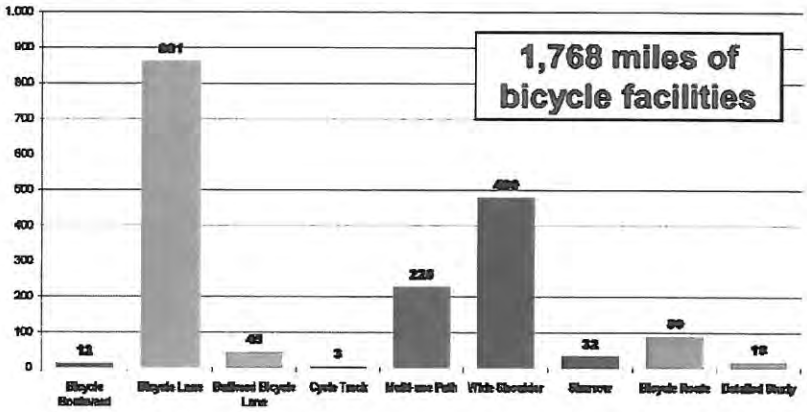
Bicycle Network & Infrastructure

Miles of Recommended Bicycle Facilities
Entire Study Area



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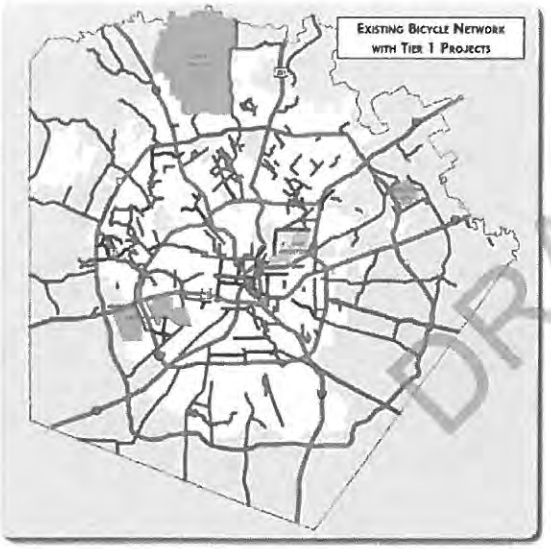
Draft Recommendations for Review and Approval

Complete the Network



DRAFT

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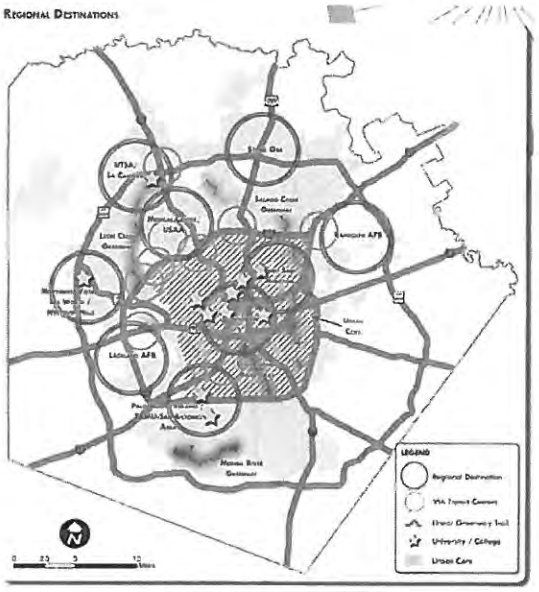
Draft Recommendations for Review and Approval

Focus on Key Nodes and High Intensity Destinations Initially

- Central San Antonio and the Urban core
- Medical Center /USAA
- UTSA / La Cantera area
- Westover Hills / Northwest Vista College / Sea World
- Stone Oak / US 281/1604
- Palo Alto / Verano / TAMU
- Military facilities
- Connections to Greenway trails
- VIA Transit Centers

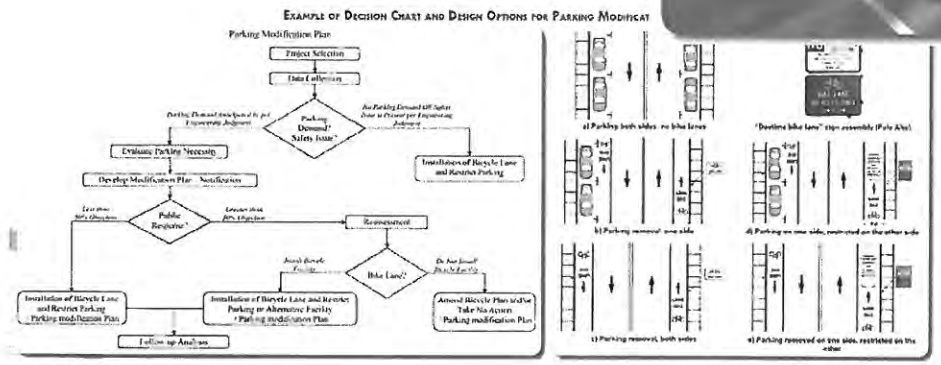


HALFF ToodeDesignGroup Bowman-Melton Associates, Inc.

Draft Recommendations for Review and Approval

Address Parking in Bicycle Lanes

- Policy for existing facilities
- Policy for new facilities



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Draft Recommendations for Review and Approval

Increase Maintenance

- Sweep bicycle lanes on the same schedule as streets
- Acquire a small sweeper for bicycle lanes that need more frequent independent maintenance
- Restripe lanes on a regular basis, and where necessary on a separate schedule from streets

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Draft Recommendations for Review and Approval

Bicycle Support Facilities

- Provide a comprehensive wayfinding system to facilitate network navigation
- Provide end-trip facilities that support bicycling (bicycle parking, showers, etc)
- Improve intersections to safely accommodate bicyclists
- Integrate bicycling with the mass-transit network

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Draft Recommendations for Review and Approval

Implement a comprehensive wayfinding system

- Install a destination oriented wayfinding system for bicyclists
- Install information kiosks in key locations

Increase bicycle parking

- Adjust requirements and add incentives for end-trip facilities
- Add long term parking at key locations

Various types of bicycle parking, from top left, counter-clockwise: short-term parking on a sidewalk; bike lockers; a bike parking cage; covered bicycle parking
Image Source, from top left, counter-clockwise: pedbikeinfo.org, Dan Burden, pedbikeinfo.org, Rob Rae, pedbikeinfo.org, Dan Burden; treehugger.com.

Integrate bicycle accommodations at intersections

- Research signal detection technology
- Establish design standards for special facilities to accommodate bicycles at key intersections

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Draft Recommendations for Review and Approval

Increase bike/bus trips

- High priority on bicycle access to transit centers and high frequency routes
- Incorporate bicycle facilities at major stops and transit centers
- Actively encourage dual mode trips

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Draft Recommendations for Review and Approval

Encouragement

- Incentivize bicycle commuting by city staff
- Increase / incentivize employers that actively encourage bicycle commuting
- Encourage school aged riders
- Increase fun rides and special events such as Ciclovia
- **Key action** – increase staff for encouragement activities

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Draft Recommendations for Review and Approval

Increase Riding to School

- Plan schools to be accessible from the neighborhoods around them
- Create a safe routes to school plan for every school in the City
- Help develop programs to incentivize riding to school
- Develop bicycle access plan for all universities and community colleges

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Draft Recommendations for Review and Approval

Implementation Strategy

- **Increase staffing and funding** to implement the goals and objectives of Bike Plan 2011.
- **Institutionalize** bicycle planning through new or revised policies, code amendments, operating procedures, and citizen advisory committees.
- **Engage and coordinate** with other departments, agencies, and organizations to leverage resources for implementation.
- Periodically **monitor and measure progress** and update on a regular basis (through counts and surveys)
- Enhance the role of BMAC as the area sounding board for bicycle related issues

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Draft Recommendations for Review and Approval

San Antonio Bike Plan 2011 + Implementation Strategy

HALFF

ToodeDesignGroup
BOSTON MA • WASHINGTON DC • SEATTLE WA

Bowman-Melton Associates, Inc.
bicycle and pedestrian planners

SAN ANTONIO BIKES
Office of Environmental Policy

RESOLUTION # _____

A RESOLUTION ENDORSING AND RECOMMENDING APPROVAL OF AN UPDATED BICYCLE MASTER PLAN FOR SAN ANTONIO AND BEXAR COUNTY ENTITLED "SAN ANTONIO BIKE PLAN 2011 + IMPLEMENTATION STRATEGY."

* * * * *

WHEREAS, the City Charter has empowered the Planning Commission to approve certain actions as consistent with the Master Plan; and

WHEREAS, the City of San Antonio's Office of Environmental Policy engaged in a planning process to update the Bicycle Master Plan (Plan) for San Antonio and Bexar County. The updated Bicycle Master Plan, entitled "San Antonio Bike Plan 2011 + Implementation Strategy," is based on extensive citizen input and recommends development of a bicycle network to complete key routes, address major barriers, and connect to key employment, educational and recreational amenities throughout the area among other objectives; and

WHEREAS, the updated Plan contains a prioritized project list, goals for staffing and funding, and recommendations to encourage more bicycle-riding in San Antonio and to continue educating the public about bicycle safety; and

WHEREAS, the updated Plan has been overseen, reviewed, and endorsed by the Bicycle Mobility Advisory Committee, an advisory committee to the San Antonio Bexar County Metropolitan Planning Organization Transportation Policy Board, as well as internal and external agency staff including Public Works, CIMS, Metro Health, Planning, Parks and Recreation, VIA Metropolitan Transit, Bexar County, and TxDOT; and

WHEREAS, after careful consideration and deliberation, the Planning Commission has elected to support and recommend the updated Plan at its hearing and approval by City Council; **NOW THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Planning Commission recommends City Council approve the updated Bicycle Master Plan entitled "San Antonio Bike Plan 2011 + Implementation Strategy," as described in Exhibit A.

SIGNED this 8th day of June, 2011.

_____

, Chair

Attest:

_____

Executive Secretary
San Antonio Planning Commission

City of San Antonio Planning and Community Development Department
Plan Amendment Recommendation

Plan Amendment Application Case No.: PA11032 Item No. 22

Council District: **4** City Council Meeting Date: **8/4/2011**

☒Plan Amendment Maps – Attachment 1
☒Digital Ortho Image – Attachment 2

Summary:

Neighborhood/Community/Perimeter Plan: **United Southwest Communities Plan**
The applicant requests to amend the Land Use Plan designation *from* **Low Density Residential and Community Commercial** land use *to* **Industrial** land use.

Background Information:

Applicant: Brown & Ortiz, PC
Owner: Swinerton Incorporated
Property Location: 8331 SW Loop 410
Acreage: 9.0660
Current Land Use of site: Storage
Adjacent Land Uses:
N: Community Commercial (vacent)
E: Low Density Residential (single family residential)
S: Low Density Residential and Community Commercial (single family residential/ vacant)
W: Low Density Residential (single family residential)

Issue:

LAND USE ANALYSIS:

The subject property is located along within the United Southwest Communities Plan, along the west side of southwest Loop 410, approximately one-half mile north of Old Pearsall Road. The parcel is designated Community Commercial land use for approximately 80% of the lot which fronts southwest Loop 410. The western portion of the parcel is designated Low Density Residential land use. The parcel immediately to the north is vacant and designated Community Commercial land use. A residential neighborhood is to the west of the subject property, and vacant parcels and a small cluster of residential homes abut the southern boundary. Ingress/egress to the subject property is achieved from the Loop 410 access road. A developed single family neighborhood is located on the east side of Loop 410.

The applicant is requesting to change approximately 9.066 acres of a parcel from Community Commercial land use and Low Density Residential land use to Industrial land use to be consistent with a subsequent zoning change request.

Community Commercial land use provides for offices, professional services, and retail uses that are accessible to bicyclists and pedestrians. Community Commercial land use should be located at nodes on arterials at major intersections or where an existing commercial area has been established. Example uses include cafes, offices, restaurants, beauty parlors, neighborhood groceries or markets, convenience stores, and medical clinics.

The Industrial use classification allows a mix of manufacturing uses, business parks and limited retail/ service uses that serve or compliment other industrial uses. Examples of industrial uses include drug laboratories, furniture wholesalers, lumberyards, and warehousing.

City of San Antonio Planning and Community Development Department
Plan Amendment Recommendation

The United Southwest Communities Plan provides guidance for economic development opportunities along Loop 410 between Valley Hi Drive and Old Pearsall Road. Goal 1 of the plan states, "Attract new businesses, services and retail establishments to the United Southwest Communities", and Objective 1.1 promotes the implementation of "strategies to attract commercial development." Further, Action Step 1.1.1 seeks "commercial (non-residential) zoning along Loop 410 between Valley hi Drive and Old Pearsall Road as identified in the land use plan." Additionally, the Economic Development Goal identifies specific locations appropriate for Industrial uses. Action Step 1.1.2 states, "Work with the San Antonio Economic Development Foundation to solicit companies to locate and build industrial and commercial development along IH-35 South and along Fischer Road."

The United Southwest Communities Plan was recently reviewed for recommendations to update the plan. This process was part of the recently adopted West/Southwest Sector Plan, and included extensive outreach to planning teams and area stakeholders. The United Southwest Communities Plan was reviewed and found to be consistent with the land use recommendations identified in the West/ Southwest Sector Plan. The West/Southwest Sector Plan was adopted by City Council on April 21, 2011.

Promoting industrial uses near large vacant tracts explicitly targeted for commercial opportunities may negatively influence the preferred development pattern of this area. Additionally, industrial uses are generally incompatible with residential neighborhoods and may provide negative economic or environmental effects to adjacent non-industrial uses. Industrial land use in this area may provide the unintended result of encouraging more intensive and incompatible uses within an area predominately suburban in character. The recently adopted West/Southwest Sector Plan and updated Southwest Communities Plan re-established the preferred development pattern and land use designations for this region as community commercial.

☐Minimal Impact ☐Impact can be mitigated ☒Significant Impact - Incompatible Land Use

TRANSPORTATION/INFRASTRUCTURE ANALYSIS:
Major Thoroughfare Plan Designations: None.

Comments: The residential areas abutting the subject property are served by Carmona Pass, a collector street terminating at the Loop 410 access road. Access to this portion of Loop 410 is achieved from Ray Ellison Drive, a Secondary Arterial Type A, approximately 2 miles north of the subject property. The Loop 410 access road extends to Old Pearsall Road, a Secondary Arterial Type A, approximately 1 mile south of the subject property. Access onto the Loop 410 highway is not provided on this 3 mile portion of the Loop 410 access road.

☐Minimal Impact ☐Impact can be mitigated ☒Significant Impact to Transportation Capacity

COMMUNITY FACILITIES ANALYSIS:
Nearby Public Facilities: Several clustered public facilities are within 3 miles of the subject property. Crossroads Christian Academy, Neil Armstrong Elementary School, and City of San Antonio Fire Station #36 are located east of Loop 410, along Ray Ellison Drive. Sun Valley Elementary School, Valley Hi Baptist Academy, and the Johnston Branch Public Library are located about 2.5 miles north of the subject property along the Loop 410 access road immediately south of Medina Base Road. Miller's Pond is approximately 1 mile east of the subject property along Old Pearsall Road.

Comments:
☒Minimal Impact ☐Impact can be mitigated ☐Significant Impact to Community Facilities Capacity

City of San Antonio Planning and Community Development Department
Plan Amendment Recommendation

Recommendation:

STAFF RECOMMENDATION:

☐ Approval ☒ Denial ☐ Alternate Recommendation

Comments: Based on the goals identified in the United Southwest Communities Plan, the West/ Southwest Sector Plan, the proximity of established neighborhoods to the subject property, and the potential for increasing and promoting incompatible land uses along Loop 410, staff recommends denial.

PLANNING COMMISSION RECOMMENDATION:

Meeting & Public Hearing Date: May 11, 2011 and June 8, 2011

☐ Approval ☐ Denial ☐ Resolution Attached

Newspaper Publication Date of Public Hearing: 4/21/2011

No. Notices mailed 10 days prior to Public Hearing: 41

Registered Neighborhood Association(s) Notified: Solana Ridge Home Owner's Association, People Active in Community Effort (P.A.C.E.)

Comments:

ZONING COMMISSION SUPPLEMENTAL INFORMATION: Z2011117

Current zoning district: R-6 AHOD Proposed zoning district: I-1 AHOD

Zoning Commission Public Hearing Date: 5/17/2011

☐ Approval ☐ Denial

Planning and Community Development Department Staff:

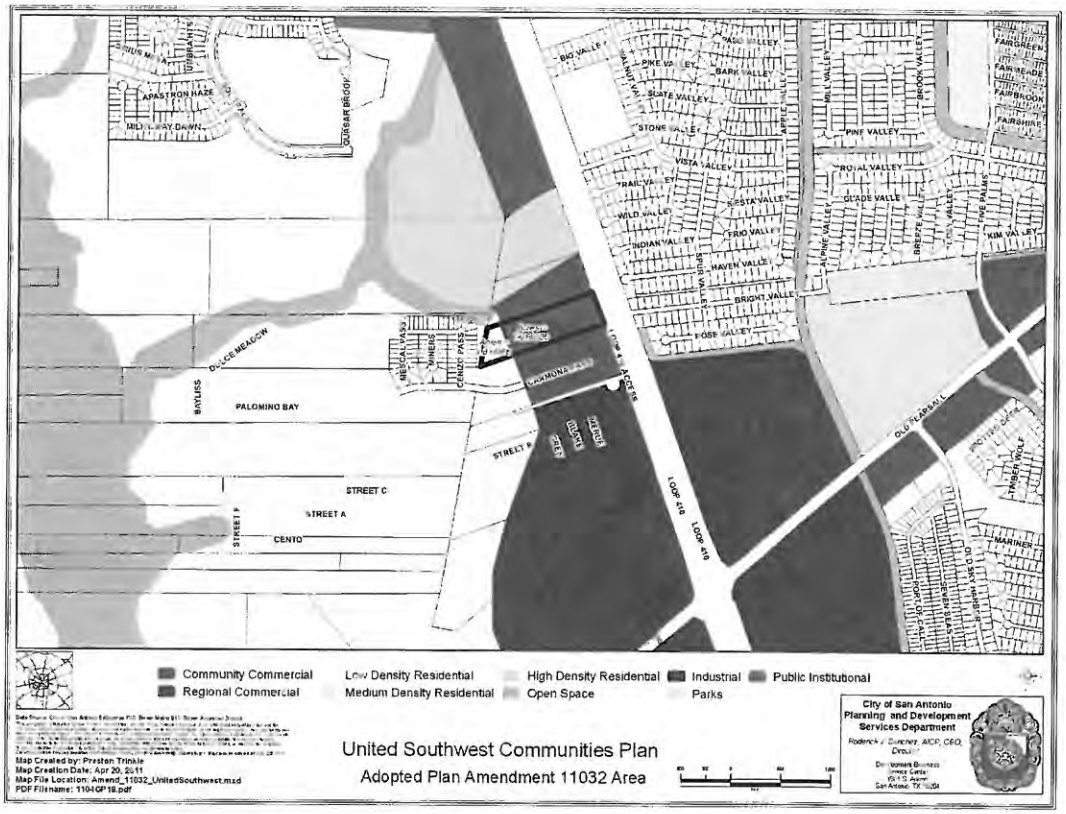
Patrick B. Howard, AICP Interim Director

Andrea Gilles Planning Manager

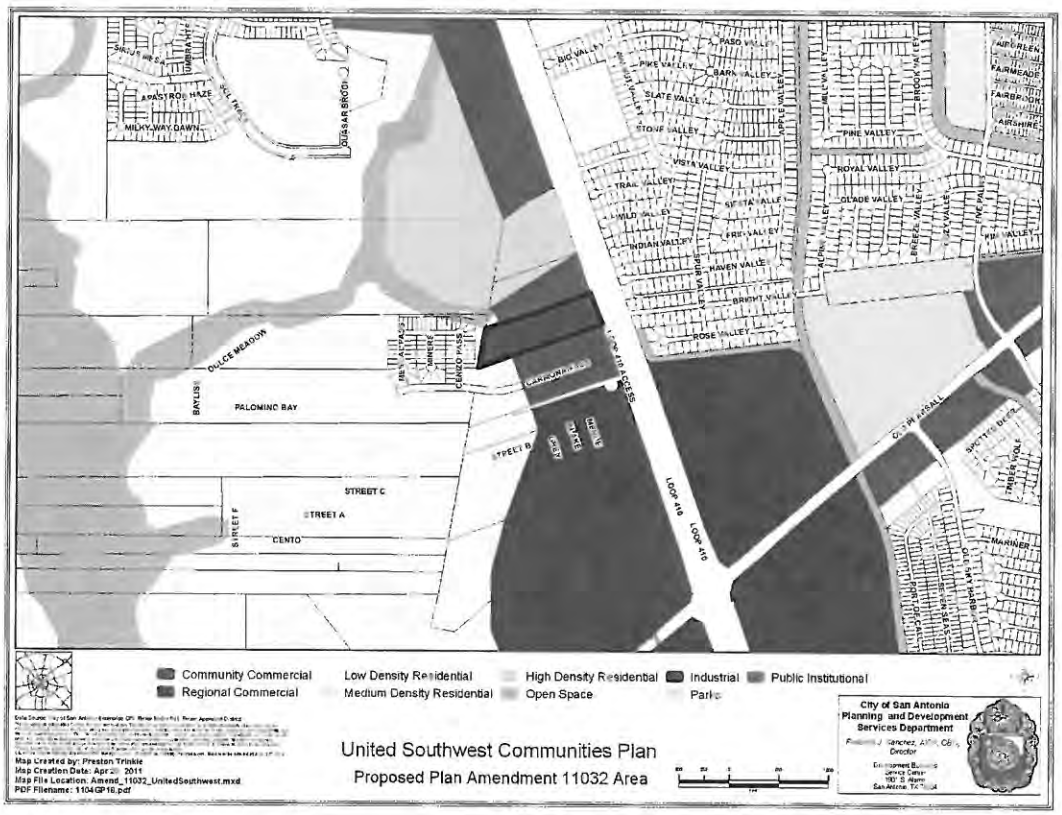
Case Manager: John Osten Senior Planner Phone No.: 207-2187

Attachment 1

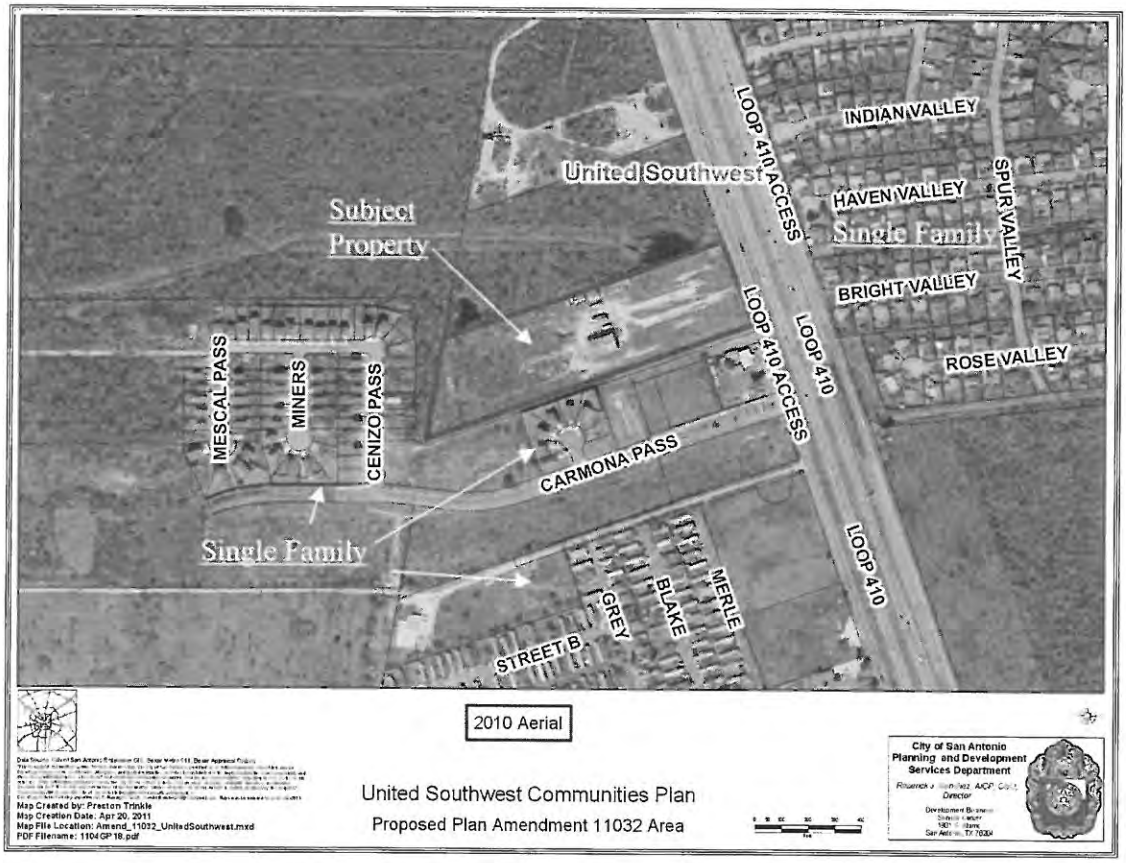
Land Use Plan as adopted:



Proposed Amendment:



Attachment 2



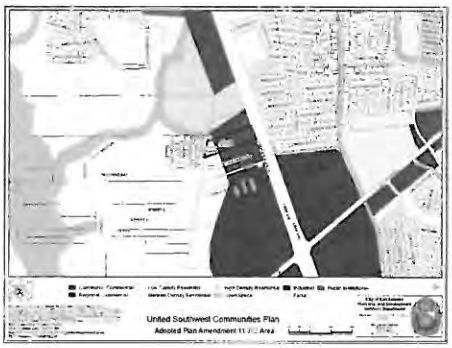
Master Plan Amendment 11032

United Southwest Communities Plan

Planning Commission
May 11, 2011
Agenda Item No. 25

Amendment 11032

Plan as adopted:



Proposed amendment:

Surrounding Land Uses

Area Images

Subject Property – Industrial Proposed

Property to the south

Property to the west

Property to the east

Staff Recommendation

Denial of the request to amend from Low Density Residential and Community Commercial land Use to Industrial land use

RESOLUTION NO.

RECOMMENDING TO DENY THE AMENDMENT OF THE LAND USE PLAN CONTAINED IN THE UNITED SOUTHWEST COMMUNITIES PLAN, A COMPONENT OF THE MASTER PLAN OF THE CITY, BY CHANGING THE USE FROM LOW DENSITY RESIDENTIAL AND COMMUNITY COMMERCIAL LAND USE TO INDUSTRIAL LAND USE FOR AN AREA OF APPROXIMATELY 9.0660 -ACRES LOCATED AT 8331 SW LOOP 410.

WHEREAS, City Council approved the United Southwest Communities Plan as an addendum to the Master Plan on July 13, 2005; and

WHEREAS, the May 3, 2001 Unified Development Code requires consistency between zoning and the Master Plan as specified in Sections 35-105, 35-420 (h), and 35-421 (d) (3); and

WHEREAS, Chapter 213.003 of the Texas Local Government Code provides that the Master Plan may be amended by ordinance following a public hearing and review by the Planning Commission; and

WHEREAS, the San Antonio Planning Commission held a public hearing on June 8, 2011 and **DENIED** the amendment on June 8, 2011; and

WHEREAS, the San Antonio Planning Commission has considered the effect of this amendment to the Master Plan as it pertains to land use intensity, compatibility, community facilities, and the transportation network and found the amended plan to be **INCONSISTENT** with City policies, plans and regulations and in conformance with the *Unified Development Code*, Section 35-420; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:

SECTION 1: The amendment to the United Southwest Communities Plan attached hereto and incorporated herein by reference is recommended to the City Council with this Commission's recommendation for **DENIAL** as an amendment to the City's Comprehensive Master Plan.

PASSED AND APPROVED ON THIS 8th DAY OF JUNE 2011.

Attest:

_____

Executive Secretary
San Antonio Planning Commission

Approved:

_____

Amelia Hartman, Chair
San Antonio Planning Commission

City of San Antonio Planning and Community Development Department
Plan Amendment Recommendation

Plan Amendment Application Case No.: PA 11034 Item No. 23

Council District: **2** City Council Meeting Date: **8/4/2011**

☒Plan Amendment Maps – Attachment 1
☒Digital Ortho Image – Attachment 2

Summary:

Neighborhood/Community/Perimeter Plan: **Westfort Alliance Neighborhood Plan**
The applicant requests to amend the Land Use Plan designation *from* **Urban Single Family Residential** land use *to* **Medium Density Residential** land use.

Background Information:

Applicant: Steven Claffin
Owner: Steven Claffin
Property Location: 353 Brahan Boulevard
Acreage: 0.1905
Current Land Use of site: Single family home
Adjacent Land Uses:
N: Medium Density Residential (apartments)
E: Urban Single Family Residential (single family home)
S: Urban Single Family Residential and Medium Density Residential (duplexes and single family homes)
W: Medium Density Residential (apartments)

Issue:

LAND USE ANALYSIS:
The subject property is an approximately 0.1905 acre parcel located at the northeast corner of the intersection of Brahan Boulevard and North Pine Street in the Westfort Alliance Neighborhood Plan. The current land use designation for the property is Urban Single Family Residential land use. Surrounding land use designations include Urban Single Family Residential land use to the south and east, and Medium Density Residential land use to the north and west. The subject property is also approximately 205 feet west of the western boundary of Fort Sam Houston.

The property is currently designated as Urban Single Family Residential in the Westfort Neighborhood Plan. The Westfort Alliance Neighborhood Plan recommends Urban Single Family Residential development be oriented toward the center of the neighborhood and away from traffic arterials. This land use classification is defined as being composed primarily of single-family dwellings on small individual lots with a density of five to ten dwelling units per acre. One detached accessory dwelling unit less than 800 square feet in size is permitted per lot.

The proposed amendment would change the land use designation for the subject property to Medium Density Residential land use. Medium Density Residential land use includes small lot single-family development, duplexes, small apartments with up to six units, and townhomes. Additionally, this land use classification acknowledges the varying residential densities within the planning area and recognizes the Planning Team's desire to see new apartments and multi-family residential development built at a neighborhood-sized scale that is complementary to adjacent surrounding properties.

The Westfort Alliance Neighborhood Future Land Use Plan shows a mix of Urban Single Family Residential and Medium Density Residential development interspersed throughout the central portion of the planning area. The proposed plan amendment would not significantly alter the mix of low and

medium density residential uses in the area, as the current fabric of the neighborhood is a mix of single-family and multifamily units, and would pose minimal negative impacts to surrounding properties. Although properties to the north and west, as well as a few to the south, of North Pine Street are designated Medium Density Residential in the Westfort Neighborhood Alliance Future Land Use Plan, the block face of Brahan, where the subject property is located, is designated Urban Single Family Residential. This plan amendment conflicts with the Westfort Alliance Neighborhood Plan (1997) which states the Westfort Alliance Neighborhood's desire to lessen the intensity of development in residential areas distant from major streets or corridors by maintaining the low density residential characteristics of the area. The subject property is located approximately 1,500 feet from Broadway.

The Westfort Alliance Neighborhood Plan recommends Medium Density Residential uses be placed along main thoroughfares in the planning area in order to serve as transitional land uses protecting the core of the neighborhood from potentially negative impacts from commercial uses in the planning area. The majority of the commercial uses in the Westfort Alliance Neighborhood area are located adjacent to Broadway. Medium Density Residential land use is more appropriately located near Broadway where it can better serve as a buffer between commercial and adjacent residential uses.

The Westfort Alliance Neighborhood is currently in the planning process for a Neighborhood Conservation District. The Neighborhood Conservation District is intended to result in a series of structural design standards that will promote the desirability and character of the neighborhood.

☐ Minimal Impact ☐ Impact can be mitigated ☒ Significant Impact - Incompatible Land Use

TRANSPORTATION/INFRASTRUCTURE ANALYSIS:
Major Thoroughfare Plan Designations: None.
Comments: Brahan Boulevard is a local street. The subject property is approximately 1,500 feet east of the intersection of Brahan Boulevard and Broadway. The nearest transit stop is located at the intersection of North Alamo Street and Cunningham Avenue, approximately 1,700 feet southwest of the subject properties.
☒ Minimal Impact ☐ Impact can be mitigated ☐ Significant Impact to Transportation Capacity

COMMUNITY FACILITIES ANALYSIS:
Nearby Public Facilities: The subject property is approximately 145 feet west of the boundaries of Fort Sam Houston. There is no entrance to Fort Sam Houston within the vicinity of the subject property. The subject property is also approximately a half-mile west of Brackenridge Golf Course. There is a VIA transit stop located approximately 1,700 feet southwest of the property at the intersection of North Alamo Street and Broadway.
Comments:
☒ Minimal Impact ☐ Impact can be mitigated ☐ Significant Impact to Community Facilities Capacity

Recommendation:

STAFF RECOMMENDATION:
☐ Approval ☒ Denial ☐ Alternate Recommendation:
Comments: Staff recommends denial. The proposed amendment could pose potential negative impacts to the existing adjacent low density residential uses. Additionally, the Westfort Alliance Neighborhood Plan identifies medium density uses as an appropriate buffer between commercial uses along Broadway and the residential interior. Broadway is appoximately 1,500 feet from the subject property. For the subject property Urban Single Family Residential is a more appropriate land use.

City of San Antonio Planning and Community Development Department
Plan Amendment Recommendation

PLANNING COMMISSION RECOMMENDATION:

Meeting & Public Hearing Date: May 25, 2011; cont. to June 8, 2011

☐ Approval ☐ Denial ☐ Resolution Attached

Newspaper Publication Date of Public Hearing: May 12, 2011

No. Notices mailed 10 days prior to Public Hearing: 35

Registered Neighborhood Association(s) Notified: Westfort Alliance Neighborhood Association

Comments:

ZONING COMMISSION SUPPLEMENTAL INFORMATION: Z2011130

Current zoning district: R-6 Proposed zoning district: RM-4

Zoning Commission Public Hearing Date: June 7, 2011

☐ Approval ☐ Denial

Planning and Community Development Department Staff:

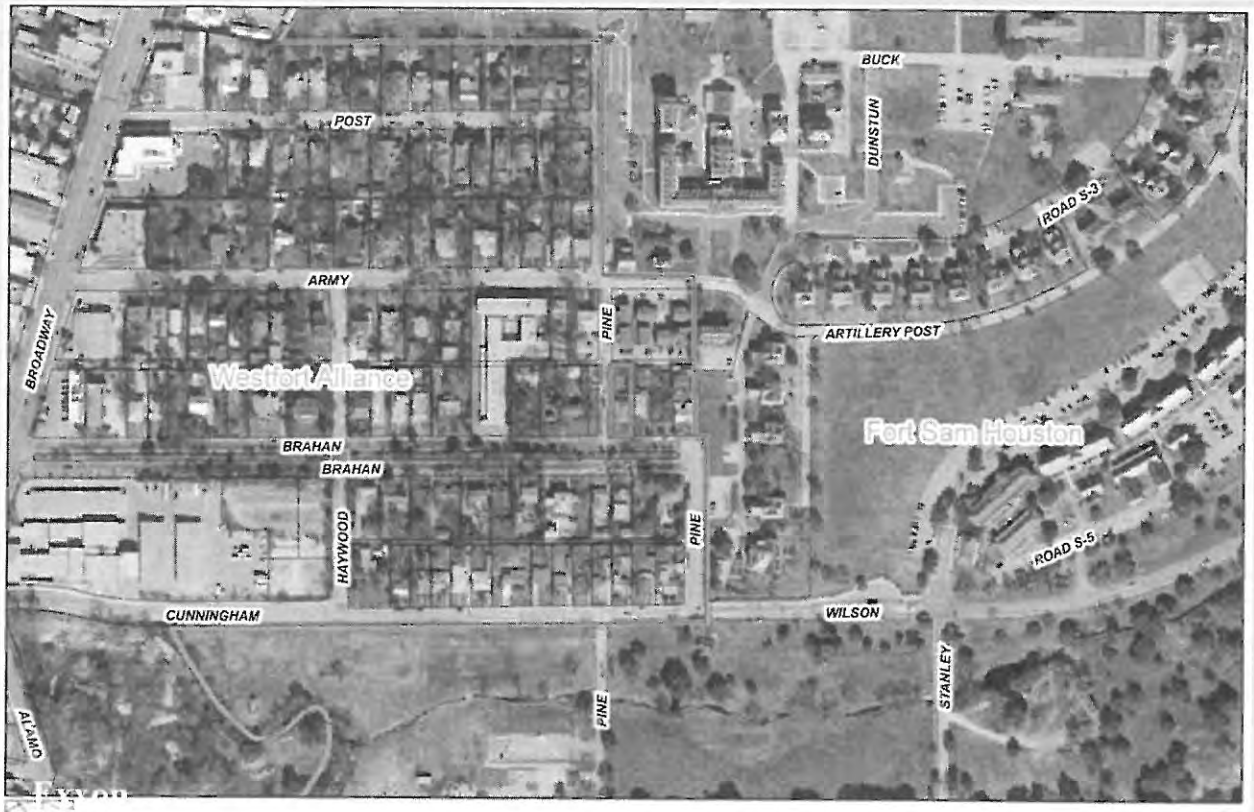
T.C. Broadnax	Assistant City Manager/Interim Director		
Andrea Gilles	Planning Manager		
Case Manager: Tyler Sorrells, AICP	Planner	Phone No.:	207.7395

Attachment 1

Land Use Plan as adopted:

Proposed Amendment:

Attachment 2



2010 Aerial

Map Created by: Preston Trinkle
Map Creation Date: Apr. 23, 2011
Map File Location: Amend_11034_Westfort.mxd
PDF Filename: 11D4GP25.pdf

Westfort Alliance Neighborhood Plan

Proposed Plan Amendment 11034 Area

City of San Antonio
Planning and Community
Development Department

Master Plan Amendment 11034

Westfort Alliance Neighborhood Plan

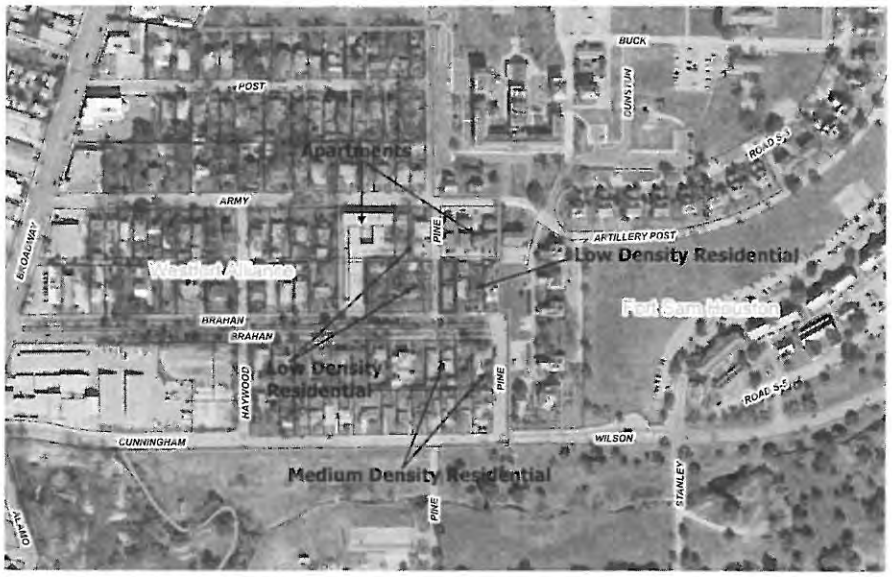
Planning Commission
June 8, 2011
Agenda Item No. XX

Amendment 11034

Plan as adopted:

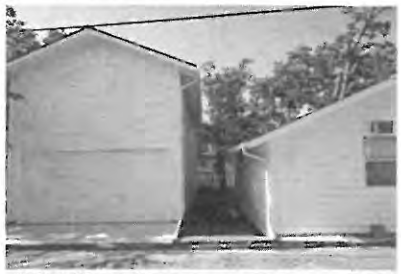
Proposed amendment:

Surrounding Land Uses



Area Images

Subject Property (from Brahan)



Subject Property

North

West

Staff Recommendation

Denial of the request to amend from Urban Single Family land use to Medium Density Residential land use

RESOLUTION NO.

RECOMMENDING TO DENY THE AMENDMENT OF THE WESTFORT ALLIANCE NEIGHBORHOOD PLAN CONTAINED IN THE PLAN, A COMPONENT OF THE MASTER PLAN OF THE CITY, BY CHANGING THE USE FROM URBAN SINGLE FAMILY RESIDENTIAL LAND USE TO MEDIUM DENSITY RESIDENTIAL LAND USE FOR AN AREA OF APPROXIMATELY 0.1905-ACRES LOCATED AT 353 BRAHAN BOULEVARD.

WHEREAS, City Council approved the Westfort Alliance Neighborhood Plan as an addendum to the Master Plan on September 25, 1997; and an update on May 29, 2003; and

WHEREAS, the May 3, 2001 Unified Development Code requires consistency between zoning and the Master Plan as specified in Sections 35-105, 35-420 (h), and 35-421 (d) (3); and

WHEREAS, Chapter 213.003 of the Texas Local Government Code provides that the Master Plan may be amended by ordinance following a public hearing and review by the Planning Commission; and

WHEREAS, the San Antonio Planning Commission held a public hearing on May 25, 2011 and **DENIED** the amendment on May 25, 2011; and June 8, 2011; and

WHEREAS, the San Antonio Planning Commission has considered the effect of this amendment to the Master Plan as it pertains to land use intensity, compatibility, community facilities, and the transportation network and found the amended plan to be **INCONSISTENT** with City policies, plans and regulations and in conformance with the *Unified Development Code*, Section 35-420, therefore not meeting all requirements; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:

SECTION 1: The amendment to the Westfort Alliance Neighborhood Plan attached hereto and incorporated herein by reference is recommended to the City Council with this Commission's recommendation for **DENIAL** as an amendment to the City's Comprehensive Master Plan.

PASSED AND APPROVED ON THIS 8th DAY OF JUNE 2011.

Attest:

_____

Executive Secretary
San Antonio Planning Commission

Approved:

_____

Amelia Hartman, Chair
San Antonio Planning Commission

City of San Antonio Planning and Community Development Department
Plan Amendment Recommendation

Plan Amendment Application Case No.: PA 11035 Item No. 24

Council District: **7** City Council Meeting Date: **8/4/2011**

☒Plan Amendment Maps – Attachment 1
☒Digital Ortho Image – Attachment 2

Summary:

Neighborhood/Community/Perimeter Plan: **Near Northwest Community Plan**
The applicant requests to amend the Land Use Plan designation *from* **Urban Low Density Residential** land use *to* **Neighborhood Commercial** land use.

Background Information:

Applicant: Jose Gallegos
Owner: Armando Rodriguez
Property Location: North of the intersection of Donaldson Avenue and Mabry, more specifically described as Lots 73 through 76 Block 19 NCB 7023.
Acreage: 0.3260
Current Land Use of site: Vacant
Adjacent Land Uses:
N: Urban Low Density Residential (single family home)
E: Neighborhood Commercial (electric shop)
S: Neighborhood Commercial (multi-tenant building) and Medium Density Residential (single family home)
W: Urban Low Density Residential (single family home)

Issue:

LAND USE ANALYSIS:
The subject property is located along the northern side of Donaldson Avenue just north of the intersection of Donaldson and Mabry Street in the Near Northwest Community Plan. It is located along an area that is predominately single family residential in character on the north and west and commercial on the east and is occupied by a single family home and vacant building on the south. The Near Northwest Community Plan designates the properties to the north and west as Urban Low Density Residential land use and properties to the east as Neighborhood Commercial land use. Properties to the south are designated as Medium Density land use and Neighborhood Commercial land use.

The Near Northwest Plan designates the land use for the subject property as Urban Low Density Residential land use. Urban Low Density Residential land use mainly includes single-family houses on individual lots. Detached and attached accessory dwelling units such as granny flats and garage apartments are allowed when located on the same lot as the principal residence. Only one accessory dwelling is permitted per lot and should reflect the appearance of the main structure. Certain non-residential uses, such as schools, places of worship and parks, are appropriate within these areas and should be centrally located to provide easy accessibility.

The applicant is requesting to change the future land use designation for the subject property to Neighborhood Commercial land use. Neighborhood Commercial land use provides for offices, professional services, and shopfront retail uses that are pedestrian-oriented. Neighborhood Commercial uses should be located at the intersection of a collector and local street or where an existing commercial area has been established. Examples of Neighborhood Commercial uses include gift shops, delis, offices, restaurants, beauty parlors, small neighborhood groceries or markets, coffee shops, shoe repair

shops and medical clinics. No drive-through establishments are permissible. Live/work units, allowing for residential use above commercial space, as well as a limited number of apartments are permitted. The applicant is requesting this plan amendment and associated zoning change to construct a flower shop on this site. The structure will be approximately 2,000 sf and will provide for on- site parking, and landscape buffering as required.

The request for Neighborhood Commercial land use expands the existing Neighborhood Commercial node already established at the corners of Donaldson Avenue and Mabry Street and will allow for continued development of this existing commercial area in accordance with the desires of the community as outline in Objective 2.2 of the the Near Northwest Community Plan.

The Near Northwest Plan generally discourages commercial encroachment into residential areas. However, the proximately of established commercial uses on the east and south side of the subject property make it appropriate for Neighborhood Commercial land use.

☒Minimal Impact ☐Impact can be mitigated ☐Significant Impact - Incompatible Land Use

TRANSPORTATION/INFRASTRUCTURE ANALYSIS:
Major Thoroughfare Plan Designations: Donaldson Avenue is a Collector Street.
Other streets: Mabry, Morning Glory, John Page and Meredith are local streets. The area includes sidewalks which allow pedestrian access to and from the adjacent residential areas. There is also a VIA bus stop on Donaldson Avenue and Mabry Street.
Comments: The existing transportation infrastructure could support any additional traffic generated by the requested land use change.

☒Minimal Impact ☐Impact can be mitigated ☐Significant Impact to Transportation Capacity

COMMUNITY FACILITIES ANALYSIS:
Nearby Public Facilities: Living Word Non-Denominational Church, Grace Presbyterian Church, Primera Iglesia Bautista Mexicana Church and Thomas Jefferson High School are within walking distance. St. Paul's Church and Community Center and Woodlawn Lake Park are also nearby.
Comments: The existing community facilities could support any additional demand generated by the requested land use change.

☒Minimal Impact ☐Impact can be mitigated ☐Significant Impact to Community Facilities Capacity

Recommendation:

STAFF RECOMMENDATION:
☒ Approval ☐ Denial ☐Alternate Recommendation:
Comments: The request for Neighborhood Commercial land use expands the existing Neighborhood Commercial node already established at the corners of Donaldson Avenue and Mabry Street and will allow for continued development of this existing commercial area in accordance with the desires of the community as outline in Objective 2.2 of the Near Northwest Community Plan.

PLANNING COMMISSION RECOMMENDATION:
Meeting & Public Hearing Date: June 8, 2011
☐ Approval ☐ Denial ☐Resolution Attached
Newspaper Publication Date of Public Hearing: 5/20/2011
No. Notices mailed 10 days prior to Public Hearing: 24 to property owners, 33 to Planning Team members and 4 to neighborhood Associations.

City of San Antonio Planning and Community Development Department
Plan Amendment Recommendation

Registered Neighborhood Association(s) Notified: Jefferson, Woodlawn Lake, Keystone and Los Angeles Heights

ZONING COMMISSION SUPPLEMENTAL INFORMATION: Z2011136

Current zoning district: R-6 NCD 7 Proposed zoning district: C-1 NCD-7

Zoning Commission Public Hearing Date: 6/21/2011

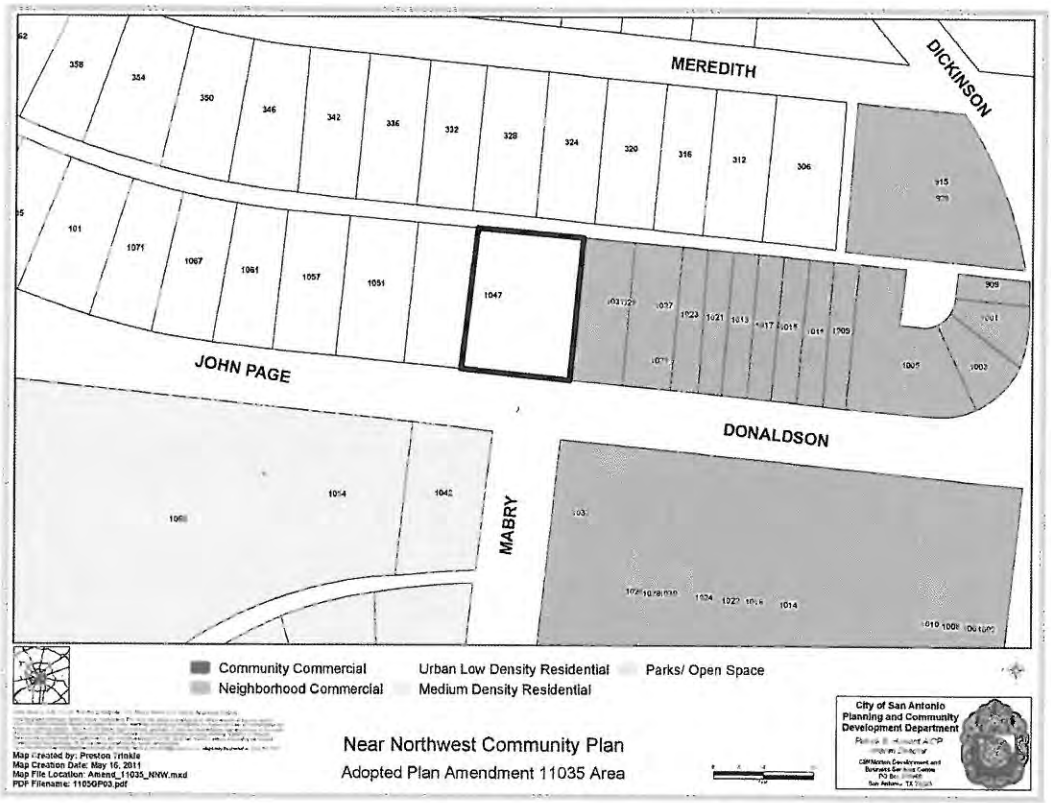
☐ Approval ☐ Denial

Planning and Community Development Department Staff:

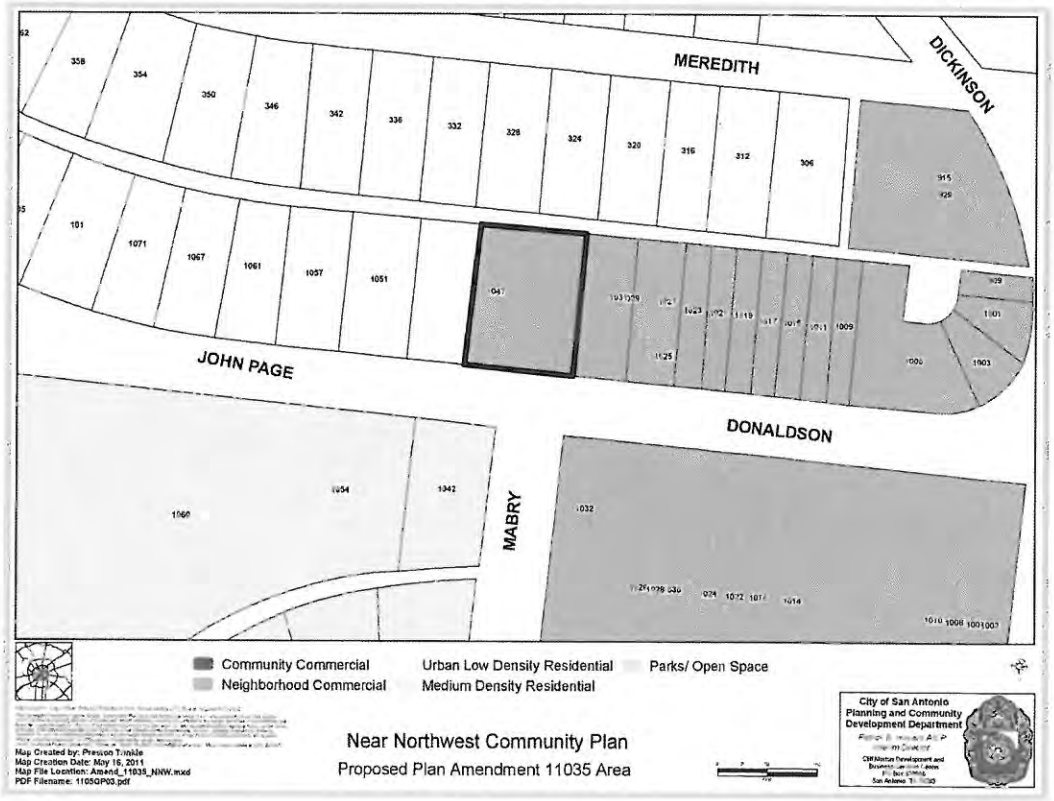
T. C. Broadnax	Assistant City Manager/Interim Director	
Andrea Gilles	Planning Manager	
Robert C. Acosta	Planner	Phone No.:207-0157

Attachment 1

Land Use Plan as adopted:



Proposed Amendment:



Attachment 2

Master Plan Amendment 11035

Near Northwest Community Plan

Planning Commission
June 8, 2011
Agenda Item No. 25

Amendment 11035

Plan as adopted:

Proposed amendment:

Surrounding Land Uses

Area Images

Front view of Subject Property

Adjacent Property to the East

Adjacent Property to the West

Adjacent Property to the South

Staff Recommendation

Approval of the request to amend from Urban Low Density Residential land Use to Neighborhood Commercial land use

RESOLUTION NO.

RECOMMENDING TO APPROVE THE AMENDMENT OF THE LAND USE PLAN CONTAINED IN THE NEAR NORTHWEST COMMUNITY PLAN, A COMPONENT OF THE MASTER PLAN OF THE CITY, BY CHANGING THE USE FROM URBAN LOW DENSITY RESIDENTIAL LAND USE TO NEIGHBORHOOD COMMERCIAL LAND USE FOR AN AREA OF APPROXIMATELY 0.3260 ACRES LOCATED NORTH OF THE INTERSECTION OF DONALDSON AVENUE AND MABRY STREET, MORE SPECIFICALLY DESCRIBED AS LOTS 73 THROUGH 76 BLOCK 19 NCB 7023.

WHEREAS, City Council approved the Near Northwest Community Plan as an addendum to the Master Plan onFebruary 14, 2002; and

WHEREAS, the May 3, 2001 Unified Development Code requires consistency between zoning and the Master Plan as specified in Sections 35-105, 35-420 (h), and 35-421 (d) (3); and

WHEREAS, Chapter 213.003 of the Texas Local Government Code provides that the Master Plan may be amended by ordinance following a public hearing and review by the Planning Commission; and

WHEREAS, the San Antonio Planning Commission held a public hearing on June 8, 2011 and **APPROVED** the amendment on June 8, 2011; and

WHEREAS, the San Antonio Planning Commission has considered the effect of this amendment to the Master Plan as it pertains to land use intensity, compatibility, community facilities, and the transportation network and found the amended plan to be **CONSISTENT** with City policies, plans and regulations and in conformance with the *Unified Development Code*, Section 35-420, therefore meeting all requirements; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:

SECTION 1: The amendment to the Near Northwest Community Plan attached hereto and incorporated herein by reference is recommended to the City Council with this Commission's recommendation for **APPROVAL** as an amendment to the City's Comprehensive Master Plan.

PASSED AND APPROVED ON THIS 8th DAY OF JUNE 2011.

Attest:

_____

Executive Secretary
San Antonio Planning Commission

Approved:

_____

Amelia Hartman, Chair
San Antonio Planning Commission

City of San Antonio Planning and Community Development Department
Plan Amendment Recommendation

Plan Amendment Application Case No.: PA 11036 Item No. 25

Council District: **7** City Council Meeting Date: **8/4/2011**

☒Plan Amendment Maps – Attachment 1
☒Digital Ortho Image – Attachment 2

Summary:

Neighborhood/Community/Perimeter Plan: **Near Northwest Community Plan**
The applicant requests to amend the Land Use Plan designation *from* **Low Density Residential** land use *to* **Community Commercial** land use.

Background Information:

Applicant: Robert Grant
Owner: Shaver and Harris Trust
Property Location: 2647 Culebra
Acreage: 0.31 acre
Current Land Use of site: Office
Adjacent Land Uses:
N: Low Density Residential (single family home)
E: Low Density Residential (auto storage)
S: None (vacant)
W: General Urban Tier (restaurant)

Issue:

LAND USE ANALYSIS:

The subject property is an approximately 0.31 acre parcel located at the northeast corner of General McMullen Drive and Culebra Road. The subject property is developed with an existing office structure on the site. The property immediately adjacent to the north is classified as Low Density Residential land use in the Near Northwest Community Plan and is occupied by a single-family home. The Near Northwest Community Plan classifies the property to the east as Low Density Residential land use and is currently in use as an auto storage facility. The property to the south is a vacant parcel that is not within a neighborhood, community, or sector plan area and being used as parking for an existing commercial property. The properties west of General McMullen Drive and southwest of the subject properties are within the boundaries of the West/Southwest Sector Plan and are classified as General Urban Tier land use. A restaurant is currently in operation at the northwest corner of the intersection and a convenience store occupies the southwest corner of the intersection.

The subject property is classified as Low Density Residential land use. Low Density Residential land use is composed of single-family houses on individual lots, reflecting the predominant lot size in the area. Certain non-residential uses, such as schools and places of worship, are appropriate within these areas and should be centrally located to facilitate accessibility. The proposed plan amendment will change the land use classification for the subject property to Community Commercial land use. Community Commercial development includes medium and high density land uses that draw their customer base from a larger community. Community Commercial land uses are typically located on arterials at major intersections or in established commercial areas along arterials. Examples of Community Commercial land uses include grocery stores, offices, apartments, and community shopping centers.

City of San Antonio Planning and Community Development Department
Plan Amendment Recommendation

The Near Northwest Community Plan recommends that Community Commercial land uses be clustered in nodal development patterns at the major intersections of arterials or in established commercial areas along arterials. The intersection of General McMullen Drive and Culebra Road is a major intersection with several established commercial uses along both of these major corridors. General McMullen Drive is classified as a Primary Arterial Type A in the Major Thoroughfare Plan and Culebra Road is classified as a Secondary Arterial Type A. The proposed plan amendment would pose a minimal impact to the existing transportation infrastructure in the area. The subject property is also buffered from the adjacent single-family residential to the north by an approximately 14 foot wide alley. The existing alley at the rear of the property will serve to protect the residential area to the north from potential negative impacts from the subject property.

Objective 2.2 calls for the creation and development of new businesses in the area in order to create commercial diversity in the planning area. Additionally, Action Step 2.2.2 encourages the location of new business in existing commercial areas. Amending the land use classification for the subject property would facilitate business growth in the area that is consistent with the established commercial corridor along General McMullen Drive and Culebra Road. Community Commercial land use is also consistent with neighboring land uses west of General McMullen Drive which are designated as General Urban Tier land use. The proposed land use amendment will create a Community Commercial land use node at the intersection of General McMullen Drive and Culebra Road.

☒Minimal Impact ☐Impact can be mitigated ☐Significant Impact - Incompatible Land Use

TRANSPORTATION/INFRASTRUCTURE ANALYSIS:
Major Thoroughfare Plan Designations: The Major Thoroughfare Plan classifies General McMullen Drive as a Primary Arterial Type A and Culebra Road as a Secondary Arterial Type A. There is a VIA transit stop located at the southeast corner of the intersection of General McMullen Drive and Culebra Road.
Comments:
☒Minimal Impact ☐Impact can be mitigated ☐Significant Impact to Transportation Capacity

COMMUNITY FACILITIES ANALYSIS:
Nearby Public Facilities: St. Mary's University is located approximately 0.65 miles west of the subject property. Saint Jude's Catholic Church is located approximately a quarter-mile southwest of the subject property
Comments:
☒Minimal Impact ☐Impact can be mitigated ☐Significant Impact to Community Facilities Capacity

Recommendation:

STAFF RECOMMENDATION:
☒ Approval ☐ Denial ☐Alternate Recommendation:
Comments: The Community Commercial land use category recommends placement in a nodal pattern at the intersection of major arterials. The proposed land use amendment is properly located at the intersection of two major arterials. Additionally, the proposed plan amendment would encourage commercial growth within the existing commercial areas along Culebra Road and General McMullen Drive.

PLANNING COMMISSION RECOMMENDATION:
Meeting & Public Hearing Date: June 8, 2011
☐ Approval ☐ Denial ☐Resolution Attached
Newspaper Publication Date of Public Hearing: May 20, 2011

City of San Antonio Planning and Community Development Department
Plan Amendment Recommendation

No. Notices mailed 10 days prior to Public Hearing: 48
Registered Neighborhood Association(s) Notified: Woodlawn Lake Community Association
Comments:

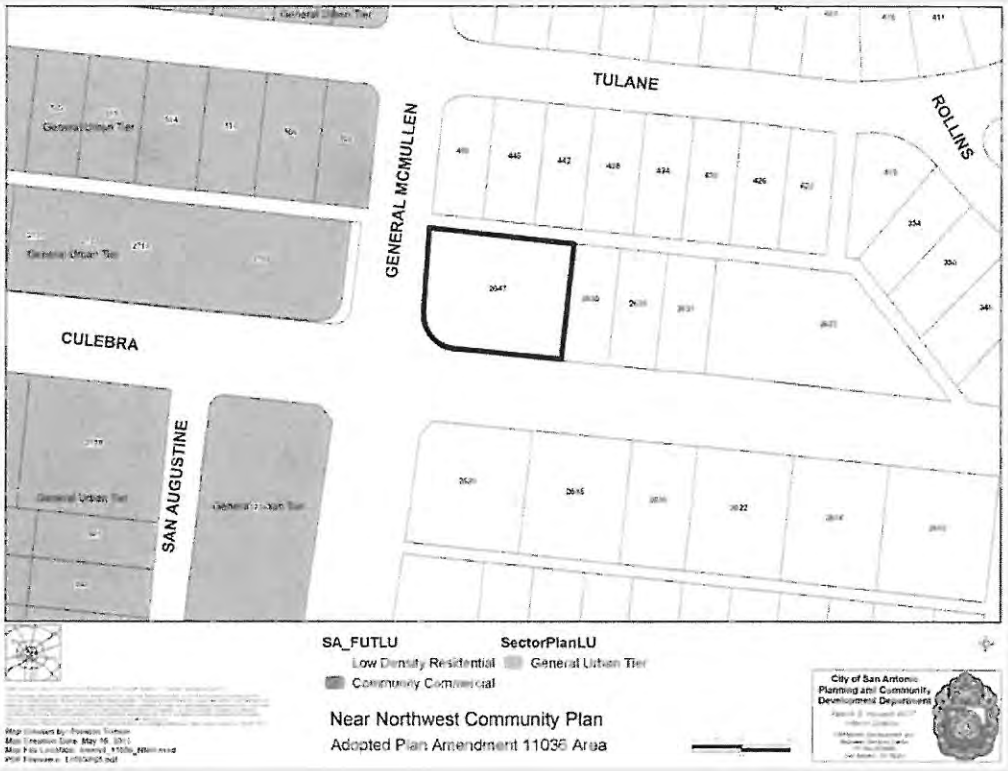
ZONING COMMISSION SUPPLEMENTAL INFORMATION: Z2011133 S
Current zoning district: C-3
Proposed zoning district: C-2 with a specific use for a check cashing and payday loan facility
Zoning Commission Public Hearing Date: June 21, 2011
☐ Approval ☐ Denial

Planning and Community Development Department Staff:

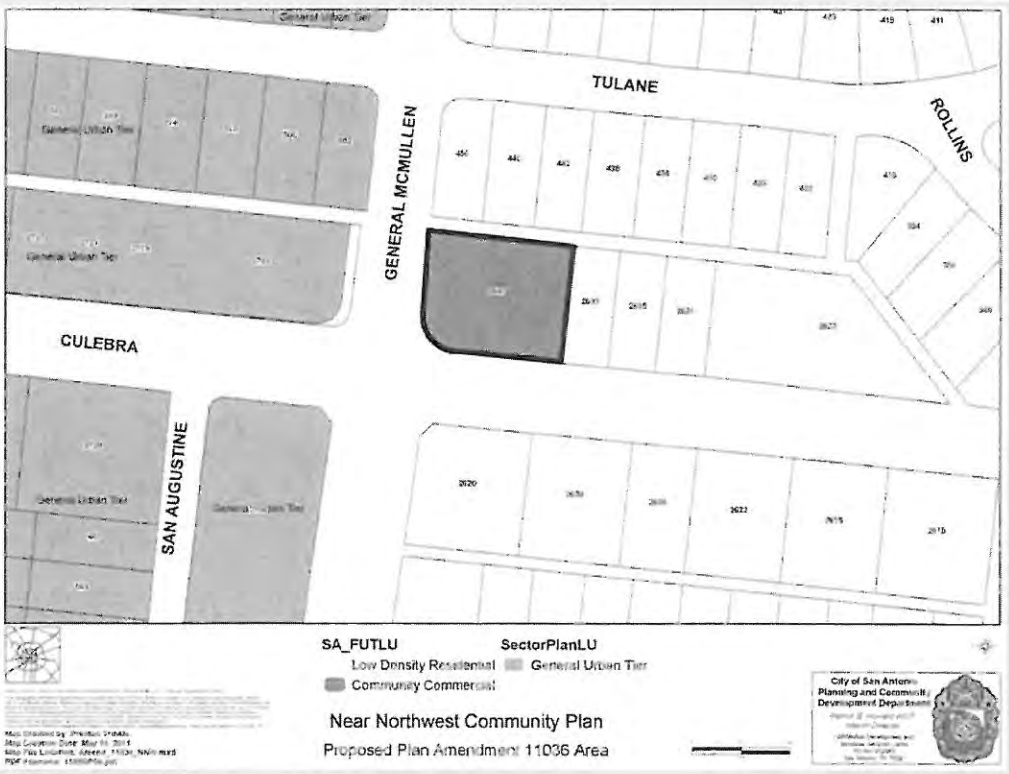
T.C. Broadnax	Assistant City Manager/Interim Director		
Andrea Gilles	Planning Manager		
Case Manager: Tyler Sorrells, AICP	Planner	Phone No.:	**207-7395**

Attachment 1

Land Use Plan as adopted:



Proposed Amendment:



Attachment 2

2010 Aerial

Map Created by: Preston Trimble
Map Creation Date: May 16, 2011
Map File Location: Amend_11036_NNW.mxd
PDF Filename: 11053P06.pdf

Near Northwest Community Plan

Proposed Plan Amendment 11036 Area

City of San Antonio
Planning and Community
Development Department

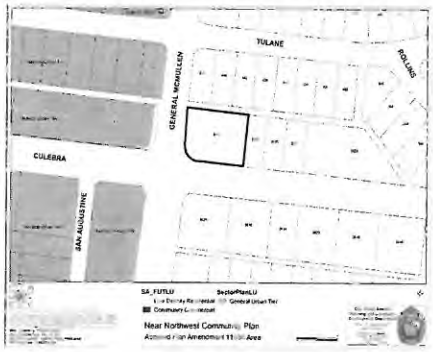
Master Plan Amendment 11036

Near Northwest Community Plan

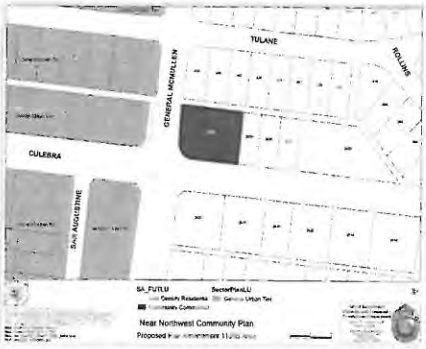
Planning Commission
June 8, 2011
Agenda Item No. XX

Amendment 11031

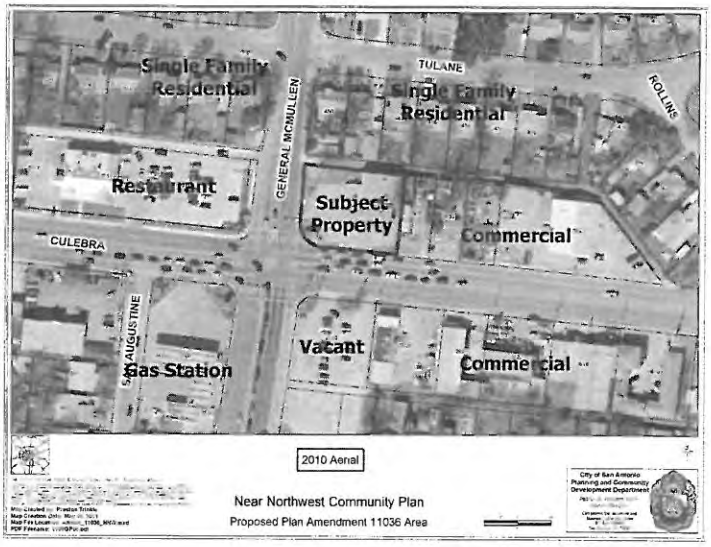
Plan as adopted:



Proposed amendment:



Surrounding Land Uses



Area Images

Subject Property

North

South

West

Staff Recommendation

Approval of the request to amend from Low Density Residential land use to Community Commercial land use

RESOLUTION NO.

RECOMMENDING TO APPROVE THE AMENDMENT TO THE LAND USE PLAN CONTAINED IN THE NEAR NORTHWEST COMMUNITY PLAN, A COMPONENT OF THE MASTER PLAN OF THE CITY, BY CHANGING THE USE FROM LOW DENSITY RESIDENTIAL LAND USE TO COMMUNITY COMMERCIAL LAND USE FOR AN AREA OF APPROXIMATELY 0.3133 -ACRES LOCATED AT 2647 CULEBRA .

WHEREAS, City Council approved the Near Northwest Community Plan as an addendum to the Master Plan on February 14, 2002; and

WHEREAS, the May 3, 2001 Unified Development Code requires consistency between zoning and the Master Plan as specified in Sections 35-105, 35-420 (h), and 35-421 (d) (3); and

WHEREAS, Chapter 213.003 of the Texas Local Government Code provides that the Master Plan may be amended by ordinance following a public hearing and review by the Planning Commission; and

WHEREAS, the San Antonio Planning Commission held a public hearing on June 8, 2011 and **APPROVED** the amendment on June 8, 2011; and

WHEREAS, the San Antonio Planning Commission has considered the effect of this amendment to the Master Plan as it pertains to land use intensity, compatibility, community facilities, and the transportation network and found the amended plan to be **CONSISTENT** with City policies, plans and regulations and in conformance with the *Unified Development Code*, Section 35-420, therefore meeting all requirements; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:

SECTION 1: The amendment to the Near Northwest Community Plan Plan attached hereto and incorporated herein by reference is recommended to the City Council with this Commission's recommendation for **APPROVAL** as an amendment to the City's Comprehensive Master Plan.

PASSED AND APPROVED ON THIS 8th DAY OF JUNE 2011.

Attest:

_____

Executive Secretary
San Antonio Planning Commission

Approved:

_____

Amelia Hartman, Chair
San Antonio Planning Commission

P/C AGENDA FOR June 8, 2011				
Item Number	Plat Name	Company	Owner Information	Agent Information
5A & 6	Fox Grove, Unit 11A	KB Home Lone Star, Inc.	Joseph Hernandez	
5B & 7	Villa Del Sol, Unit 10B	KB Home Lone Star, Inc.	Joseph Hernandez	
5C & 8	Westwinds Commercial, Unit -3A2	Laredo S. Ltd.	A. Bradford Galo	
9	Stonewall Estates Unit 4A PUD	HM Stonewall Estates, LTD.	Jay Hanna	
10	Stonewall Estates Unit 4B PUD	HM Stonewall Estates, LTD.	Jay Hanna	
11	Republic Oaks, Unit 1	Velma Development, LLC	Gordan V. Hartman	
12	LPG Properties at Westover Hills	LPG Properties at Westover Hills, LLC.	Lauren Golden	
13	Weatherford Hilltop	Weatherford	Mike Hayes	
14	Presidio Heights Unit 3 PUD	McMillin Texas Development, LLC.	Drake Thompson	
15	Acme Park	Flores & Company Consulting Engineers, Inc.	Thomas Flores	
16	Indian Creek PH II	City of San Antonio	Dale Keller	
17	Fisher's Neighborhood Market	Midtex Oil L.P.	Michael K. Garrot, Sr.	