

**CITY OF SAN ANTONIO  
PLANNING AND DEVELOPMENT  
SERVICES DEPARTMENT  
Interdepartmental Correspondence**

**TO:** San Antonio Planning Commission

**FROM:** Melissa Ramirez, Senior Management Analyst on behalf of Roderick J. Sanchez,  
Director, Planning and Development Services

**COPY:** File and City Attorney's Office

**SUBJECT:** Applicants Appeal of Carmel Canyon - RD 10-02-005

**DATE:** August 11, 2010

**SUMMARY AND RECOMMENDATION:**

The applicant filed an appeal on March 24, 2010, based on the City's denial of statutory rights associated with RD 10-02-005, Carmel Canyon. The Unified Development Code (UDC) §35-712(d) authorizes the Planning Commission to hear such appeals. In this appeal, the applicant questions the City's determination not to recognize rights for the project based on: 1) The Applicant does not comply with the provisions of Chapter 245 of the Local Government Code and Chapter 35 of San Antonio's City Code (Unified Development Code or UDC); 2) The SAWS Agreement and supporting documents do not describe or designate the Project or Project area that is specifically described and designated by the Applicant in the COSA Rights Determination Application and Fair Notice Forms; 3) The Applicant changed projects; and 4) In addition, if the 1994 Agreement was analyzed in a manner so as to support the Project as described in the Application and Fair Notice Forms, the development activity on the land surrounding the Project and the Project area would not be considered progress towards completion of the Project, which means the project is dormant. Therefore, staff's recommendation is for denial of the appeal.

**BACKGROUND INFORMATION:**

The applicant requested a determination of rights for a 124 multi-family project, on a 5.797 acre tract of land located near the intersection of Culebra Road and FM 1560 on February 8, 2010. The request is based on a SAWS Utility Service Agreement, which was executed April 4, 1995 and the applicant is requesting to be exempt from COSA landscape and tree ordinances.

**POLICY ANALYSIS:**

The Applicant submitted a COSA Rights Determination Application, Fair Notice Forms, an agreement (the "Agreement") between himself and SAWS, authorized April 4, 1995, for the provision of water and wastewater service to 417.7 acres of land, and numerous supporting documents. Rights are denied based on:

1. The Applicant does not comply with the provisions of Chapter 245 of the Local Government Code and Chapter 35 of San Antonio's City Code (Unified Development Code or UDC).

2. The Agreement and supporting documents do not describe or designate the Project or Project area that is specifically described and designated by the Applicant in the COSA Rights Determination Application and Fair Notice Forms. The maps and property location descriptions included as part of the Agreement and the Agreement related documents refer to provision of service to the land, but there is no map, plan, schematic drawing, or anything that shows service to the Project or to the Project Area as the Applicant specifies in the COSA Rights Determination Application and Fair Notice Forms.

3. The Applicant changed projects. The Applicant requests a rights determination for a multi-family development project and the Agreement indicates single family residential development. The 1994 Agreement and supporting documents described a project that is different from the Project that the Applicant described in the Application and Fair Notice Forms. The Project and the Project area is described and designated by the Applicant for the first time in the COSA Rights Determination Application and Fair Notice Forms. The 1994 Agreement itself does not describe or anticipate the Project or Project area as described by Applicant. It does have a provision that states "If determined to be applicable by the President/CEO, the Developer hereby agrees to submit to the President/CEO, a Project Master Plan, an Engineering Report, and a Water Plan." The documents submitted by the Applicant that are related to the 1994 Agreement, particularly the above mentioned Engineering Report, indicate that the tracts that comprise the water and wastewater service area are planned to be developed for single family residential use and the EDU water demand calculations are based on the same single family residential use development scheme. The subsequent 2005 Agreement which replaced the 1994 Agreement in order to cover "the remaining portions of a 417.7 acre tract" states "...development is planned for single-family residential and commercial use."

4. The Project is dormant. In addition, if the 1994 Agreement was analyzed in a manner so as to support the Project as described in the Application and Fair Notice Forms, the development activity on the land surrounding the Project and the Project area would not be considered progress towards completion of the Project. The Applicant described the Project specifically in multiple forms and documents. The development activity listed in the Rights Determination application was neither part of, nor did it show progress towards completion of, the Project that the Applicant described. The Project described by the Applicant in the Application and Fair Notice Forms is supported by the Applicant with reference to improvements (a drain) that were inspected and approved in October 2008 and the platting associated with the Project was completed on the date of the Rights Determination Application submittal. The elapsed time between the 1994 Agreement and October 2008 date recognizes that there was no progress towards completion of the Project, which means the Project would be dormant.

**STAFF RECOMMENDATION:**

Staff's recommendation is for denial of the appeal.

# Carmel Canyon Rights Determination Appeal

RD 10-02-005  
Planning Commission  
August 11, 2010

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## Application Background

- The applicant requested a determination of rights for a 124 multi-family project, on a 5.797 acre tract of land located near the intersection of Culebra Road and FM 1560 on February 8, 2010.
- This request was based on a SAWS Agreement that was authorized April 4, 1995 and identified provision of water and wastewater service to 417.7 acres of land.

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## Appeal Briefing

- The applicant is requesting to be exempt from COSA landscape and tree ordinances. This request was denied.
- The applicant filed an appeal on March 24, 2010, based on the City's denial of statutory rights.
- In this appeal, the applicant questions the City's determination not to recognize rights for the project based on:

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## Policy Analysis

1. The Agreement and supporting documents do not describe or designate the Project or Project area that is specifically described and designated by the Applicant in the COSA Rights Determination Application and Fair Notice Forms.
  - The maps and property location descriptions included as part of the Agreement and the Agreement related documents refer to provision of service to the land, but there is no map, plan, schematic drawing, or anything that shows service to the Project or to the Project Area as the Applicant specifies in the COSA Rights Determination Application and Fair Notice Forms.

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## Policy Analysis

2. The Applicant changed projects. The Applicant requests a rights determination for a multi-family development project and the Agreement indicates single family residential development.
  - In addition, all submitted supporting documentation that references a project; references a single-family residential project and not a multi-family project.
  - Including but not limited to the subsequent 2005 SAWS Agreement which replaced the 1994 Agreement in order to cover “the remaining portions of a 417.7 acre tract” states “...development is planned for single-family residential and commercial use.”

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## Policy Analysis

3. The Project is dormant. In addition, if the 1994 Agreement was analyzed in a manner so as to support the Project as described in the Application and Fair Notice Forms, the development activity on the land surrounding the Project and the Project area would not be considered progress towards completion of the Project.
  - The elapsed time between the 1994 Agreement and October 2008 date recognizes that there was no progress towards completion of the Project, which means the Project would be dormant.
4. The Applicant does not comply with the provisions of Chapter 245 of the Local Government Code and Chapter 35 of the COSA Unified Development Code.

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## Staff Recommendation

Staff recommends denial of the appeal.

- 1)The SAWS Agreement and supporting documents do not describe or designate the multifamily project or project area;
- 2)The Applicant changed projects; and
- 3)The project is dormant.
- 4)The Applicant does not comply with the provisions of Chapter 245 of the Local Government Code and Chapter 35 of San Antonio's City Code (Unified Development Code).

June 1, 2010

Via E-mail: [rodsanchez@sanantonio.gov](mailto:rodsanchez@sanantonio.gov)  
Mr. Rodrick Sanchez  
Director Planning and Development Services  
City of San Antonio  
1901 S. Alamo, 2nd Floor  
San Antonio, Texas 78204

Re: Appeal of director's decision to disapprove Rights Determination Request No. 10-02-005

Dear Mr. Sanchez:

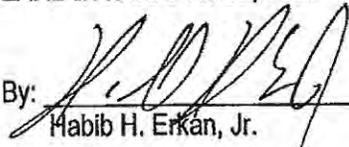
Please allow this letter to serve to advise that our client desires to pursue the appeal of the erroneous disapproval of Rights Determination Application No. 10-02-005.

As you are aware, notice of this appeal was timely given, and fees paid, on March 22, 2010. Subsequently, as a result of an April 19, 2010, meeting with your attorneys and you, our client provided you with additional information regarding the project. On April 21, 2010, Ms. Ramirez sent our client an email acknowledging the receipt of the additional information and advising that staff would evaluate the information within the review period upon our acknowledgement that the appeal would be pulled from the Planning Commission's agenda. The undersigned responded that the applicant would agree to pulling the item from the Planning Commission's agenda provided that it would be placed back on the agenda should city staff not find the new information persuasive.

Thereafter, on May 20, 2010, our client received a letter advising that after reviewing the new information your decision was unchanged and the application was denied. The letter includes four innumerate reasons for the denial. We respectfully submit that each is in error and that the documentation and information included with the original application submittal, and the supplemental submittal, conclusively demonstrates that the rights determination application should be approved. Consequently, we request that this appeal again be placed on an upcoming Planning Commission agenda for consideration. Please note that I will be unavailable between July 23<sup>rd</sup> and August 3<sup>rd</sup> and I request that the matter not be scheduled for consideration on any of those dates. Please do not hesitate to contact me should you need any additional information regarding this appeal. Thanking you in advance for your kind consideration, I remain,

Sincerely yours,

EARL & ASSOCIATES, P.C.

By: 

\_\_\_\_\_  
Habib H. Erkan, Jr.





# City of San Antonio, Texas

Department of Planning and Development Services

May 19, 2010

Mr. Wayne Harwell  
100 N. E. Loop 410 Suite 1220  
San Antonio, TX 78216

RE: Rights Determination File: RD #10-02-005 Revised Carmel Canyon Apartments

Dear Mr. Harwell:

We have reviewed your re-submittal of rights determination application information that was submitted on April 20, 2010. Based on the additional information provided, the following is our official finding

Planning and Development Services Department, with a recommendation from the City Attorney's Office, does not approve Rights Determination Application No. 10-02-005. The Applicant is planning to develop a multi-family residential apartment complex (the "Project") and is requesting that the Project be exempt from COSA landscape and tree ordinances that became effective after November 17, 1994. The Applicant submitted a COSA Rights Determination Application, Fair Notice Forms, an agreement (the "Agreement") between himself and SAWS, authorized November 17, 1994, for the provision of water and wastewater service to 417.7 acres of land, and numerous supporting documents. Rights are denied based on:

1. The Applicant does not comply with the provisions of Chapter 245 of the Local Government Code and Chapter 35 of the COSA Unified Development Code.
2. The Agreement and supporting documents do not describe or designate the Project or Project area that is specifically described and designated by the Applicant in the COSA Rights Determination Application and Fair Notice Forms. The maps and property location descriptions included as part of the Agreement and the Agreement related documents refer to provision of service to the land, but there is no map, plan, schematic drawing, or anything that shows service to the Project or to the Project Area as the Applicant specifies in the COSA Rights Determination Application and Fair Notice Forms.
3. The Applicant changed projects. The Applicant requests a rights determination for a multi-family residential development project and the Agreement indicates single family residential development. The 1994 Agreement and supporting documents described a project that is different from the Project that the Applicant described in the Application and Fair Notice Forms. The Project and the Project area is described and designated by the Applicant for the first time in the COSA Rights Determination Application and Fair Notice Forms. The 1994 Agreement itself does not describe or anticipate the Project or Project area as described by Applicant. It does have a provision that states "If determined to be applicable by the President/CEO, the Developer hereby agrees to submit to the President/CEO, a Project Master Plan, an Engineering Report, and

a Water Plan.” The documents submitted by the Applicant that are related to the 1994 Agreement, particularly the above mentioned Engineering Report, indicate that the tracts that comprise the water and wastewater service area are planned to be developed for single family residential use and the EDU water demand calculations are based on the same single family residential use development scheme. The subsequent 2005 Agreement which replaced the 1994 Agreement in order to cover “the remaining portions of a 417.7 acre tract” states “...development is planned for single-family residential and commercial use.”

4. The Project is dormant. If the 1994 Agreement was analyzed in a manner so as to support the Project as described in the Application and Fair Notice Forms, the development activity on the land surrounding the Project and the Project area would not be considered progress towards completion of the Project. The Applicant described the Project specifically in multiple forms and documents. The development activity listed in the Rights Determination application was neither part of, nor did it show progress towards completion of, the Project that the Applicant described. The development activity described in the documents that were submitted and re-submitted by the Applicant for consideration regarding dormancy refer to the area in which the Project would be located but do not appear to be related to the Project as described by the Applicant in the Application and Fair Notice Forms. Some of the documents submitted refer to different projects (i.e. Stonebridge subdivision) than the one proposed by the Applicant in the Application and Fair Notice Forms.

All appeals and resubmitted information must be in writing and filed with the Director of Planning and Development Services within fifteen (15) calendar days from the date the applicant is notified of the adverse decision or action taken under these requirements. Appeals and re-submittals made after fifteen (15) calendar days will not be accepted. If you have further questions please contact Melissa Ramirez at 207-7038.

Sincerely,



Christopher Looney, AICP  
Interim Assistant Director  
Land Development Division

**Melissa Ramirez**

**From:** Wayne Harwell [wayneh@wayneharwell.com]  
**Sent:** Tuesday, April 20, 2010 11:13 AM  
**To:** Roderick Sanchez; Melissa Ramirez; Habib Erkan  
**Cc:** Paul Wendland III; Susan Guinn; Norbert Hart; Fernando DeLeon  
**Subject:** RE: Response to RD 10-02-005 Carmel Canyon Apartments  
**Attachments:** Vested Rights reply info - 0928\_001.pdf 4-20-10.pdf

Yesterday, the City Attorneys and several staff members stated that the project as it related to this small 5.7 acre part of the original 417 acre project had been dormant as a result of activity not taken since 2005. Significant amounts of construction and on going efforts pertaining to sewer lines, water lines as well as platting and copies of documents, including contracts from 1994 through 2007 were included in the original submittal. As supplemental follow up information attached are:

1. Copies of invoices form MBC Engineers dated January 2007 showing that work on a FEMA revision to pull this building pod out of the flood plain was started on 8/30/05 and preceded through the end of 2006. Such work was required by the City to obtain FEMA approval in compliance with the UDC
2. Copies of invoices from 3/25/08 for further work on the requests of the City and FEMA for revisions to the work product.
3. Copy of the map of the area plainly including the building pod in question from the joint City SARA mapping documents dated 4/26/07
4. Copy of Overview and Concurrence Form of FEMA executed by the City of San Antonio on 6/15/07
5. FEMA review notes dated November 7, 2007
6. A plat for this area was submitted to your department and Letters of Certification were received beginning December 20, 2006 through October 10, 2007
7. SAWS infrastructure improvements for the project was Certified to the City for plat purposes on Feb. 28, 2008
8. Street construction was approved and executed by Development Services on November 12, 2008
9. Drainage structures were approved by Development Services on November 12, 2008
10. November 12, 2009 San Antonio River Authority confirmed FEMA approval would be the effective mapping when completed.
11. March 13, 2009 Letter of Map Revision was completed and became effective March 9, 2009

While the above items were not included in our original submittal, the end results of the Sewer, Water and storm drainage requirements were specifically contained in the original submittal and referenced in the submittal.

The above information is given to you to reconsider the various statements of determination and as a result of the meeting of 4/20/10 to clarify any misconception and to further the process to become administratively complete on this matter with the Department of Development Services.

If you have any questions, please contact me at the number below.

Wayne Harwell  
(210) 829-7272

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**From:** Melissa Ramirez [mailto:Melissa.Ramirez@sanantonio.gov]  
**Sent:** Tuesday, March 16, 2010 9:23 AM  
**To:** 'Habib Erkan'  
**Cc:** Wayne Harwell; Paul Wendland III; Susan Guinn; Norbert Hart; Fernando DeLeon  
**Subject:** RE: Response to RD 10-02-005 Carmel Canyon Apartments

4/20/2010

Good morning Habib,

Thank you for your email. Please note that Mr. Harwell's email that was sent on March 11, 2010 (below), recognized the request to review additional clarifications and/or appeal the determination as needed. Should our review of the additional information in Mr. Harwell's email not be sufficient for staff to support rights for the project then the email requesting notice to appeal will be recognized and the applicable \$500.00 fee will be due at the Land Entitlements Section. Once the \$500.00 fee is paid we will then schedule the appeal for Planning Commission consideration as recognized in the UDC Section 35-712.

Our response to Mr. Harwell's email is currently being reviewed by the City Attorney's Office and a response should be provided soon.

Thank you for your patience and please let me know if you have any questions.

Thank you,  
Melissa Ramirez

Senior Management Analyst, Land Entitlements  
Planning and Development Services Department  
Off. 210-207-7038

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**From:** Habib Erkan [mailto:herkan@earl-law.com]  
**Sent:** Monday, March 15, 2010 4:05 PM  
**To:** Melissa Ramirez  
**Cc:** Wayne Harwell  
**Subject:** RE: Response to RD 10-02-005 Carmel Canyon Apartments

Good morning Melissa,

I am writing in regards to the city's rights determination letter attached above. I understand that you are in discussions with the City Attorney's office regarding Mr. Harwell's assertion that the information, alleged in the rights determination letter to be lacking, was in deed included in the materials submitted with RD 10-02-005.

As you are aware the issuance of the rights determination letter has started the clock on the applicant's right to appeal. While I know the city attorney's office would never intentionally delay its decision until after the time period for an appeal has past we cannot allow for any unintended slip ups. In that regard we will have no choice but to file the appeal in the next few days unless the current rights determination letter is not immediately retracted.

In that regard, I ask you to verify that the current section of Sec. 35-712., which I cut and pasted from the municode website and which reads "*- Recognition of Rights Derived From V.T.C.A. Local Government Code Ch. 245. (d) Vested Rights Recognition Process Appeal. In the event an applicant for recognition of statutory rights is aggrieved by an action taken regarding the recognition of those rights or the application of the above requirements, the applicant may appeal the decision of the*

4/20/2010

*director of the department development services to the planning commission by filing a request for appeal with the director of planning and development services within fifteen (15) calendar days from the date the applicant is notified of the adverse decision or action taken under these requirements. The application for appeal shall be made in writing and shall contain the applicant's rationale for requesting the appeal together with payment of an application review fee in the amount established by ordinance as set forth in Appendix "C". The director of planning and development services shall place the appeal on the agenda of the planning commission and the planning commission shall hold a hearing on the appeal and make its ruling within forty-five (45) days from the date the request for appeal was filed. A rights appeal shall be based solely on the original approved application for the project not withstanding subsection 35-404(e). If the planning commission denies all or part of the relief requested in the appeal, the applicant may make a final appeal to the city council by filing a notice of final appeal in writing together with payment of an application review fee in the amount established by ordinance as set forth in Appendix "C" to offset the city's costs with the office of the city clerk no later than the tenth day following the party's receipt of the written decision of the planning commission from which the final appeal is brought. If the planning commission approves all or part of the relief requested in the appeal, the city manager or her designee may make a final appeal to the city council by filing a notice of final appeal in writing with the city clerk no later than the tenth day following the decision of the planning commission from which the final appeal is brought. The city clerk shall schedule the hearing of the final appeal at the earliest regularly scheduled meeting of the city council that will allow compliance with the requirements of the Texas Open Meetings Act. The decision of the city council shall be final” sets out the current method to appeal this decision.*

Additionally, I ask that you verify that the current fee for appealing this decision to the planning commission is \$500.00, per section 35-C108b below:

***“Sec. 35-C108b. – Vested Rights Appeal. A fee of five hundred dollars (\$500.00) shall accompany filing of an application for an appeal of a vested rights determination to the planning commission. Subsequent to the planning commission taking action on a vested rights application the applicant may appeal the determination of the planning commission to the city council by filing an application for an appeal of the planning commission's determination of vested rights accompanied by a fee of five hundred dollars (\$500.00).”***

I assume that the above information is correct in as much as I took the information, earlier today, from the city of San Antonio’s Planning and Development Services website. If there is more current information available regarding the any recently adopted rules and regulations addressing the appeals process, I request copies thereof.

To summarize, I am requesting immediate confirmation, by letter, that: (i) the above rights determination letter has been withdrawn; (ii) any time limit for appeal has been tolled; and (iii) that a new letter shall be issued in light of Mr. Harwell’s email to you. If the city does intend to issue a new letter I request that the latest date by which such letter shall be issued be included in the notification of withdrawal of the current letter. If the current rights determination letter is not to be withdrawn I request verification that Sec. 35-712.(d) and “Sec. 35-C108b. accurately reflect all rules and regulations regarding the appeal process. Thank you for your assistance with this matter.

Habib H. Erkan Jr.  
 Attorney and Counselor at Law  
 Earl & Associates, P.C.  
 15303 Huebner, Building 15  
 San Antonio, Texas 78248

Phone: 210-222-1500  
Facsimile: 210-222-9100  
Mobile: 210-445-4164  
Email: herkan@earl-law.com

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-----Original Message-----

From: Melissa Ramirez [mailto:Melissa.Ramirez@sanantonio.gov]  
Sent: Thursday, March 11, 2010 11:22 AM  
To: 'Wayne Harwell'; Habib Erkan; Roderick Sanchez; Michael Shannon  
Cc: Larry Odis; Fernando DeLeon; Paul Wendland III  
Subject: RE: Response to RD 10-02-005 Carmel Canyon Apartments

Thank you Mr. Harwell for your quick response. We will discuss the your clarifications below with the City Attorneys Office and provide you with a response.

Thank you,  
Melissa Ramirez  
Senior Management Analyst, Land Entitlements  
Planning and Development Services Department  
Off. 210-207-7038  
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-----Original Message-----

From: Wayne Harwell [mailto:wayneh@wayneharwell.com]  
Sent: Thursday, March 11, 2010 11:14 AM  
To: Melissa Ramirez; Habib Erkan; Roderick Sanchez; Michael Shannon  
Cc: Larry Odis; Fernando DeLeon  
Subject: RE: Response to RD 10-02-005 Carmel Canyon Apartments

Melissa

Thank you for the letter, however, there must be some mistake as there were specific item, included in

4/20/2010

our submittal which addressed the fact that we have complied with the agreement fully.

In addition to the agreement mentioned in the determination, a copy of the fulfilled commitment as evidenced by the EDU's associated with the agreement was attached. A letter dated January 19, 2005 outlining specific locations of each use of EDU's pursuant to the agreement, complete listing of plats, dates, and locations.

Such letter outlined:

"... the location of each dwelling unit equivalent EDU, the unit it was used for, the cost of installations in accordance with the Sewer Service Agreement and the letters of Certification for each unit under the agreement dated 3/28/95"

A ratification of such 1995 agreement dated June 17, 2005 was also attached to the application and is filed of record in the land records of Bexar County. The agreement specifically on Page 1 of 3 of the Special Conditions of the Utility Service Agreement ratifies and replaces the agreement as to directing use of the EDU's earned by the 1995 agreement. See the middle of the page S.C.1.00 Paragraph 3.

"This Utility Service Agreement replaces the previous sewer contract Resolution number 95-061."

As the letter you have attached states that the information was not provided, it may have been left out of their package but it was submitted to the Department.

Please review this information and if you can tell me within a few days if the stated information is adequate for your purposes, we will not appeal this to the Planning Commission, however, if we do not receive approval shortly, we will file for an appeal of such decision.

Thank you

Wayne Harwell

-----Original Message-----

From: Melissa Ramirez [mailto:Melissa.Ramirez@sanantonio.gov]

Sent: Thursday, March 11, 2010 10:28 AM

To: Wayne Harwell

Cc: Larry Odis; Fernando DeLeon

Subject: Response to RD 10-02-005 Carmel Canyon Apartments

Good morning Mr. Harwell,

Please review the attached letter and note that the 15 calendar day response time begins today as of this email.

Please note that if you have any questions or concerns, I am available to discuss or meet with you as needed.

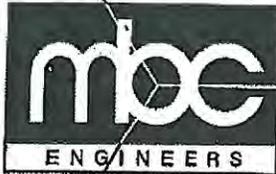
Thank you,  
Melissa Ramirez  
Senior Management Analyst,  
Land Entitlements

4/20/2010

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INVOICE

WAYNE HARWELL PROPERTIES  
P.O. BOX 17065  
SAN ANTONIO, TEXAS 78217-0065  
ATTN: MR. WAYNE HARWELL

01-09-07

29287

WESTWOOD CENTER UNIT 11

The following described services were rendered from Mid- August of 2005 to date. The subject site consisted of Units 7, 8 and 11 as well as surrounding properties. We have attached a print out of all time posted to the project for your reference. The time that David Allen spent on this project was not posted to it.

Item 1

Floodplain Study

This invoice pertains to all of the work done by our office during 2006 relative to the overall flood study including the CLOMR (Conditional Letter of Map Revision) and the SWMP (Storm Water Management Plan). Our initial submittal to the City included both of these items combined into one (1) report. However, the City no longer accepts the reports in this fashion, and we were then required to submit two separate reports looking at different items.

The CLOMR is the study required by FEMA (Federal Emergency Management Agency) to modify the FEMA flood maps showing the updated 100 year flood plain delineation. The City of San Antonio requires an additional analysis of the 25 year and the 100 year storm frequencies for the existing, proposed and ultimate development.

The purpose of the SWMP, as required by COSA per UDC (Unified Development Code) 35-504, is to prove that the development of this tract does not create a significant adverse impact to any property within 2000' downstream of this development. As per section 35-504 of the UDC, we are required to study existing conditions, proposed conditions and ultimate conditions for the 5 year, 25 year and 100 year frequency storms. Since this analysis proves that no structures within 2000' downstream of your development are adversely impacted by the development of this tract, you will be eligible to participate in the RSWMP (Regional Stormwater Management Program) and pay the fee in lieu of on-site detention at the rate of \$3000 per acre.

RD#10-02-005R

ROBERT A. COPELAND, P.E. (inactive) ■ ROBERT A. LIESMAN, P.E.

SAMUEL B. BLEDSOE, III, P.E. ■ DAVID L. ALLEN, P.E. ■ ROBERT A. COPELAND, JR., P.E.

Each of the above mentioned reports contains two studies - the quantitative hydrology study and the hydraulic study. The quantitative hydrology studies the watershed characteristics to determine the quantity of stormwater runoff from each watershed. The hydraulic analysis studies the channel characteristics and structural impedances to determine efficiency of the stormwater conveyance and backwater affects.

With this mentioned some studies are easier then others. This study was particularly difficult and more complicated then a standard study. There are numerous reasons for the complications on the hydrology study, as well as the hydraulic study. Some of these complications are mentioned below:

Hydrology:

There are nine (9) separate watersheds related to this study. Watersheds 600 (11.507 sq.mi.), 601 (1.452 sq.mi.), 602 (1.8681 sq.mi.), 603 (2.754 sq.mi.), 604 (0.7 sq.mi.), 606 (7.3089 sq.mi.), 607 (sq.mi.), **608 (6.28 sq.mi.)** & 609 (5.78 sq.mi.). Some watersheds directly affect this property and others indirectly affect this property. In order to minimize our work and attempt to save you money, we tried to analyze the one watershed that our property is located within (watershed 608).

In order to do this we obtained the hydrologic model from the previously city approved drainage study which contained the remaining watersheds and we studied watershed 608 in detail. As part of our detailed drainage study of watershed 608, we divided the drainage area into two sub-watersheds 608A & 608B. Watershed 608A drains under Culebra Road and watershed 608B drains under FM 1560. However, the city would not accept the previously submitted study and required us to provide supporting documentation for the remaining watershed. Therefore, we were required to study the remaining watershed in depth for the existing, proposed and ultimate development totaling 38.2 square miles of watershed.

We were also required to obtain information from other engineers developing land within watershed 608. Since we were analyzing this watershed simultaneously with the other engineer's ongoing design of the upstream watershed, we had to work with preliminary information provided by the other engineers and make general assumptions for our initial submittal to the city. As the design of the upstream developments progressed we were forced to update our hydrologic model to account for the differences between our analysis and proposed conditions.

Hydraulics:

The hydraulic analysis for this particular area was somewhat complicated. We had to analyze two confluence points, two culvert crossings and one proposed bridge crossing. In addition to these impedances, we determined that the water surface elevation for all of the existing, proposed, and ultimate flowrates exceeded the bank channels between our tributary and the main Culebra Creek drainage channel. In order to account for this, we were required to obtain additional field work and model a lateral weir to determine the amount of water that tops the channel's high point and drains across the soccer fields.

We also had to analyze the proposed TxDOT channel crossing, which is part of the Culebra Road reconstruction project. TxDOT's initial design included a multiple box culvert system. We initially setup our model to analyze the multiple box culverts for all of the City required conditions and storm frequencies. After the initial model was created we were informed that TxDOT had changed their design, and they decided to go with a proposed bridge instead of a box culvert system; therefore, we had to build a new model showing the new design.

Another complication added to this study was that we also created a model to simulate the channelization of the natural water course from Culebra Road to the main tributary in order to determine how much land could be reclaimed by adding fill.

We created plan and profile sheets of a proposed channel system that would be used to reclaim some flooded property, ran cut/fill analyses relative to this and performed the necessary hydraulic calculations to support our design.

In summary, this flood study proved to be very difficult and time consuming. Please find attached a computer print out of the time involved and the charge rates for each employee. If you would like, we would be glad to meet with you and go over the work performed to date.

Item 2

Water and Sewer Plans – Prepared an overall utility layout for water and sewer for Units 7, 8 and 11. We schematically laid out several alternative sewer routes to determine the best possible alignment. This included cutting profiles to determine viability. This overall exhibit was used to gather field survey information for the eventual design of the water and sewer mains. Additionally, we prepared construction drawings of the water and sewer system associated with Unit 11.

Item 3

Compiled Overall Exhibit - Various platted lots for use in plan preparation., marketing, etc.

- Item 4      Prepared Overall Exhibit - For submittal to the COSA regarding driveways, access easements, platting, etc. Included meeting with City and subsequent communication. This exhibit was also developed in order to illustrate permissible building areas, potential building layouts, etc.
- Item 5      Surveying - Trees, topographic information and boundary data for proposed water and sewer mains.
- Item 6      In-house surveying - Required to bring in field data, compile findings and resolve boundary so that we could prepare the plans that were needed.
- Item 7      Worked with TxDOT - In revising drainage easement location along Culebra. This work is still in progress.
- Item 8      Platting - We prepared and submitted the plat through many of the agencies. We are in the process of receiving comments, responding to comments, etc.

LABOR SUB-TOTAL

REPROGRAPHICS

GPS

TOTAL AMOUNT DUE

Enclosure: Project Detail Time Print Out

# Project Detail Report

MACINA, BOSE, COPELAND AND ASSOC., INC. Project-to-date thru 1/31/07

Tuesday, January 09, 2007

11:53:40 AM

Description	Reg	Hours Ovt	Total	Billing
<b>29287.00 STONEBRIDGE CULEBRA</b>				
Principal: ROBERT A. COPELAND	Comp:	0.00	Type: Regular	
Project: DAVID L. ALLEN	Consult:	0.00	Budgeted OH: 0.00	Unit Table:
Client: WAYNE HARWELL PROPERTIES	Reimb:	0.00	Revenue Meth: W	Status: Active
Classification: COMMERCIAL	Start Date:		Multiplier/Amt: 0.00	
Team: TWO TEAM	End Date:		Percent Compl: 0.00	
Select Code 3:			Labor Pct Compl: 0.00	
			Expense Pct Compl: 0.00	

**Labor**

2 ENGR-TEAM TWO  
10 IMPROVEMENT SRVY  
68 GENERAL

B 05092 MILLER, DON W.	8/30/05	1.50		1.50
B 05092 MILLER, DON W.	8/31/05	0.50		0.50
B 05092 MILLER, DON W.	9/9/05	1.25		1.25
B 05092 MILLER, DON W.	9/13/05	1.00		1.00
B 05092 MILLER, DON W.	9/15/05	0.75		0.75
B 05092 MILLER, DON W.	9/21/05	1.00		1.00
B 05092 MILLER, DON W.	9/29/05		0.75	0.75
Subtotal for MILLER, DON W.		6.00	0.75	6.75
B 06318 GONZALES,	7/18/06	6.50		6.50
B 06318 GONZALES,	7/19/06	7.50		7.50
B 06318 GONZALES,	7/20/06	9.00		9.00
B 06318 GONZALES,	7/21/06		8.00	8.00
B 06318 GONZALES,	8/15/06	6.00		6.00
B 06318 GONZALES,	10/23/06	2.50		2.50
B 06318 GONZALES,	10/24/06	4.50		4.50
B 06318 GONZALES,	10/25/06	6.50		6.50
B 06318 GONZALES,	10/26/06	6.50		6.50
B 06318 GONZALES,	10/27/06	0.25	2.00	2.25
B 06318 GONZALES,	11/13/06	5.00		5.00
B 06318 GONZALES,	11/14/06	9.50		9.50
B 06318 GONZALES,	11/15/06	10.50		10.50
B 06318 GONZALES,	11/16/06	6.00	3.50	9.50
B 06318 GONZALES,	11/30/06	1.25		1.25
B 06318 GONZALES,	12/4/06	4.50		4.50
B 06318 GONZALES,	12/5/06	9.00		9.00
B 06318 GONZALES,	12/6/06	4.50		4.50
B 06318 GONZALES,	12/11/06	1.75		1.75
B 06318 GONZALES,	12/13/06	0.50		0.50
Subtotal for GONZALES, DAVID A.		101.75	13.50	115.25
B 06580 SAENZ,	11/28/05	0.50		0.50
B 06580 SAENZ,	11/30/05	0.25		0.25
B 06580 SAENZ,	12/6/05	0.25		0.25
B 06580 SAENZ,	12/12/05	0.75		0.75
B 06580 SAENZ,	12/13/05	0.50		0.50
B 06580 SAENZ,	2/20/06	0.25		0.25
B 06580 SAENZ,	2/24/06	0.25		0.25
B 06580 SAENZ,	2/27/06	0.25		0.25
B 06580 SAENZ,	4/24/06	0.25		0.25
B 06580 SAENZ,	9/19/06	0.25		0.25
B 06580 SAENZ,	12/13/06	0.25		0.25
B 06580 SAENZ,	12/19/06	2.50		2.50
B 06580 SAENZ,	12/20/06	1.00	0.50	1.50
B 06580 SAENZ,	12/21/06	0.25		0.25
B 06580 SAENZ,	12/22/06	0.25		0.25
Subtotal for SAENZ, FERNANDO		7.75	0.50	8.25

Total GENERAL 115.50 14.75 130.25

30 TREE LOC. SURVEY  
68 GENERAL

B 00043 ONDRIAS,	1/31/06	4.00		4.00
B 00043 ONDRIAS,	2/1/06	2.00		2.00
B 00043 ONDRIAS,	5/22/06	2.00		2.00
B 00043 ONDRIAS,	5/23/06	0.50		0.50
B 00043 ONDRIAS,	5/24/06	2.00		2.00
B 00043 ONDRIAS,	5/25/06	4.00		4.00
B 00043 ONDRIAS,	5/26/06	0.50		0.50
B 00043 ONDRIAS,	5/30/06	1.50		1.50
B 00043 ONDRIAS,	6/6/06	3.00		3.00
B 00043 ONDRIAS,	6/7/06	2.50		2.50

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B	00043	ONDRIAS,	6/9/06	1.50		1.50
B	00043	ONDRIAS,	7/19/06	1.00		1.00
B	00043	ONDRIAS,	7/20/06	1.00		1.00
B	00043	ONDRIAS,	7/21/06	0.50		0.50
B	00043	ONDRIAS,	9/5/06	2.00		2.00
B	00043	ONDRIAS,	10/25/06	1.00		1.00
B	00043	ONDRIAS,	11/10/06	6.50		6.50
B	00043	ONDRIAS,	11/13/06	6.50		6.50
B	00043	ONDRIAS,	11/14/06	1.50		1.50
B	00043	ONDRIAS,	11/16/06	0.50		0.50
	Subtotal for ONDRIAS, STEVEN E.			44.00		44.00
B	04404	GONZALEZ,	9/21/05	5.00		5.00
B	04404	GONZALEZ,	9/22/05	2.50		2.50
B	04404	GONZALEZ,	9/27/05	1.50		1.50
B	04404	GONZALEZ,	9/28/05	7.50		7.50
B	04404	GONZALEZ,	9/29/05	9.00		9.00
B	04404	GONZALEZ,	9/30/05	6.00		6.00
B	04404	GONZALEZ,	10/3/05	8.50		8.50
B	04404	GONZALEZ,	10/4/05	3.00		3.00
B	04404	GONZALEZ,	10/5/05	7.50		7.50
B	04404	GONZALEZ,	10/26/05	0.50		0.50
B	04404	GONZALEZ,	11/22/05	3.00		3.00
B	04404	GONZALEZ,	12/12/05	2.50		2.50
B	04404	GONZALEZ,	12/13/05	0.50		0.50
B	04404	GONZALEZ,	12/20/05	0.50		0.50
B	04404	GONZALEZ,	12/30/05	1.00		1.00
B	04404	GONZALEZ,	3/9/06	0.50		0.50
B	04404	GONZALEZ,	3/10/06	1.50		1.50
B	04404	GONZALEZ,	9/20/06		1.00	1.00
	Subtotal for GONZALEZ, ANTHONY			60.50	1.00	61.50
B	05248	SMITH, RUSSELL	11/17/06	6.00		6.00
B	05515	SMITH, GREG C.	8/26/05	8.00		8.00
B	05515	SMITH, GREG C.	9/30/05	5.00		5.00
B	05515	SMITH, GREG C.	10/7/05	5.00		5.00
B	05515	SMITH, GREG C.	10/28/05	4.00		4.00
	Subtotal for SMITH, GREG C.			22.00		22.00
B	05923	WOERNER,	2/22/06	1.25		1.25
B	05923	WOERNER,	2/27/06	0.50		0.50
B	05923	WOERNER,	3/8/06	4.00		4.00
B	05923	WOERNER,	3/9/06	1.75		1.75
B	05923	WOERNER,	3/17/06	0.75		0.75
B	05923	WOERNER,	3/21/06	0.25		0.25
B	05923	WOERNER,	12/19/06	6.50		6.50
B	05923	WOERNER,	12/20/06	1.25		1.25
	Subtotal for WOERNER, BRIAN T			16.25		16.25
B	08621	DALMOLIN,	12/14/06	1.50		1.50
Total GENERAL				151.75	1.00	152.75
80 DESIGN						
88 GENERAL						
B	03700	GUNDERMAN,	10/5/05	2.00		2.00
B	05515	SMITH, GREG C.	11/22/05	1.00		1.00
B	05515	SMITH, GREG C.	12/7/05	1.00		1.00
B	05515	SMITH, GREG C.	12/13/05	4.00		4.00
B	05515	SMITH, GREG C.	12/14/05	2.00		2.00
B	05515	SMITH, GREG C.	12/28/05	3.00		3.00
B	05515	SMITH, GREG C.	1/17/06	4.00		4.00
B	05515	SMITH, GREG C.	1/18/06	3.00		3.00
B	05515	SMITH, GREG C.	1/23/06	1.00		1.00
B	05515	SMITH, GREG C.	1/25/06	3.00		3.00
B	05515	SMITH, GREG C.	1/27/06	1.00		1.00
B	05515	SMITH, GREG C.	1/30/06	1.00		1.00
B	05515	SMITH, GREG C.	1/31/06	6.00		6.00
B	05515	SMITH, GREG C.	2/1/06	5.00		5.00
B	05515	SMITH, GREG C.	2/3/06	3.00		3.00
B	05515	SMITH, GREG C.	2/20/06	4.00		4.00
B	05515	SMITH, GREG C.	2/21/06	6.00		6.00
B	05515	SMITH, GREG C.	2/23/06	1.00		1.00
B	05515	SMITH, GREG C.	2/24/06	4.00		4.00
B	05515	SMITH, GREG C.	3/9/06	4.00		4.00
B	05515	SMITH, GREG C.	3/10/06	1.00		1.00
B	05515	SMITH, GREG C.	3/15/06	3.00		3.00
B	05515	SMITH, GREG C.	3/16/06	1.00		1.00
B	05515	SMITH, GREG C.	3/21/06	3.00		3.00
B	05515	SMITH, GREG C.	3/22/06	2.00		2.00
B	05515	SMITH, GREG C.	3/24/06	1.00		1.00
B	05515	SMITH, GREG C.	3/28/06	3.00		3.00
B	05515	SMITH, GREG C.	3/29/06	2.00		2.00
B	05515	SMITH, GREG C.	3/31/06	1.00		1.00

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B	05515	SMITH, GREG C.	4/18/06	1.00		1.00
B	05515	SMITH, GREG C.	4/19/06	2.00		2.00
B	05515	SMITH, GREG C.	4/24/06	5.00		5.00
B	05515	SMITH, GREG C.	4/25/06	4.00		4.00
B	05515	SMITH, GREG C.	4/26/06	9.00		9.00
B	05515	SMITH, GREG C.	4/28/06	2.00		2.00
B	05515	SMITH, GREG C.	5/2/06	7.00		7.00
B	05515	SMITH, GREG C.	5/8/06	3.00		3.00
B	05515	SMITH, GREG C.	5/9/06	2.00		2.00
B	05515	SMITH, GREG C.	5/11/06	2.00		2.00
B	05515	SMITH, GREG C.	5/12/06	2.00		2.00
B	05515	SMITH, GREG C.	6/2/06	3.00		3.00
B	05515	SMITH, GREG C.	6/5/06	7.00		7.00
B	05515	SMITH, GREG C.	6/7/06	4.00		4.00
B	05515	SMITH, GREG C.	6/8/06	5.00		5.00
B	05515	SMITH, GREG C.	6/9/06	5.00		5.00
B	05515	SMITH, GREG C.	6/12/06	5.00		5.00
B	05515	SMITH, GREG C.	6/14/06	4.00		4.00
B	05515	SMITH, GREG C.	6/15/06	5.00		5.00
B	05515	SMITH, GREG C.	6/16/06	4.00		4.00
B	05515	SMITH, GREG C.	6/17/06	5.00		5.00
B	05515	SMITH, GREG C.	6/19/06	9.00		9.00
B	05515	SMITH, GREG C.	6/20/06	8.00		8.00
B	05515	SMITH, GREG C.	7/28/06	5.00		5.00
B	05515	SMITH, GREG C.	8/11/06	8.00		8.00
B	05515	SMITH, GREG C.	8/18/06	8.00		8.00
B	05515	SMITH, GREG C.	9/8/06	7.00		7.00
B	05515	SMITH, GREG C.	9/15/06	8.00		8.00
B	05515	SMITH, GREG C.	9/22/06	5.00		5.00
B	05515	SMITH, GREG C.	10/13/06	2.00		2.00
B	05515	SMITH, GREG C.	10/20/06	6.00		6.00
B	05515	SMITH, GREG C.	10/27/06	6.00		6.00
B	05515	SMITH, GREG C.	11/3/06	15.00		15.00
B	05515	SMITH, GREG C.	11/14/06	7.00		7.00
B	05515	SMITH, GREG C.	11/15/06	2.00		2.00
B	05515	SMITH, GREG C.	11/17/06	4.00		4.00
B	05515	SMITH, GREG C.	11/20/06	2.00		2.00
B	05515	SMITH, GREG C.	11/21/06	10.00		10.00
B	05515	SMITH, GREG C.	11/22/06	5.00		5.00
B	05515	SMITH, GREG C.	11/27/06	7.00		7.00
B	05515	SMITH, GREG C.	11/29/06	4.00		4.00
B	05515	SMITH, GREG C.	11/30/06	10.00		10.00
B	05515	SMITH, GREG C.	12/1/06	4.00		4.00
B	05515	SMITH, GREG C.	12/4/06	11.00		11.00
B	05515	SMITH, GREG C.	12/5/06	6.00		6.00
B	05515	SMITH, GREG C.	12/6/06	8.00		8.00
B	05515	SMITH, GREG C.	12/7/06	5.00		5.00
B	05515	SMITH, GREG C.	12/8/06	9.00		9.00
B	05515	SMITH, GREG C.	12/11/06	3.00		3.00
B	05515	SMITH, GREG C.	12/12/06	11.00		11.00
B	05515	SMITH, GREG C.	12/13/06	9.00		9.00
B	05515	SMITH, GREG C.	12/14/06	7.00		7.00
B	05515	SMITH, GREG C.	12/19/06	7.00		7.00
B	05515	SMITH, GREG C.	12/20/06	5.00		5.00
B	05515	SMITH, GREG C.	12/21/06	10.00		10.00

Subtotal for SMITH, GREG C.

Total GENERAL		391.00		391.00
Total ENGR-TEAM TWO		392.00		392.00
4 SURVEYING		659.25	15.75	675.00

30 TREE LOC. SURVEY

88 GENERAL

B	01062	ALVAREZ, JOE A.	9/16/05	10.25	13.75	24.00
B	01135	HERRERA, JOHN	9/29/06		5.00	5.00
B	02036	ACOSTA,	12/23/05	13.50	5.75	19.25
B	02036	ACOSTA,	1/6/06	13.50		13.50
B	02036	ACOSTA,	1/13/06	5.25		5.25
		Subtotal for ACOSTA, SAMUEL A.		32.25	5.75	38.00
B	02512	LOPEZ, LORENZO	9/16/05	9.25	21.00	30.25
B	02512	LOPEZ, LORENZO	7/28/06		17.25	17.25
B	02512	LOPEZ, LORENZO	10/6/06	1.00	15.25	16.25
		Subtotal for LOPEZ, LORENZO F.		10.25	53.50	63.75
B	02751	ENGELKE,	12/23/05	20.00		20.00
B	02751	ENGELKE,	1/6/06	14.25		14.25
B	02751	ENGELKE,	1/13/06	5.25		5.25
		Subtotal for ENGELKE, MICHAEL G.		39.50		39.50
B	03814	MENDEZ,	1/6/06	14.00		14.00
B	03614	MENDEZ,	8/30/06	7.50		7.50
B	03614	MENDEZ,	7/28/06	4.75	12.75	17.50

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B	03614	MENDEZ,	8/15/06	5.50		5.50
B	03614	MENDEZ,	9/29/06	5.00		5.00
B	03614	MENDEZ,	10/6/06	1.00	16.00	17.00
B	03614	MENDEZ,	10/20/06	6.50	12.00	18.50
Subtotal for MENDEZ, SAMUEL				44.25	40.75	85.00
B	03832	ROCHA, JOSE A.	9/16/05	22.25	17.75	40.00
B	04517	CADWALLADER,	12/23/05	18.25		18.25
B	04517	CADWALLADER,	1/6/06	13.50		13.50
Subtotal for CADWALLADER,				31.75		31.75
B	04526	HERNANDEZ,	9/16/05	6.50		6.50
B	04651	INMAN, I. RAY	9/8/05	1.00		1.00
B	04651	INMAN, I. RAY	9/8/05	1.00		1.00
B	04651	INMAN, I. RAY	9/12/05	1.00		1.00
B	04651	INMAN, I. RAY	9/14/05	1.00		1.00
B	04651	INMAN, I. RAY	8/27/06	1.00		1.00
B	04651	INMAN, I. RAY	7/18/06	0.75		0.75
Subtotal for INMAN, I. RAY				5.75		5.75

B	06210	HIGLE, JOE E.	9/16/05	8.00	22.50	30.50
B	06210	HIGLE, JOE E.	7/28/06	17.50		17.50
B	06210	HIGLE, JOE E.	9/15/06	5.50		5.50
B	06210	HIGLE, JOE E.	9/29/06	6.00		6.00
B	06210	HIGLE, JOE E.	10/6/06	4.25	13.75	18.00
B	06210	HIGLE, JOE E.	10/20/06	19.50		19.50
Subtotal for HIGLE, JOE E.				60.75	36.25	97.00
B	06852	GONZALES,	6/14/06	2.00		2.00
B	06852	GONZALES,	8/22/06	2.00		2.00
B	06852	GONZALES,	8/23/06	3.00		3.00
B	06852	GONZALES,	6/27/06	1.00		1.00
B	06852	GONZALES,	6/29/06	0.50		0.50
B	06852	GONZALES,	7/19/06	1.00		1.00
B	06852	GONZALES,	10/18/06	0.50		0.50
Subtotal for GONZALES, BENINO C.				10.00		10.00
B	08436	MARKER,	8/4/06	9.25		9.25
B	08842	RODRIGUEZ,	6/30/06	2.00	5.50	7.50
B	09520	PYKA, JASON T.	6/30/06	7.50		7.50

Total GENERAL 292.25 178.25 470.50  
 Labor Total 951.50 194.00 1,145.50

Reimbursable Expenses

522.20 PRINTING-REPRODUCTIONS

PR B	0002336	9/30/05	Print	Orig: 6 Copies: 0
PR B	0005515	9/30/05	Print	Orig: 1 Copies: 0
CD B	0026929	11/4/05	LONE STAR REPROGRAPHICS	LONESTAR REPROGRAPHICS
PR B	0004404	11/30/05	Print	Orig: 1 Copies: 0
PR B	0004404	1/31/06	Print	Orig: 3 Copies: 0
PR B	0004404	4/30/06	Print	Orig: 1 Copies: 0
PR B	0005515	7/31/06	Print	Orig: 3 Copies: 0
PR B	0005515	7/31/06	Print	Orig: 7 Copies: 0
PR B	0008318	7/31/06	Print	Orig: 1 Copies: 0
PR B	0005515	9/30/06	Print	Orig: 6 Copies: 0
PR B	0008162	10/31/06	Print	Orig: 28 Copies: 0
PR B	0008318	10/31/06	Print	Orig: 4 Copies: 0
PR B	0005515	10/31/06	Print	Orig: 3 Copies: 0
PR B	0004404	11/30/06	Print	Orig: 1 Copies: 0
PR B	0008318	11/30/06	Print	Orig: 12 Copies: 0
PR B	0002336	12/31/06	Print	Orig: 1 Copies: 0
PR B	0005515	12/31/06	Print	Orig: 10 Copies: 0
PR B	0006318	12/31/06	Print	Orig: 1 Copies: 0

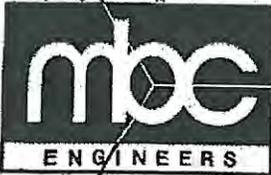
Account Totals

528.20 OUTSIDE SERVICES

AP B	0008356	9/12/05	GEODETIX, INC.	GEODETIX
------	---------	---------	----------------	----------

Description	Reg	Hours Ovt	Total
Reimbursable Expenses Total			
Project Totals	1,036.75	194.00	1,230.75

RD#10-02-005R



MACINA • BOSE • COPELAND and ASSOCIATES, INC  
CONSULTING ENGINEERS AND LANDSURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232  
(210) 545-1122 FAX (210) 545-9302  
www.mbcengineers.com

INVOICE

WAYNE HARWELL PROPERTIES  
P.O BOX 17065  
SAN ANTONIO, TEXAS 78217  
ATTN: WAYNE HARWELL

03-25-08

29287

STONEBRIDGE/WESTWOOD CENTER UNIT 11

For services rendered since early October of 2007.

- Continued dealing with extensive FEMA study. Includes additional work in dealing with requirements and comments.
- Prepared master grading for entire site with conceptual street, drives, and building pads.
- Prepared conduit plan.
- Prepared erosion control plan and SWPPP.
- Final grading plan for the first phase including street, drives sidewalk ramps, and fill placement.
- Site hydrology-calculated watersheds and developed flow rates for site runoff, street capacities for on-site drainage.
- Drainage Plans-hydrology calculations, public channel design including plan/profile and all associated details, plan preparation, submittals and meetings with COSA for approval.
- Revised and updated all construction plans as required by various agencies and assorted comments.
- Completed platting-Plan preparation, application, meeting with TxDOT.
- Staking of "Geo Bore" for use by Geotechnical Engineer.
- TxDOT Driveway Permit, including creation of driveway detail sheet, driveway grading.
- Construction Staking-Staked out the streets, drain system, sanitary sewer system, water distribution for construction.
- Sewer Cut Sheets prepared and reviewed sewer cut sheets, distributed as required.
- Site Meetings/Field Observation - Visited site to approve pay applications. Met on-site with contractor and SAWS inspector to obtain TxDOT utility permit, worked on getting permission in order to make the water tie in through Culebra road contractor (Sterling Construction).
- General Project Coordination and Administration

Sub-Total

OTHER EXPENSES:

- Reprographics
- Federal Express
- Tax Certificate

AMOUNT DUE

RD#10-02-005 R



FEDERAL EMERGENCY MANAGEMENT AGENCY  
**OVERVIEW & CONCURRENCE FORM**

O.M.B No. 3067-0148  
 Expires September 30, 2005

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 1 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing, reviewing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472, Paperwork Reduction Project (3067-0148). Submission of the form is required to obtain or retain benefits under the National Flood Insurance Program. Please do not send your completed survey to the above address.

**A. REQUESTED RESPONSE FROM FEMA**

This request is for a (check one):

- CLOMR: A letter from FEMA commenting on whether a proposed project, if built as proposed, would justify a map revision, or proposed hydrology changes (See 44 CFR Ch. 1, Parts 60, 65 & 72).
- LOMR: A letter from FEMA officially revising the current NFIP map to show the changes to floodplains, regulatory floodway or flood elevations. (See Parts 60 & 65 of the NFIP Regulations.)

**B. OVERVIEW**

1. The NFIP map panel(s) affected for all impacted communities is (are):

Community No.	Community Name	State	Map No.	Panel No.	Effective Date
Ex: 480301 480287	City of Katy Harris County	TX	480301	0005D	02/08/83
480045	City of San Antonio	TX	48201C	0220G	09/28/90
480035	Bexar	TX	48028C	0402F	01/04/02
			48028C	0238F	01/04/02

2. Flooding Source: Unnamed Tributary to Culebra Creek

3. Project Name/Identifier: Culebra Road at FM 1560

4. FEMA zone designations affected: A (choices: A, AH, AO, A1-A30, A99, AE, AR, V, V1-V30, VE, B, C, D, X)

5. Basis for Request and Type of Revision:

a. The basis for this revision request is (check all that apply)

- Physical Change  Improved Methodology/Data
- Regulatory Floodway Revision  Other (Attach Description)

Note: A photograph and narrative description of the area of concern is not required, but is very helpful during review.

b. The area of revision encompasses the following types of flooding and structures (check all that apply)

- Types of Flooding:  Riverine  Coastal  Shallow Flooding (e.g., Zones AO and AH)
- Alluvial fan  Lakes  Other (Attach Description)
- Structures:  Channelization  Levee/Floodwall  Bridge/Culvert
- Dam  Fill  Other, Attach Description

RD#10-02-005R

**C. REVIEW FEE**

Has the review fee for the appropriate request category been included?	<input checked="" type="checkbox"/> Yes	Fee amount: \$4,400.00
	<input type="checkbox"/> No, Attach Explanation	

Please see the FEMA Web site at [http://www.fema.gov/ml/tad/fm\\_fees.htm](http://www.fema.gov/ml/tad/fm_fees.htm) for Fee Amounts and Exemptions.

**D. SIGNATURE**

All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

Name: Wayne Harwell	Company: Culebra-1604 Joint Venture	
Mailing Address: P.O. Box 17065 San Antonio, Texas 78217-0065	Daytime Telephone No.: 210-829-7272	Fax No.: 210-829-7275
	E-Mail Address: wayneh@wayneharwell.com	
Signature of Requester (required): <i>Wayne Harwell</i>	Date: 4/17/07	

As the community official responsible for floodplain management, I hereby acknowledge that we have received and reviewed this Letter of Map Revision (LOMR) or conditional LOMR request. Based upon the community's review, we find the completed or proposed project meets or is designed to meet all of the community floodplain management requirements, including the requirement that no fill be placed in the regulatory floodway, and that all necessary Federal, State, and local permits have been, or in the case of a conditional LOMR, will be obtained. In addition, we have determined that the land and any existing or proposed structures to be removed from the SFHA are or will be reasonably safe from flooding as defined in 44CFR 65.2(c), and that we have available upon request by FEMA, all analyses and documentation used to make this determination.

Community Official's Name and Title: THOMAS G. WENDORF, PE. DIRECTOR OF PUBLIC WORKS	Telephone No.: (210) 207-8022
Community Name: CITY OF SAN ANTONIO	Community Official's Signature (required): <i>Thomas G. Wendorf</i> Date: 6/15/07

**CERTIFICATION BY REGISTERED PROFESSIONAL ENGINEER AND/OR LAND SURVEYOR**

This certification is to be signed and sealed by a licensed land surveyor, registered professional engineer, or architect authorized by law to certify elevation information. All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

Certifier's Name: Greg C. Smith	License No.: 88645	Expiration Date: 6/30/2007
Company Name: Macina, Bose, Copeland & Associates	Telephone No.: 210-545-1122	Fax No.: 210-545-9302
Signature: <i>Greg C. Smith, P.E.</i>	Date: 4/17/07	

Ensure the forms that are appropriate to your revision request are included in your submittal.

Form Name and (Number)	Required if...
<input checked="" type="checkbox"/> Riverine Hydrology and Hydraulics Form (Form 2)	Now or revised discharges or water-surface elevations
<input type="checkbox"/> Riverine Structures Form (Form 3)	Channel is modified, addition/revision of bridge/culverts, addition/revision of levees/floodwall, addition/revision of dam
<input type="checkbox"/> Coastal Analysis Form (Form 4)	Now or revised coastal elevations
<input type="checkbox"/> Coastal Structures Form (Form 5)	Addition/revision of coastal structure
<input type="checkbox"/> Alluvial Fan Flooding Form (Form 6)	Flood control measures on alluvial fans



RD# 10-02-005R



NATIONAL FLOOD INSURANCE PROGRAM  
FEMA NATIONAL SERVICE PROVIDER

November 15, 2007

Mr. Greg C. Smith, P.E.  
Macina Bose Copeland & Associates, Inc.  
1035 Central Parkway North  
San Antonio, TX 78232

IN REPLY REFER TO:  
Case No.: 07-06-2018P  
Communities: City of San Antonio and  
Bexar County, TX  
Community Nos.: 480045 and 480035

316-AD

Dear Mr. Smith:

This is in regard to your submittal dated October 11, 2007, concerning a July 6, 2007, request that the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issue a revision to the Flood Insurance Rate Map (FIRM) for Bexar County, Texas and Incorporated Areas. Pertinent information about the request is listed below.

Identifier:	Culebra Road at FM 1560
Flooding Source(s):	Culebra Creek, Culebra Creek Tributary 608A, and Culebra Creek Tributary 608B
FIRM Panel(s) Affected:	48029C0238 F

The data required to complete our review, which must be submitted within 90 days of the date of this letter, are listed on the enclosed summary.

If we do not receive the required data within 90 days, we will suspend our processing of your request. Any data submitted after 90 days will be treated as an original submittal and will be subject to all submittal/payment procedures, including the flat review and processing fee for requests of this type established by the current fee schedule. A copy of the notice summarizing the current fee schedule, which was published in the *Federal Register*, is enclosed for your information.

FEMA receives a very large volume of requests and cannot maintain inactive requests for an indefinite period of time. Therefore, we are unable to grant extensions for the submission of required data/fee for revision requests. If a requester is informed by letter that additional data are required to complete our review of a request, the data/fee must be submitted within 90 days of the date of the letter. Any fees already paid will be forfeited for any request for which the requested data are not received within 90 days.

If you have general questions about your request, FEMA policy, or the National Flood Insurance Program, please call the FEMA Map Assistance Center, toll free, at 1-877-FEMA MAP (1-877-336-2627). If you

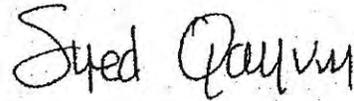
3601 Eisenhower Avenue, Alexandria, VA 22304-6425 PH:1-877-FEMA MAP FX: 703.960.9125

The Mapping on Demand Team, under contract with the Federal Emergency Management Agency, is the  
National Service Provider for the National Flood Insurance Program

RD#10-02-005R

have specific questions concerning your request, please contact your case reviewer, Ms. Kavitha Pulugundla, by e-mail at kavitha.pulugundla@mapmodteam.com or by telephone at (703) 960-8800, extension 3174, or the Revisions Coordinator for your State, M. Saleem Ashraf, Ph.D., P.E., at saleem.ashraf@mapmodteam.com or at (703) 317-6225.

Sincerely,



Syed Qayum, CFM  
National LOMR Technical Manager  
Michael Baker Jr., Inc.

Enclosures

cc: Mr. Thomas Wendorf  
Director  
Public Works  
City of San Antonio

Mr. Robert G. Brach  
Development Services Engineer  
Bexar County

Mr. Wayne Harwell  
Culebra-1604 Joint Venture



# NATIONAL FLOOD INSURANCE PROGRAM

FEMA NATIONAL SERVICE PROVIDER

## Summary of Additional Data Required to Support a Letter of Map Revision

Case No.: 07-06-2018P

Requester: Mr. Greg C. Smith, P.E.

Communities: City of San Antonio and  
Bexar County, TX

Community Nos.: 480045 and 480035

The issues listed below must be addressed before we can continue the review of your request.

1. Please submit a copy of the public notice distributed by the City of San Antonio stating its intent to revise the regulatory floodway, or provide a statement from community officials that all affected property owners have been notified, in compliance with National Flood Insurance Program regulation Paragraph 65.7 (b)(1). These notices must include the extent of revision, the changes to the floodway, and contact information for any interested parties.
2. Please submit documentation of the individual legal notice sent to all property owners affected by any widening and/or shifting of the base (1-percent-annual-chance) floodplain and/or increase of Base Flood Elevations (BFEs). This notice must include a descriptive explanation of the changes reflected in the revision. Please follow the template for this letter that can be found on Page 18 of the instructions for the MT-2 application/certification forms, which can be accessed at <http://www.fema.gov/pdf/fhm/mt-2.pdf>
3. The discharges used for the existing conditions hydraulic model do not match the discharges computed in the submitted HEC-1 hydrologic analysis for Culebra Creek. Please submit revised models using the discharges computed in the HEC-1 model
4. Please submit the existing conditions HEC-HMS models for tributaries 608A and 608B of Culebra Creek.
5. Please address the following comments regarding the existing conditions and proposed conditions HEC-RAS hydraulic models and submit revised paper and electronic copies of each, or provide an explanation
  - a. The submitted hydraulic analysis for Culebra Creek does not account for the flow from Culebra Creek Tributary 608A that bypasses the highpoint and drains into Culebra Creek. Please revise the models to add the flows draining into Culebra Creek as computed by the Lateral Weir. Also please note that since the floodplains will be embedded within each other, the cross sections for Culebra Creek should be extended to cross the entire width of the revised floodplain.
  - b. Our review of the submitted hydraulic analyses along Culebra Creek, for the base flood and floods having a 10, 2, and 0.2-percent-chance of being equaled or exceeded in any given year revealed that the same value of known water-surface elevation (WSEL) was used as the downstream boundary condition for all floods. Please use the appropriate WSEL for each flood, which can be obtained from the profile in the effective Flood Insurance Study, to revise the hydraulic model and ensure that the downstream cross section ties into the effective conditions within a maximum of 0.5 foot, and within 0.0 feet if practical.

3601 Eisenhower Avenue, Alexandria, VA 22304-6425 PH:1-877-FEMA MAP FX: 703.960.9125

The Mapping on Demand Team, under contract with the Federal Emergency Management Agency, is the  
National Service Provider for the National Flood Insurance Program

RD#10-02-005R

- c. The blocked obstruction option was used in the overbanks of Culebra Creek. If these do not represent structures in the floodplain, please remove the obstructions and consider revising the ground geometry or using the ineffective flow option, as appropriate.
- d. The models were run using the mixed flow regime. FEMA accepts base floodplain boundary delineations based on supercritical flow depths only for concrete-lined, engineered channels. Because the proposed channel is not concrete-lined, critical depth is the minimum depth permissible to map the base flood plain boundary delineations for this reach. Please revise the models using the subcritical flow regime.
- e. The 100-year WSELs are greater than the 500-year WSELs at Cross Sections 35300 and 34700 along Culebra Creek, and the 50-year WSELs are greater than the 100-year WSELs at Cross Sections 2093.63, 1707.58, 1639.25, 1606.13, 1472.26, and 1273.29 along Tributary 608A.
6. The channel distances computed in the existing conditions hydraulic model along Culebra Creek for the cross sections listed in the following table do not match the channel distances shown on the submitted topographic work map entitled "Westwood Center Unit II," prepared by your firm, dated September 2007. Please make the appropriate changes and submit a revised existing conditions hydraulic model or a revised topographic work map, certified by a registered professional engineer, or provide an explanation for these discrepancies.

Cross Section	Channel Distance (feet)	
	Model	Map
37800	478	240
36800	491	300
36300	503	455
35800	297	230
35300	1	55
34250	517	470
33100	839	650
32600	417	330
31550	522	395
31050	492	450

Please send the required data and/or fee directly to us at the address shown at the bottom of the first page. For identification purposes, please include the case number referenced above on all correspondence.

RD#10-02-005R



City of San Antonio  
Development Services  
Subdivision Section

# REQUEST FOR REVIEW

TO: TIME WARNER / PLANNING DEPT. Date 12/20/2006  
 FROM: Macina, Bose, Copeland Engineers, C/O FERNANDO SAENZ  
 PHONE NUMBER: (210) 545-1122 FAX NUMBER: (210) 545-9302  
 ITEM NAME: WESTWOOD CENTER, UNIT-11 FILE # 070147  
 RE: PLAT APPROVAL

**SUBJECT:** The attached item has been submitted for your review, recommendation, and or comment to the Planning Commission or Director. Please review and forward your response to the **CONSULTANT OF RECORD**. Return response as soon as possible, but no later than the date shown below. Response time will commence from the date of receipt of this request or receipt of all the items your agency requires for this review. "Days" represents work days.

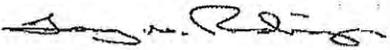
Please Return By: \_\_\_\_\_, 2006

- Minor Plat-10 days       Major Plat-50 days       Amending Plats -- 10 days  
 Plat deferral-30 days       Variance-15 days       Other-15 days

I recommend approval       I do not recommend approval

On \_\_\_\_\_, I notified \_\_\_\_\_, the engineer/  
subdivider /agent, of the corrections needed to remove this objection. Tel # \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



	DESIGNER I	Dec. 20, 06
Signature	Title	Date
(210) 352-4464		

June 5, 2001

RD#10-02-005R



City of San Antonio  
Development Services Department

**LETTER OF CERTIFICATION**

October 10, 2007

PLAT NO.: 0 7 0 1 4 7

SUBDIVISION: Westwood Center Unit 11

TO: Macina Bose Copeland and Associates, Inc.

The required data for storm drainage, streets, thoroughfares, traffic, geo-spatial information, tree preservation, subdivisions and any associated development-related projects for the subdivision plat shown above has been received in accordance with section 35-431 of the Unified Development Code (U.D.C.). The Development Services Department certifies the project based on the following determinations:

1. Improvements are required to:
  - streets
  - storm drainage
  - Streetscape
  - sidewalks  on plat
  - on building permit (Only if ICL)
2. This plat is within the 100-year flood plain;
3. This plat does not require a variance to the U.D.C.;
4. The following development fees are required for this plat:
  - A storm water development fee of \$33,756.00
  - A street light fee of \$0.00
5. The following additional projects are associated with this plat:
  - POADP/MDP - 544 Stonebridge, accepted January 27, 1997
  - PUD - NA PUD Name, approved/amended xxxxx

Rebecca Paskos, Planner  
Development Services Department  
City of San Antonio



RECEIVED  
SEP 13 2007  
MBC ENGINEERS

September 11, 2007

Fernando Saenz  
Macina, Bose, Copeland and Associates, Inc.  
1035 Central Parkway North  
San Antonio, Texas 78232

Re: Letter of Certification Recommending Approval

Dear Mr. Saenz:

We are pleased to confirm that gas and electric supply lines can be extended by CPS Energy to serve all building sites in the Subdivision plat of Westwood Center, Unit 11, under the provisions of our current supply line extension policy.

The installation of these facilities is subject to conformance with all legal regulations and Requirements relating to platting, subdividing, governmental approvals and permits incidental to installing and maintaining the facilities as planned.

This letter is also to certify that CPS Energy has reviewed the proposed City Plat No. 070147 and the utility plan if applicable for approval and CPS Energy has no objection to the filing of this plat for consideration by the Planning Commission.

We welcome the opportunity to work with you in the development of this project. If you have any questions please contact me at (210) 353-6867.

Sincerely,

Steve Blain  
Project Manager  
New Service Delivery

SB/jw



Park Project Services Division  
P.O. Box 839966, San Antonio, Texas 78283-3966  
(210) 207-4091 FAX (210) 207-2720

*Letter of Certification*  
Parkland Dedication

April 3, 2007

Fernando Saenz  
Macina Bose Copeland Inc  
1035 Central Parkway North  
San Antonio, TX 78232

RE: Westwood Center, Unit-11  
Plat Number 070147

Dear Mr. Saenz:

The required data for Park Land Dedication for the above referenced subdivision has been received as required by Section 503 of the Unified Development Code and approved by this department.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Clear'.

David Clear  
Senior Planner  
Park Project Services  
Parks and Recreation Department



**CITY OF SAN ANTONIO  
DEPARTMENT OF  
PLANNING AND COMMUNITY DEVELOPMENT  
LETTER OF CERTIFICATION**

Date: 6/29/07

ITEM NAME: Westwood Center Ct. II FILE # 070147

Plat Certification Request

Number: 070147

Date: \_\_\_\_\_

The City of San Antonio Planning Department has reviewed the above referenced Plat or Plan for conformity with the provisions as stated in the City of San Antonio Unified Development Code (UDC). This Letter of Certification (LOC) attests to cultural and historic resources, including but not limited to archaeology, architecture, and historic sites. (NOTE) When a previously unidentified archaeological site is discovered in the course of construction, the property owner immediately shall notify the city's Historic Preservation Officer for assistance on consulting with a qualified archaeologist. Any changes to the plat or plan affecting these areas will require a resubmittal for review to the department and the issuance of a new LOC.

*Please attach this letter of certification with your complete final package to Land Entitlement Division, Subdivision Section.*

BY: *Emil R. Moncivais*  
Emil R. Moncivais, FAICP, AIA, CNU  
Director, Planning and Community Development

Date: 7/02/07

*Kay Hines*  
Kay Hines  
Sr Planner

Date: 6/29/07

City of San Antonio  
Development Services  
Subdivision Section

# REQUEST FOR REVIEW

TO: AT&T-SA Engineering Rm 610 4119 Broadway SA TX (210-283-1631 or 1601) Date: 12/21/06

FROM: MACINA Bose Corp PH: 210-                      FAX: 210- 545-9302

ITEM NAME: Westwood Center U-1 FILE # 070147

RE: PLAT APPROVAL

SUBJECT: The attached item has been submitted for your review, recommendation, and or comment to the Planning Commission or Director. Please review and forward your response to the **CONSULTANT OF RECORD**. Return response as soon as possible, but no later than the date shown below. Response time will commence from the date of receipt of this request or receipt of all the items your agency requires for this review. "Days" represents work days.

Please Return By \_\_\_\_\_ 2006

- Minor Plat - 10 days
- Major Plat - 50 days
- Amending Plats
- Plat deferral - 30 days
- Variance - 15 days
- Other - 15 days

I recommend approval  I do not recommend approval

On \_\_\_\_\_, I notified \_\_\_\_\_ the engineer/subdivider /agent, of the corrections needed to remove this objection. Tel # \_\_\_\_\_

Comments: PLEASE INCLUDE AT&T IN ANY ELECTRIC EASEMENTS GRANTED. IF ANY EXISTING AT&T FACILITIES NEED TO BE MOVED, REMOVED, REPLACED OR RELOCATED CWOTS (CUSTOM WORK ORDER/CONSTRUCTION) CHARGES WILL APPLY.

Please forward Final CPS Design and address plats. to SD1433@atth.com

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Shaun D. Maglio Design Engineer 1/19/07  
 Signature Title Date

RD#10-02-005R



**SAN ANTONIO WATER SYSTEM**  
**INFRASTRUCTURE PLANNING DEPARTMENT**  
P.O. BOX 2449, SAN ANTONIO, TEXAS 78298-2449

**LETTER OF CERTIFICATION FOR SEWER AND WATER SERVICES**

**DATE:** 24-May-07

**Expire Date:** 24-Feb-08

**SUBDIVISION NAME:** Westwood Center Unit 11

**PLAT NO:** 070147

**TO:** Macina\*Bose\*Copeland & Associates, Inc.  
1035 Central Parkway North  
San Antonio, Texas 78232

**Major Residential Subdivision:** Yes

The required data for sanitary sewer and water systems for the above subdivision, as required by Appendix A of the City of San Antonio Unified Development Code, has been received by this Department.

**SEWER**

**Deferred Impact Fee Payment:** Yes

Sewer Impact Fee Required? _____ *	Sewer Impact Fee _____ *
Sewer Fee/EDU _____ *	Sewer EDUs _____ 45
Total Planned Sewer Improvements - Cost Estimate: _____ \$55,940.95	

Plat is subject to 30TAC 213.5 (b) and 213.5 (c) No

Sewer Notes:

**WATER**

Water Impact Fee Required? _____ *	Fire Flow Meter Cost _____ \$0.00
Water Fee/EDU _____ *      Water EDUs _____ 0	Total Local Benefit Fees _____ \$0.00
Water Fee/EDU _____ *      Water EDUs _____ 0	Total Water Impact Fee _____ *

For Development - Utility layout and cost estimate approved. General Construction Permit required No  
Total Planned Water Improvements - Cost Estimate: \_\_\_\_\_ \$155,728.49

Single Customer main extension required. No

Water service is available through SAWS Counter Services consistent with SAWS Regulations : No

Water Notes:

**Remarks:** \* IMPACT FEE PAYMENT DUE: Water and Sewer Impact Fees were not paid at the time of platting for this property. All impact fees must be paid prior to Water Meter set and/or Sewer Service Connection.

**Total Improvements:** \_\_\_\_\_ \$211,669.44

**Total Impact Fees:** \_\_\_\_\_ \*

cc City's Planning Department  
Developer/Owner  
City Public Works Subdivision Coordinator  
SAWS Development Service/Infrastructure Planning  
Plat File

*el g zh*  
\_\_\_\_\_  
Development Engineering Division

**Hold for Recordation**

RD#10-02-005R



## CITY OF SAN ANTONIO

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

November 12, 2008

City of San Antonio  
Public Works  
Office of the Director  
114 W. Commerce, 6<sup>th</sup> Floor  
San Antonio, TX 78205

Ref: Westwood Center, U-11, Plat # 070147

You are hereby advised that the above referenced subdivision was inspected by the Construction Inspections Staff of the Development Services Department. The completed work met the requirements of the plans and specifications. Public Works drains maintenance will start as of October 16, 2009.

You should add the subdivision's new drain structures enumerated in the attached data sheets to your inventory.

*Roderick J. Sanchez*  
Roderick J. Sanchez, AICP, CBO  
Director of Development Services

Atch: Streets and/or Drains Detailed Data

RD#10-02-005R

DATE: November 13, 2008

**SUBDIVISION NAME:** Westwood Center Unit-1

**PLAT #:** 070147

**ENGINEER:** MBC Engineers

**DEVELOPER:** Wayne-Harewll

**CONTRACTOR:** Rodman Companies

This is to certify the following required site improvements have been satisfactorily completed in compliance with plans and specifications.

	<u>OK</u>	<u>N/A</u>
<b>STREETS:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>SIDEWALKS:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>STORM DRAINAGE FACILITIES:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

*Elwerd Weiderhold*

Elwerd Weiderhold,  
Assistant Supervisor, Construction Inspection  
Development Services Department  
**CITY of SAN ANTONIO**

RD#10-02-005R



# CITY OF SAN ANTONIO

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

November 12, 2008

Rodman Companies  
18585 Sigma Road  
San Antonio, TX 78258-4204

Wayne Harwell  
100 NE Loop 410, Ste. 1220  
San Antonio, TX 78216

MBC Engineers  
1035 Central Parkway North  
San Antonio, TX 78232

Ref: Westwood Center, U-11, Plat # 070147

Dear Sir or Madam:

The above referenced subdivision was inspected on October 16, 2008 by the Construction Inspections Staff of the Development Services Department.

The completed work met the requirements of the plans and specifications. The project's one-year extended warranty shall commence on October 16, 2008. During this one-year extended warranty, any repairs to work completed by your firm must be repaired at your cost.

Sincerely,

Roderick J. Sanchez, AICP, CBO  
Director of Development Services

Atch: Streets and/or Drains Detailed Data

cc: Construction Inspection (DSD)  
Subdivision Coordinator (DSD)  
SE Service Center (PW)  
Right-of-Way Management (PW)  
Storm Water Engineering (PW)  
Neighborhood Traffic Engineering (PW)  
San Antonio Water System (SAWS)  
Bexar County Public Works  
Bexar Metro 911

JP / dth / rr

RD#10-02-005R

## BACKGROUND INFORMATION

Inspector's Name: John Pardo  
Date Letter Written: 10/23/08  
Subdivision Name: Westwood Center U-11  
Plat Number: 070147  
Contractor's Name: Rodman Companies  
Developer's Name: Wayne Harwell  
Engineering Company: MBC Engineers  
City Limits: ICL  
Subdivision Location: East from the intersection of Culebra Road (F. M. 471) and Hwy. 1560.

## STREETS DATA

Date of Final Inspection: No streets.

## DRAINS DATA

Date of Final Inspection: 10/16/08

Drain Name: "A"  
Length: 132.88 lf.  
Location: Drain is located between lots 15 and 18 going west matching existing ground.  
Description: Drain consists of rip rap at upstream end, 122.68 lf of 3' wide x 1.5' deep concrete lined channel and rip rap with baffle blocks at downstream end.

RD#10-02-005R



**SAN ANTONIO  
RIVER AUTHORITY**

Water Brings Us Together

November 12, 2009

Wayne Harwell  
WCH Holdings, L.P.  
100 N.E. Loop 410, Suite 1220  
San Antonio, Texas 78216

RE: FEMA FLOOD PLAIN  
LOMR

Dear Mr. Harwell:

The purpose of this letter is to confirm that the San Antonio River Authority has been in constant contact with FEMA to review and discuss your protest submitted to the San Antonio River Authority during the 90 day Bexar County appeals/protest period. Unfortunately your protest was denied for the following reason(s);

- LOMR effective date pass the FEMA cutoff date set for the Bexar County DFIRM Project.

Due to the continual process of LOMR submittals and reviews, FEMA set a timetable during the Bexar County DFIRM Project. This was setup to place a deadline so that the DFIRM project could proceed to its next phase. The time table dates were set between September 5, 2005 to August 6, 2008.

LOMR 07-06-2018P submitted in your protest has the effective date of March 9, 2009 which was past the FEMA deadline. However, since LOMR 07-06-2018P is a FEMA approved LOMR, it is now and will be shown as the effective mapping even after the DFIRM maps are final and adopted.

If you should have any questions, please contact the San Antonio River Authority.

Sincerely,

  
Nefi Garza, P.E., CFM  
Watershed Management

Cc: MBC Engineers – Attn: David Allen

100 East Guenther St. ☆ P.O. Box 839980 ☆ San Antonio, TX 78283-9980 ☆ www.sara-tx.org  
(210) 227-1373 ☆ (866) 345-7272 ☆ Fax (210) 227-4323

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Roberto G. Rodriguez

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RD#10-02-005R



# Federal Emergency Management Agency

Washington, D.C. 20472

March 13, 2009

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:  
Case No.: 07-06-2018P

The Honorable Nelson W. Wolff  
Bexar County Judge  
100 Dolorosa Street, Suite 120  
San Antonio, TX 78205

Community: Bexar County, TX  
Community No.: 480035  
FIRM Panel Affected: 48029C0238 F  
48029C0239 F

116

Dear Judge Wolff:

In a Letter of Map Revision (LOMR) dated October 20, 2008, you were notified of proposed modified flood elevation determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Bexar County, Texas. These determinations were for Culebra Creek- from approximately 5,600 feet downstream of Sterling Road to approximately 4,670 feet upstream; Culebra Creek Tributary D- from the confluence with Culebra Creek to approximately 4,750 feet upstream; Unnamed Tributary to Culebra Creek Tributary D - from the confluence with Culebra Creek Tributary D to approximately 1,050 feet upstream; and Ponding Area between Culebra Creek and Culebra Creek Tributary D- from approximately 1,650 feet northeast to approximately 2,600 feet southeast of the intersection of Culebra Road and Sterling Road. The 90-day appeal period that was initiated on November 7, 2008, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed Base Flood Elevations (BFEs) in the *San Antonio Express-News*, has elapsed.

FEMA received no valid requests for changes to the modified BFEs. Therefore, the modified BFEs that became effective on March 9, 2009, remain valid and revise the FIRM and FIS report that were in effect prior to that date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. The community number(s) and suffix code(s) are unaffected by this revision. The community number and appropriate suffix code as shown above will be used by the National Flood Insurance Program (NFIP) for all flood insurance policies and renewals issued for your community.

FEMA has developed criteria for floodplain management as required under the above-mentioned Acts of 1968 and 1973. To continue participation in the NFIP, your community must use the modified BFEs to carry out the floodplain management regulations for the NFIP. The modified BFEs will also be used to calculate the appropriate flood insurance premium rates for all new buildings and their contents and for the second layer of insurance on existing buildings and their contents.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, please call the Director, Mitigation Division of FEMA in Denton, Texas, at (940) 898-

RD#10-02-005R

2

5127.

If you have any questions regarding the LOMR, the proposed modified BFEs, or mapping issues in general, please call the FEMA Map Assistance Center, toll free, at 1-877-FEMA MAP (1-877-336-2627).

Sincerely,

*William R Blanton Jr*

William R. Blanton Jr., CFM, Chief  
Engineering Management Branch  
Mitigation Directorate

cc:

The Honorable Phil Hardberger  
Mayor, City of San Antonio

Mr. Thomas Wendorf, P.E.  
Director  
Public Works Department  
City of San Antonio

Mr. Robert Brach, P.E.  
Development Services Engineer  
Bexar County

Mr. Greg Smith, P.E.  
Macina, Bose, Copeland & Associates

Mr. Wayne Harwell  
Culebra-1604 Joint Venture

RD#10-02-005R



# City of San Antonio, Texas

Department of Planning and Development Services

March 29, 2010

Mr. Wayne Harwell  
100 N. E. Loop 410 Suite 1220  
San Antonio, TX 78216

RE: Rights Determination File: RD #10-02-005 Revised Carmel Canyon Apartments

Dear Mr. Harwell:

We have reviewed your re-submittal of rights determination application information that was submitted on March 11, 2010. Based on the additional information provided, the following is our official finding:

Planning and Development Services Department, with a recommendation from the City Attorney's Office, does not approve Rights Determination Application No. 10-02-005. The Applicant is planning to develop a multi-family residential apartment complex (the "Project") and is requesting that the Project be exempt from COSA landscape and tree ordinances that became effective after November 17, 1994. The Applicant submitted a COSA Rights Determination Application, Fair Notice Forms, an agreement (the "Agreement") between himself and SAWS, authorized November 17, 1994, for the provision of water and wastewater service to 417.7 acres of land, and numerous supporting documents. Rights are denied based on:

1. The Applicant does not comply with the provisions of Chapter 245 of the Local Government Code and Chapter 35 of the COSA Unified Development Code.
2. The Agreement and supporting documents do not describe or designate the Project or Project area that is specifically described and designated by the Applicant in the COSA Rights Determination Application and Fair Notice Forms. The maps and property location descriptions included as part of the Agreement and the Agreement related documents refer to provision of service to the land, but there is no map, plan, schematic drawing, or anything that shows service to the Project or to the Project Area as the Applicant specifies in the COSA Rights Determination Application and Fair Notice Forms.
3. The Applicant changed projects. The Applicant requests a rights determination for a multi-family residential development project and the Agreement indicates single family residential development. The 1994 Agreement and supporting documents described a project that is different from the Project that the Applicant described in the Application and Fair Notice Forms. The Project and the Project area is described and designated by the Applicant for the first time in the COSA Rights Determination Application and Fair Notice Forms. The 1994 Agreement itself does not describe or anticipate the Project or Project area as described by Applicant. It does have a provision that states "If determined to be applicable by the President/CEO, the Developer hereby agrees to submit to the President/CEO, a Project Master Plan, an Engineering Report, and

a Water Plan.” The documents submitted by the Applicant that are related to the 1994 Agreement, particularly the above mentioned Engineering Report, indicate that the tracts that comprise the water and wastewater service area are planned to be developed for single family residential use and the EDU water demand calculations are based on the same single family residential use development scheme. The subsequent 2005 Agreement which replaced the 1994 Agreement in order to cover “the remaining portions of a 417.7 acre tract” states “...development is planned for single-family residential and commercial use.”

4. The Project is dormant. In addition, if the 1994 Agreement was analyzed in a manner so as to support the Project as described in the Application and Fair Notice Forms, the development activity on the land surrounding the Project and the Project area would not be considered progress towards completion of the Project. The Applicant described the Project specifically in multiple forms and documents. The development activity listed in the Rights Determination application was neither part of, nor did it show progress towards completion of, the Project that the Applicant described. The Project described by the Applicant in the Application and Fair Notice Forms is supported by the Applicant with reference to improvements (a drain) that were inspected and approved in October 2008 and the platting associated with the Project was completed on the date of the Rights Determination Application submittal. The elapsed time between the 1994 Agreement and October 2008 date recognizes that there was no progress towards completion of the Project, which means the Project would be dormant.

All appeals and resubmitted information must be in writing and filed with the Director of Planning and Development Services within fifteen (15) calendar days from the date the applicant is notified of the adverse decision or action taken under these requirements. Appeals and re-submittals made after fifteen (15) calendar days will not be accepted. If you have further questions please contact Melissa Ramirez at 207-7038.

Sincerely,



Roderick J. Sanchez, AICP, CBO  
Director, Planning and Development Services

2010 MAR 24 AM 9:50

March 22, 2010

Via Hand-Delivery

Mr. Rodrick Sanchez  
Director Planning and Development Services  
City of San Antonio  
1901 S. Alamo, 2nd Floor  
San Antonio, TX 78204

Re: Appeal of director's decision to disapprove Rights Determination request No. 10-02-005 – Our File No. 4022.005

Dear Gentlemen:

Our firm represents the applicant in the above referenced matter. This is an appeal of the erroneous disapproval of Rights Determination Application No. 10-02-005. This appeal is made pursuant to Unified Development Code Section 35-712(d)<sup>1</sup>. Please find enclosed herewith a check for \$500.00 to cover the costs associated processing this appeal. Copies of all referenced documents are included in Exhibit "A" hereto.

---

<sup>1</sup> The Section reads as follows "*Recognition of Rights Derived From V.T.C.A. Local Government Code Ch. 245. (d) Vested Rights Recognition Process Appeal. In the event an applicant for recognition of statutory rights is aggrieved by an action taken regarding the recognition of those rights or the application of the above requirements, the applicant may appeal the decision of the director of the department development services to the planning commission by filing a request for appeal with the director of planning and development services within fifteen (15) calendar days from the date the applicant is notified of the adverse decision or action taken under these requirements. The application for appeal shall be made in writing and shall contain the applicant's rationale for requesting the appeal together with payment of an application review fee in the amount established by ordinance as set forth in Appendix "C". The director of planning and development services shall place the appeal on the agenda of the planning commission and the planning commission shall hold a hearing on the appeal and make its ruling within forty-five (45) days from the date the request for appeal was filed. A rights appeal shall be based solely on the original approved application for the project notwithstanding subsection 35-404(e). If the planning commission denies all or part of the relief requested in the appeal, the applicant may make a final appeal to the city council by filing a notice of final appeal in writing together with payment of an application review fee in the amount established by ordinance as set forth in Appendix "C" to offset the city's costs with the office of the city clerk no later than the tenth day following the party's receipt of the written decision of the planning commission from which the final appeal is brought. If the planning commission approves all or part of the relief requested in the appeal, the city manager or her designee may make a final appeal to the city council by filing a notice of final appeal in writing with the city clerk no later than the tenth day following the decision of the planning commission from which the final appeal is brought. The city clerk shall schedule the hearing of the final appeal at the earliest regularly scheduled meeting of the city council that will allow compliance with the requirements of the Texas Open Meetings Act. The decision of the city council shall be final*"

**RD#10-02-005 Appeal**



On February 8, 2010, Wayne Harwell (hereinafter "applicant") submitted Rights Determination application No. 10-02-005 to the City of San Antonio's Planning and Development Services Department (hereinafter the "City"). A copy of the application and accompanying cover letter is attached hereto as Exhibit A, and incorporated herein for all purposes. The project for which the applicant sought verification of vested rights is the "Carmel Canyon Apartments" (a multi-family residential apartment complex development). Applicant provided water and sewer permit applications that were submitted to San Antonio Water System (hereinafter "SAWS") on November 17, 1994 and April 4, 1995 respectively, SAWS permit No 95-061, dated April 4, 1995, and SAWS Board of Trustee's Resolution 95-061, authorizing the SAWS President/CEO to enter into an agreement with the Applicant to provide sewer service for the project.

In a letter dated March 10, 2010, the Planning and Development Services Office advised that the City Attorney's Office "is recommending Right Determination No. 10-02-005 not be approved at this time. The Applicant, in an email dated March 11, 2010, provided the following information:

**"In addition to the agreement mentioned in the determination, a copy of the fulfilled commitment as evidenced by the EDU's associated with the agreement was attached. A letter dated January 19, 2005 outlining specific locations of each use of EDU's pursuant to the agreement, complete listing of plats, dates, and locations.**

**Such letter outlined:**

**"... the location of each dwelling unit equivalent EDU, the unit it was used for, the cost of installations in accordance with the Sewer Service Agreement and the letters of Certification for each unit under the agreement dated 3/28/95"**

**A ratification of such 1995 agreement dated June 17, 2005 was also attached to the application and is filed of record in the land records of Bexar County. The agreement specifically on Page 1 of 3 of the Special Conditions of the Utility Service Agreement ratifies and replaces the agreement as to directing use of the EDU's earned by the 1995 agreement. See the middle of the page S.C.1.00 Paragraph 3.**

**"This Utility Service Agreement replaces the previous sewer contract Resolution number 95-061."**

**As the letter you have attached states that the information was not provided, it may have been left out of their package but it was submitted to the Department.**

**Please review this information and if you can tell me within a few days if the stated information is adequate for your purposes, we will not appeal this to the Planning Commission, however, if we do not receive approval shortly, we will file for an appeal of such decision."**

Later that day the Applicant received an email from Melissa Ramirez, Senior Management Analyst, Land Entitlements Planning and Development Services Department, advising that the information had been received and would be forwarded to the City Attorney's office for further

Mr. Rodrick Sanchez  
Director Planning and Development Services  
March 22, 2010  
Page 3 of 3

NEWELL CITY SERVICES  
RECEIVED

2010 MAR 24 AM 9:50

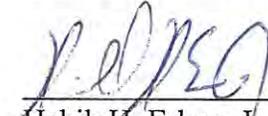
review. The applicant has been advised by Ms. Ramirez that to date the City Attorney's office has not concluded its review. Consequently, the Applicant has asked this firm to file this appeal on his behalf.

Therefore, we respectfully request that this appeal be placed on the earliest available agenda for Planning Commission's consideration and action. Thanking you in advance for your prompted attention to this matter I remain,

Sincerely yours,

**EARL & ASSOCIATES, P.C.**

By:

  
\_\_\_\_\_  
Habib H. Erkan, Jr.

R D# 10 - 02 - 005 Appeal

March 25, 2010

**Via Hand Deliver - CFI**

Mr. Larry Odis  
City of San Antonio  
Planning and Development Services Department  
1901 S. Alamo  
San Antonio, Texas 78204

RE: Permit No. 1586516 Carmel Canyon Apartments, 11727 Culebra Road  
Our File No. 4022.005

Dear Mr. Odis:

Pursuant to your request to Habib H. Erkan, Jr. yesterday via email, enclosed herewith please find the following:

1. Second copy of Permit No. M-1586516 Carmel Canyon Apartments – Appeal (with all attachments)

Please let me know if you have any questions or need any additional information. Thanking you in advance for your assistance in this matter.

Sincerely,

**EARL & ASSOCIATES, P.C.**

By:

  
Helen Splawn, Paralegal

HS/  
Enclosures: as stated

**RD#10-02-005 Appeal**



SCANNED 4022.0005

2010 MAR 24 AM 9:53

HH

Wayne Harwell  
Manager of General Partner  
E-mail: wayneh@wayneharwell.com

Hand Delivered

February 8, 2010

**HARWELL CO., LTD**  
HARWELL HOLDING COMPANY, LTD

Melissa Ramirez  
Senior Management Analyst,  
Land Entitlements  
Planning and Development Services Department  
1901 S. Alamo  
San Antonio, Texas 78205

Ref: Permit # M-1586516 Carmel Canyon Apartments, 11727 Culebra Road

Dear Ms. Ramirez

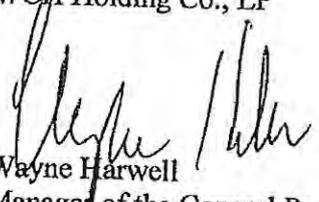
After reviewing the documents, we remembered that this tract is actually established by Sewer and Water Service Contracts dating back to November 17, 1994. The agreements were then entered in to in 1995 and have been updated in 2005, as it is still current for this 417 acre original agreement. I have therefore filled out the Rights Determination and the Fair Notice Form using the agreement for utilities. Also find enclosed our check in the amount of \$1,000 for the review.

As you requested, I have attached copies of all of the plats used on this original 417 acre tract as well as the utility service agreements and updates of those agreement.

As we explained to you on Friday, the completeness review in October did not require this level of information nor did the initial 45 day review. It came as a big surprise to find the Denial on February 1, 2010 with no other information. The project is in need to these permits in order to protect the financing. Could you please advise me as soon as possible of your determination in this mater?

If any additional information might be required, please do not hesitate in contacting me.

Very truly,  
WCH Holding Co., LP



Wayne Harwell  
Manager of the General Partner  
Cc: Mike Shannon

EARL & ASSOCIATES  
FEB 8 - 2010  
RECEIVED

Y:\Wayne Harwell\Carmel Canyon\1500 at 471 Apartments\City Perm\ Soboktal\Rights Determination - Ramirez 2-8-10.doc

RD#10-02-005 Appeal

2010 MAR 24 AM 9: 53



City of San Antonio  
Planning & Development Services  
Local Government Code Chapter 245/Article VII  
Unified Development Code  
Rights Determination/Consent Agreement

Intake Date: \_\_\_\_\_

Intake By: \_\_\_\_\_

Type:  Rights Determination

Consent Agreement

**Instructions:**  
1. All applicable information must be legibly printed or typed for processing. If completed on behalf of the property owner please attach power of attorney or letter of agent.  
2. Please complete and attach 2 sets of all applicable documents (i.e. this form, Master Development Plan, P.U.D. plan, plat application, approved plat, building permit) along with appropriate fee.  
3. Application must contain all information to establish rights under Chapter 245 of the Local Government Code and Article VII of the Unified Development Code (UDC).  
4. Any appeal of the decision of the Director to the Planning Commission will be based on information submitted to the Director for determination of rights.  
*Note: Must comply with the UDC, §35-B128 Rights Determination for the City of San Antonio.*

Owner: WCH Holdings, LP

Agent: Wayne Harwell – Manager of the General Partner

Phone: (210) 829-7272 Fax: (210) 829-7275

Address: 100 NE Loop 410 Suite 1220

City: San Antonio State: Texas Zip code: 78216

Engineer/Surveyor: MBC Engineers Contact: Dave Allen

Address: 1035 Central Parkway North Phone: (210) 545-1122

City: San Antonio State: Texas Zip code: 78232

Name of Project: Carmel Canyon Apartments

**Site location or address of project and legal description:**  
Near the intersection of Culebra Road at FM 1560 – Assigned Address 11727 Culebra Road 78254  
Being a 5.797 acre tract out of a 22.078 Acre tract shown as Lot # 12 Block 1 NCB 17635, as shown on  
the Plat # 070147 Approved by the Planning Commission on December 10, 2008, which plat has not yet  
been recorded. Legal Description and Plat attached.

RD#10-02-005 Appeal

City Council District(s): 6 ETJ: / No Edward's Aquifer Recharge Zone? / No

2010 MAR 24 AM 9:53

1. Describe current use(s) of the property: Vacant Land

2. Describe the specific Project and the expected use(s) to be created by this Project including the nature, extent, and density or intensity of each use for which rights are being claimed (type of development, number of buildings, type of building(s), specific use(s) of those buildings, etc.)? *Fair Notice of the Project is required with requests based on MDPs, POADPs or plat applications.*

(a) Nature of the project:

Multi-Family apartments as shown on the site plan submitted as attached and as part of permit application # M1586516. Original project is further described in Sewer Service Commitment dated March 29, 1995 - Copy attached

(b) Total land area, in square feet: 252,517.32

(c) Total area of impervious surface, in square feet: 202,013.85

(d) Number of residential dwellings units, by type: 124 Multifamily Garden Walk Up

(e) Type and amount of non-residential square footage (ground floor building footprint only):

None

(f) Number of buildings: 6 Residential, 1 club house, 15garages and support buildings

(g) Phases of the development (if applicable): one

3. List ordinances to which the Project described in item #2 above will seek exception to based on the date requested for recognition of rights. State specific sections of the San Antonio Municipal Code and their effective dates:

Landscape and Tree ordinances after the date of first application November 17, 1994

RD#10-02-005 Appeal

2010 MAR 24 AM 9:53

4. Please indicate permits or development approvals received that are the basis to establish rights to complete the Project. Please specify all that may be applicable and include copies of the permit.

**PERMIT**

Type of Permit: Water and Sewer permits (Attached) Date of Application: 11/17/94 and 3/28/95

Permit Number: 95-061 Date issued: April 4, 1995

Expiration Date: \_\_\_\_\_ Acreage: 417.77 Acres

Such permits plainly state that this track is to be used as residential

**MASTER DEVELOPMENT PLAN (MDP) (Formerly POADP)**

Accepted *prior to September 1, 1997* are subject to permit right conditions within 18 months from the effective date of the development rights ordinance (9/25/97) and projects submitted *after September 1, 1997* are subject to 24 months for the POADP acceptance date. Fair Notice required with MDP/POADP

Name: \_\_\_\_\_ # \_\_\_\_\_

Date accepted: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ MDP Size: \_\_\_\_\_ acres

**P.U.D. PLAN**

Name: \_\_\_\_\_ # \_\_\_\_\_

Date accepted: \_\_\_\_\_

**PLAT APPLICATION**

*Fair Notice required with plat application*

Plat Name: \_\_\_\_\_ Plat # \_\_\_\_\_ Acreage: \_\_\_\_\_

Date submitted: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

*(Note: Plat must be approved within 24 months of application submittal date)*

**APPROVED PLAT**

Plat Name: \_\_\_\_\_ Plat # \_\_\_\_\_ Acreage: \_\_\_\_\_ Approval

Date: \_\_\_\_\_ Plat recording Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Vol./Pg. \_\_\_\_\_

*(Note: If plat is not recorded within 3 years of plat approval permit rights will expire)*

**OTHER PERMITS:**

5. Specify the amount, date and purpose of each expenditure or obligation incurred in reliance on the permits identified above (include copies of contracts): Please include verified or certified copies of all contracts, appraisals, reports, correspondence, letters, or other documents or materials upon which the Applicant's claim for rights or equitable estoppel is based. Do not include land purchase costs nor payment of taxes.

Stone Bridge concept plan / Plat # 970306 Filed June 19, 1999

Westwood Ctr Unit # 11 Plat # 070147 approved December 10, 2008 not yet filed

Westwood Ctr Unit # 1 Plat # 990212 Filed October 27, 2000

Westwood Ctr Unit # 2 Plat # 99034 Filed April 12, 2001

Westwood Ctr Unit # 3A Plat # 200092 Filed April 26, 2001

Westwood Ctr Unit # 4 Plat # 200093 Filed April 30, 2004

Westwood Ctr Unit # 5 Plat # 200094 Filed June 27, 2000

Westwood Ctr Unit # 8 Plat # 200097 Filed September 20, 2002

Westwood Ctr Unit # 9 Plat # 000104 Filed August 3, 2001

Westwood Ctr Unit # 10 Plat # 010019 Filed July 13, 2001

Westwood Ctr Unit # 6 Plat # 200095 Filed September 16, 2005

Westwood Ctr Unit # 7 Plat # 200096 Filed September 16, 2005

See attached letter dated January 19, 2005 Outlining to SAWS each location of each dwelling unit equivalent EDU, the unit it was used for, the costs of installations in accordance with the Sewer Service Agreement and the letters of Certification for each unit under the agreement dated 3/28/95. Such letter describes the allocation of 370.772 EDU's to this tract known as tract # 8.

See Utility Service Agreement updating and renewing the Sewer Service Agreement dated June 17, 2005 and allocating such EDU's to this remaining tract by Special Provisions Page 3.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Requested date for claim of rights for this Project: November 17, 1994 \_\_\_\_\_

7. Describe any construction or related actions that have taken place on the property since that date: Include the date, cost, nature and extent of each physical improvement to the property including structures, utilities, roads, driveways, etc

See attached letter dated January 19, 2005 Outlining to SAWS each location of each dwelling unit equivalent EDU, the unit it was used for, the costs of installations in accordance with the Sewer Service Agreement and the letters of Certification for each unit under the agreement dated 3/28/95. Such letter describes the allocation of 370,772 EDU's to this tract known as tract # 8.

Bridge over Culebra Creek costing \$1.5 million

Connecting roads costing \$.75 million

Unit # 8 includes 356 units of Apartments valued at approximately \$25,000,000

Unit # 10 includes 46,000 feet of Retail valued at \$6 million

Unit # 9 includes 9,000 feet of Retail valued at \$2 Million

Unit # 2 includes 200,000 feet of retail valued at \$50 million

Unit # 4 includes 20,000 feet of retail valued at \$6 million

Unit # 5, 6 and 7 include 150,000 feet of retail valued at \$50 million

Stone Bridge includes 200 lots and houses valued at \$30 million

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Consent Agreements Only:**  
In addition to the required processing as set forth above, a request for Consent Agreement Approval shall include, but shall not be limited to the following:  
 A timing and phasing plan for the proposed development;  
 A plan for the provision of public facilities and services to the proposed development, by phase;  
 The conditions under which the proposed development will be authorized to proceed; and  
 The conditions under which approvals or permits will lapse or may be revoked.  
*A document shall be considered "verified" or "certified", whether an original or a copy, if it is signed by the official with decision making authority for the permit application.*

RD#10-02-005 Appeal

2010 MAR 24 AM 9:53

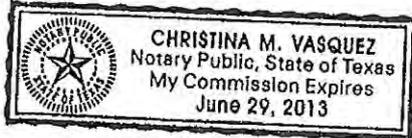
8. Sworn statement:

NOTE: Filing a knowingly false statement on this document, or any attached document, is a crime under §37.02 and §37.10 of the Texas Penal Code, punishable as a state jail felony by up to two years in jail and fine of up to \$10,000.

I, the undersigned, hereby certify that all information contained herein and the attached documents are true and correct and that it is my belief that the property owner is entitled to the requested rights for this Project and, during the pendency of this determination, I understand my continuing obligation to notify the Development Services Director in writing of the inaccuracy of any statement or representation which was incorrect when made or which becomes incorrect by virtue of changed circumstances.

Print name: Wayne Harwell Signature: [Signature] Date: 2/8/2010

Sworn to and subscribed before me by Christina M. Vasquez on this 8th day of February in the year 2010, to certify which witness my hand and seal of office.



[Signature]  
Notary Public, State of Texas

Director's Decision:  Approved  Denied

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Planning & Development Services Department*

Terms and conditions required for the continuance of the rights being recognized:

*This determination is valid only to the extent of the validity of the underlying permit which is the basis for this application. Further subject to all provisions for dormancy and expiration as provided in the Local Government Code Chapter 245 and Article VII of the UDC.*

I #

Assigned by City Staff

2010 MAR 24 AM 9:53

The Site Plan proposed

DEVELOPMENT SERVICES  
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**R D#10-02-005 Appeal**



GENERAL CREDIT SERVICE  
W. BISHOP

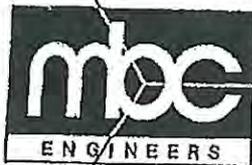
2010 MAR 24 AM 9:51

**Site location or address of project and legal description:**

Near the intersection of Culebra Road at FM 1560 – Assigned Address 11727 Culebra Road 78254

Being a 5.797 acre tract out of a 22.078 Acre tract shown as Lot # 12 Block 1 NCB 17635, as shown on the Plat # 070147 Approved by the Planning Commission on December 10, 2008, which plat has not yet been recorded. Legal Description and Plat attached.

RD#10-02-005 Appeal



2010 MAR 24 AM 9:54

METES AND BOUNDS  
DESCRIPTION OF

A 5.797 ACRE TRACT (252,526 SQUARE FEET) OUT OF A CALLED 22.078 ACRE TRACT AS RECORDED IN VOLUME 13095, PAGE 2004, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY AND OUT OF THE M.M.Y. MUSQUIZ SURVEY NO. 80, ABSTRACT NO. 467 COUNTY BLOCK 4450, SITUATED IN NEW CITY BLOCK 17635, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN A CLOCKWISE MANNER AS FOLLOWS:

- COMMENCING: At a found mag nail on the north right-of-way line of Culebra Road (a 100 foot public right-of-way) Deed Reference: Volume 4041, Page 491; said mag nail also being the southernmost corner of said 22.078 acre tract and the southernmost corner of this tract and being on the west line of a called 4.18 acre tract Deed Reference: Volume 8352, Page 2044, Deed and Plat Records, Bexar County, Texas;
- THENCE: N 66°25'07" W, 41.09 feet, along and with said north right-of-way line of Culebra Road to a point of curvature of a curve to the left;
- THENCE: 241.31 feet, along and with said curve and north right-of-way line of Culebra Road which has a central angle of 01°12'01", a radius of 11,519.16 feet, a chord bearing and distance of N 67°01'05" W, 241.31 feet to a found ½" iron rod and cap "MBC", to a point of tangency;
- THENCE: N 67°37'07" W, 232.56 feet, continuing along and with said north right-of-way line of Culebra Road to a set ½" iron rod and cap "MBC", to the POINT OF BEGINNING of this tract;
- THENCE: N 67°37'07" W, 179.47 feet, continuing along and with said north right-of-way line of Culebra Road to a found mag nail;
- THENCE: N 22°22'53" E, 7.50 feet, departing said north right-of-way line of Culebra Road to a point of curvature of a curve to the left;

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- THENCE: 380.92 feet, along and with said curve to the left which has a central angle of  $90^{\circ}00'00''$ , a radius of 242.50 feet, a chord bearing and distance of  $N 22^{\circ}37'07'' W$ , 342.95 feet to a point of tangency;
- THENCE:  $N 67^{\circ}37'07'' W$ , 462.50 feet to a found mag nail said call being 20 feet parallel from the existing southeast right-of-way line of F.M. 1560;
- THENCE:  $N 23^{\circ}38'37'' E$ , 446.73 feet to a found  $\frac{1}{2}''$  iron rod and cap "MBC" said call being 20 feet parallel from the existing southeast right-of-way line of F.M. 1560;
- THENCE:  $S 40^{\circ}32'07'' E$ , 143.34 feet to a point;
- THENCE:  $S 13^{\circ}53'25'' E$ , 94.18 feet to a point;
- THENCE:  $S 57^{\circ}17'06'' E$ , 194.89 feet to a point;
- THENCE:  $S 32^{\circ}45'53'' E$ , 151.80 feet to a point;
- THENCE:  $S 39^{\circ}06'15'' E$ , 224.08 feet to a point;
- THENCE:  $S 48^{\circ}06'01'' E$ , 127.73 feet to a point;
- THENCE:  $S 14^{\circ}34'30'' E$ , 154.12 feet to a point;
- THENCE:  $S 25^{\circ}48'19'' W$ , 133.00 feet to a point;
- THENCE:  $S 66^{\circ}10'59'' W$ , 39.02 feet, to the POINT OF BEGINNING of this tract;



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I, Joe Edward Higle, Registered Professional Land Surveyor do hereby affirm that this description represents the results of a survey made on the ground, by the firm of Macina, Bose, Copeland and Associates, Inc., of which a sketch has been prepared.

  
JOE EDWARD HIGLE REG. NO. 4788  
REGISTERED PROFESSIONAL LAND SURVEYOR

#29287-0573  
August 31, 2009  
JEH/JJA/yyd

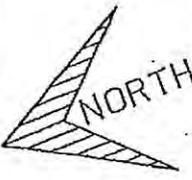
Page 3 of 4

P:\0573\30119-1560Apartments\Letters\5.797 AC 083109.doc



RD#10-02-005 Appeal

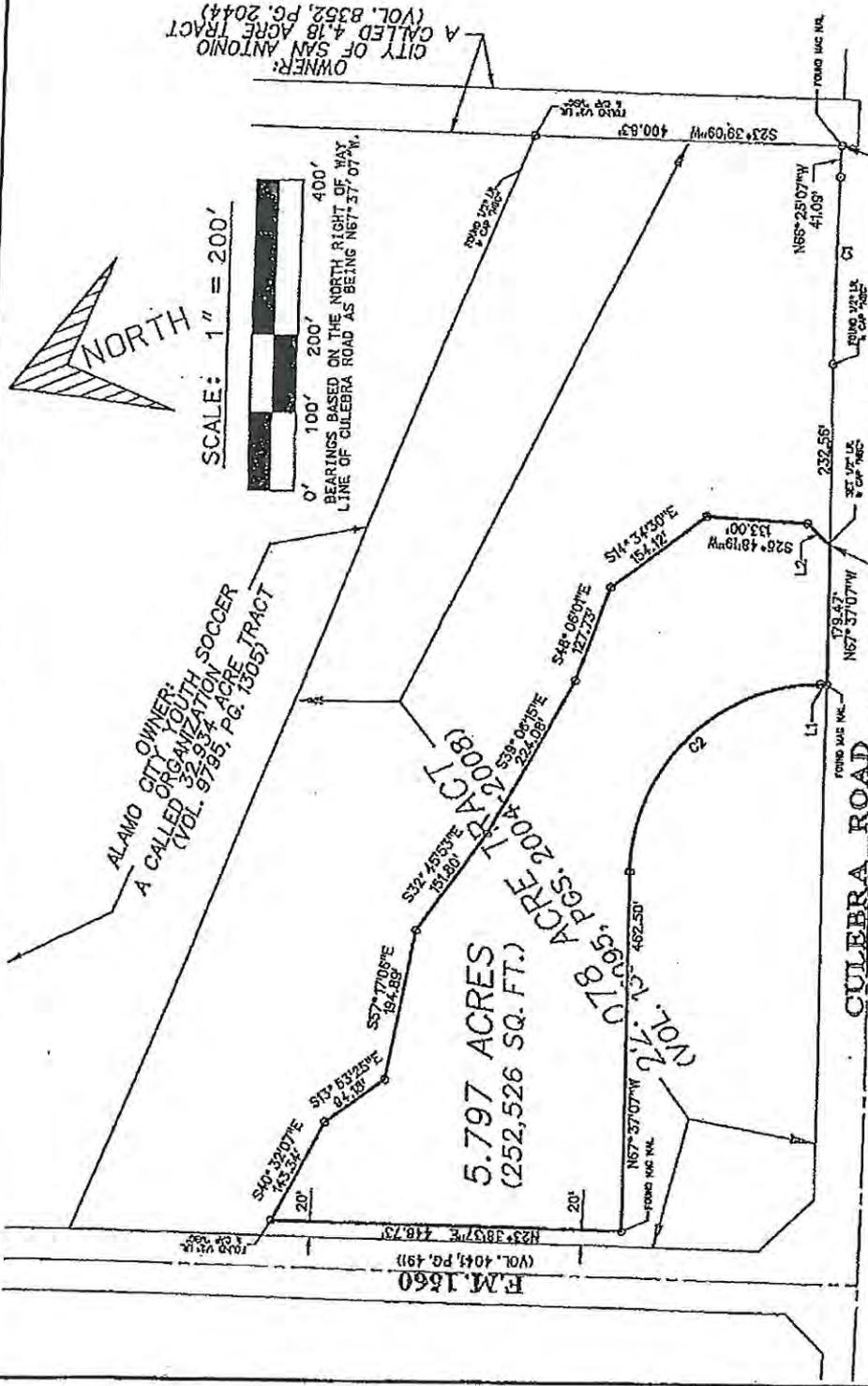
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SCALE: 1" = 200'



BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF CULEBRA ROAD AS BEING N67°37'07"W.



ALAMO CITY OWNER:  
ALAMO CITY YOUTH SOCCER  
A CALLED ORGANIZATION  
(VOL. 9795, PG. 1305) TRACT

5.797 ACRES  
(252,526 SQ. FT.)  
VOL. 7, 078 ACRES, PGS. 2004-2008  
VOL. 1395, PGS. 2004-2008

F.M. 1560  
(VOL. 1041, PG. 191)  
H23°38'37"E 418.73'

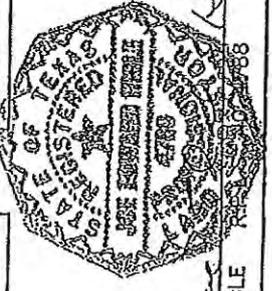


1025 Central Parkway North  
San Antonio, Texas 78232  
(210) 545-1122  
FAX (210) 545-9302

DESIGN JEH  
DRAWN JJA  
DATE 08-31-09  
JOB NO. 30119-0573

POINT OF COMMENCING

POINT OF BEGINNING



JOE E. HAGLE  
REGISTERED PROFESSIONAL ENGINEER  
NO. 4710

LINE TABLE

NO.	BEARING	LENGTH
L1	N22°22'53"E	7.50'
L2	S66°10'59"W	39.02'

CURVE DATA

NO.	RADIUS	DELTA	TANGENT LENGTH	CHORD BRG.	CHD. DIST.
C1	11519.16	101°12'01"	120.66'	241.31'	N67°01'05"W 244.31'
C2	242.50'	90°00'00"	242.50'	380.95'	N22°37'07"W 342.95'

RD#10-02-005 Appeal

DEVELOPMENT SERVICE  
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**PERMIT**

Type of Permit: Water and Sewer permits (Attached) Date of Application: 11/17/94 and 3/28/95

Permit Number: 95-061 Date issued: April 4, 1995

Expiration Date: \_\_\_\_\_ Acreage: 417.77 Acres

Such permits plainly state that this track is to be used as residential

**R D#10-02-005** *Appraiser*

DEVELOPMENT SERVICE  
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**PRELIMINARY ENGINEERING REPORT**  
**PROPOSED WESTWOOD SUBDIVISION**  
**FM 1604/CULEBRA ROAD**

Prepared For:  
Wayne Harwell Properties, Inc.  
San Antonio, Texas

November 17, 1994

Vickrey & Associates, Inc.  
7334 Blanco Road, Suite 109  
San Antonio, Texas 78216  
(210) 349-3271



*W. D. Vandertulip*  
11/17/94

**RD#10-02-005 Appeal**

PRELIMINARY ENGINEERING REPORT

PROPOSED WESTWOOD SUBDIVISION

SEWER SERVICE SERVICES  
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INTRODUCTION

Westwood Subdivision is located in the north quadrant of FM 1604 and FM 471 (Culebra Road as shown on Sheet 1 and 2, Preliminary Master Water Plan and Preliminary Master Wastewater Plan, respectively. The 161.085 acre tract includes Tracts 2 and 3 identified on the Developer-Customer drawing (Figure 1) prepared by San Antonio Water System (SAWS) for the November 1, 1994 Board meeting. Tracts 2 and 3 are proposed to be developed first into 280 (73.317 acres) and 151 (35.283 acres) single family residential lots. The SAWS Board commitment for water service includes Tract 1, a 238.81 acre tract immediately west of Tract 3 that will be addressed separately. Sewer service is requested for the entire 417.7 acre tract included in the attached Metes & Bounds Property Description.

WATER SERVICE

The proposed development is consistent with the SAWS Preliminary Engineering Report. Water service is required first for 280 lots on Tract 2 and 151 lots on Tract 3. The lot count matches the Developer request for Tract 2 and is below the original 175 equivalent dwelling unit (EDU) request for Tract 3. As design proceeds on Tract 3, some additional acreage likely will be reclaimed from the flood prone areas and increase the current projection near the original request.

Tract 2 will include two 8 inch connections to the existing 36 inch main along the west right-of-way of FM 1604. Water distribution is proposed to be accomplished by a looped 8 inch main with interconnected 6 inch distribution grid. Tract 3 will include two 8 inch connections to an existing 20 inch main along the south right-of-way of FM 471 - Culebra Road. An internal 8 inch diameter loop will be supplemented by 6 inch mains to serve the balance of the subdivision. Connections to both SAWS transmission mains are consistent with the SAWS report (Figure 1).

WASTEWATER SERVICE

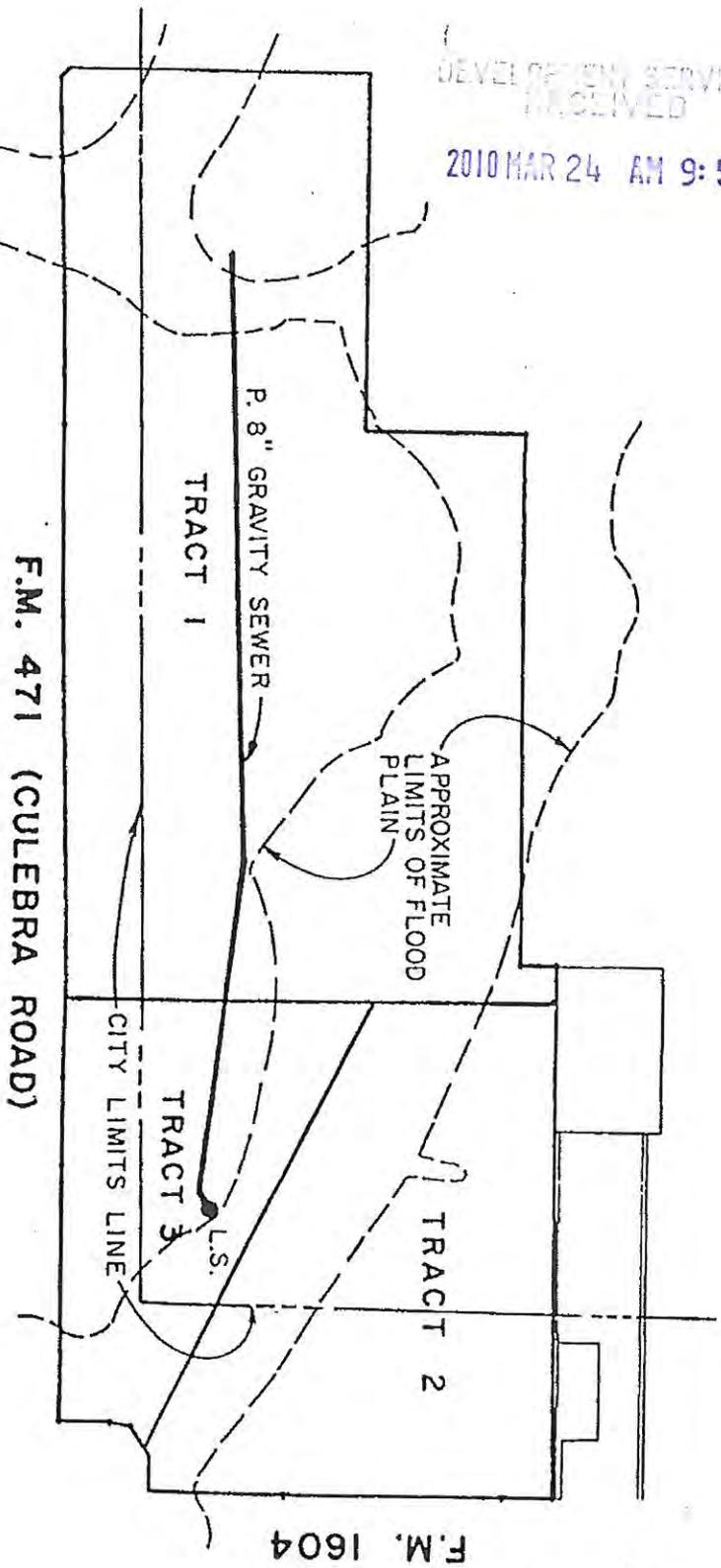
Gravity sewer service will be provided initially for Tracts 2 and 3 to a proposed on-site lift station. This location is consistent with the location of a proposed 8 inch gravity main in our June 1992 - Phase B Report, Culebra Creek Lower Service Area. Discussions with SAWS Wastewater Engineering indicate an alternate location downstream is being considered by others for the regional lift station. This service concept is also based on direction to transport the wastewater generated from this development to the proposed Culebra Creek Treatment Plant site, immediately north of Tract 2. The proposed lift station can serve Tracts 2 and 3 initially with a projected total design flow of 136,500 gallons per day (GPD) and peak flow rate of 341,250 GPD. Service to the entire 417.7 acre tract will provide capacity for 1132 EDU's with average daily flow of 339,600 GPD.

Gravity service in Tract 2 will collect at a siphon structure on the north side of Culebra Creek and siphon to the lift station on the southside of the creek with approximately five foot of head. Gravity service for Tract 3 will drain to the lift station. A sanitary sewer easement will be provided

RD#10-02-005 Appeal

DEVELOPMENT SERVICES  
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SCALE: 1"=1000'

F.M. 471 (CULEBRA ROAD)

F.M. 1604

TRACT 1

TRACT 2

TRACT 3

P. 8" GRAVITY SEWER

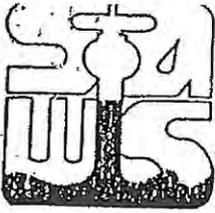
APPROXIMATE  
LIMITS OF FLOOD  
PLAIN

CITY LIMITS LINE

L.S.

VICKREY & ASSOCIATES, INC.  
ATTACHMENT 1  
O S A SEWER SERVICE CONTRACT  
417.77 ACRE HARWELL TRACT

R D#10-02-005 Appeal



San Antonio Water System

DEVELOPMENT SERVICES  
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2010 MAR 24 AM 9:54

November 10, 1994

Mr. Wayne Harwell  
Wayne Harwell Properties, Inc.  
PO Box 17065  
San Antonio, TX 78217-7272

Dear Mr. Harwell:

Re: Water Service to a 238.81-Acre Tract, 99.91-Acre Tract  
and a 60.89-Acre Tract Along FM 1604 and Culebra Road  
(SAWS Project File A-7821)

The San Antonio Water System Board of Trustees on November 1, 1994 approved extension of water service to the referenced properties on a developer customer basis as provided for in the Board's Regulations for Water Service, applicable amendments to the Regulations, and any other applicable local, state, and federal regulations. The approval was based on the staff recommendations and conditions contained in the Engineering Report on the feasibility study dated November 1, 1994 of which a copy is enclosed.

This water service commitment will require the developer to provide the total funding of all necessary on-site facilities, contribute the flow impact fee in effect at the time of plat application for each subdivision unit, and contribute the system development impact fee in effect at the time of plat application for each subdivision unit.

The total commitment for water service is subject to the availability of a water supply. The San Antonio Water System will honor this commitment for a period of three (3) months from November 1, 1994. This commitment will expire if not exercised during this period.

Very truly yours,

Wayne Bitzkie, Manager  
Mains and Services Division

Attachment

1001 E. MARKET ST. P.O. BOX 2449 SAN ANTONIO, TEXAS 78298-2449 210-704-7297

RD#10-02-005 Appeal

2010 MAR 24 AM 9:54

PRELIMINARY ENGINEERING REPORT  
ON THE FEASIBILITY OF  
THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES  
PROVIDING WATER SERVICE TO  
THE 238.81-ACRE TRACT, A 99.91-ACRE TRACT, AND A  
60.89-ACRE TRACT ON FM 1604 & CULEBRA ROAD

November 1, 1994

- I. Mr. Wayne Harwell has requested, on behalf of Culebra 1604 Joint Venture, that the San Antonio Water System provide water service to a 238.81-acre tract, a 99.91-acre tract, and a 60.89-acre tract located along Culebra Road and FM 1604. A copy of the letter requesting water service is attached.
- II. The three tracts are located on the northwest corner of FM 1604 and Culebra Road, within the Board's service area, and both inside and outside of the city limits. The tracts' locations are also illustrated on the attached sketch. The tracts are not located over the Edwards Aquifer Recharge Zone.
- III. The tracts are planned to be developed for single family residential use. Each tract's ultimate water demand is summarized below:

238.81-Acre Tract	-	677 EDUs
99.91-Acre Tract	-	280 EDUs
60.89-Acre Tract	-	<u>175 EDUs</u>
Total	-	1,132 EDUs

Water supply to the tracts will be from Service Level 7.

- IV. To supply water for domestic needs and fire protection consistent with the Board's Criteria, each separate tract requires the flow capacity of the following mains:

238.81-Acre Tract	-	16-inch Main
99.91-Acre Tract	-	12-inch Main
60.89-Acre Tract	-	12-inch Main

The cumulative flow capacity requirements can be accommodated in an existing 36-inch main on FM 1604 and an existing 20-inch main on Culebra which border the tracts. The developer will be required to install all necessary on-site facilities in accordance with the Board's Regulations and at his total cost.

- V. In accordance with the Board's Regulations, payment of a flow impact fee is required to reimburse the Board for distribution facility capital improvements made within the service area after February 2, 1984, and which were installed to supply water to new customers. The flow impact fee will be assessed in accordance with the most current approved fee schedule in effect at the time of plat application for each subdivision unit.

RD#10-02-005 Appeal

Based on the current charge of \$177 per equivalent dwelling unit (EDU), the flow impact fee for each tract is summarized below:

283.81-Acre Tract	-	\$119,829
99.91-Acre Tract	-	\$ 49,560
60.89-Acre Tract	-	<u>\$ 30,975</u>
Total	-	\$200,364

2010 MAR 24 AM 9:54

- VI. Also, in accordance with the Board's Regulations, payment of a system development impact fee is required to reimburse the Board for transmission and production facility capital improvements made within Service Level 7 after February 2, 1984, and which were installed to supply water to new customers. The system development impact fee will be assessed in accordance with the most current approved fee schedule in effect at the time of plat application for each subdivision unit. Based on the current charge of \$170 per EDU in Service Level 7, the total system development impact fee for each tract is summarized below:

283.81-Acre Tract	-	\$115,090
99.91-Acre Tract	-	\$ 47,600
60.89-Acre Tract	-	<u>\$ 29,750</u>
Total	-	\$192,440

- VII. It is recommended that Mr. Wayne Harwell, be informed that the San Antonio Water System can provide water service to the 238.81-acre tract, the 99.91-acre tract, and the 60.89-acre tract on a developer customer basis as provided for in the Board's Regulations, applicable amendments to the Regulations, and any other applicable local, state and federal regulations. Such a water service commitment will require the applicant to provide the total funding of all necessary on-site facilities, contribute the flow impact fee in effect at the time of plat application for each subdivision unit, and contribute the system development impact fee in effect at the time of plat application for each subdivision unit. Additionally, the total commitment for water service is subject to the availability of a water supply. It is further recommended that this commitment for service be honored for a period of three months, and if not exercised during that period, the water service commitment will expire.

*Donald L. Pollard*

Donald L. Pollard, P.E.  
Director of Waterworks Engineering

Attachments

RD#10-02-005 Appeal

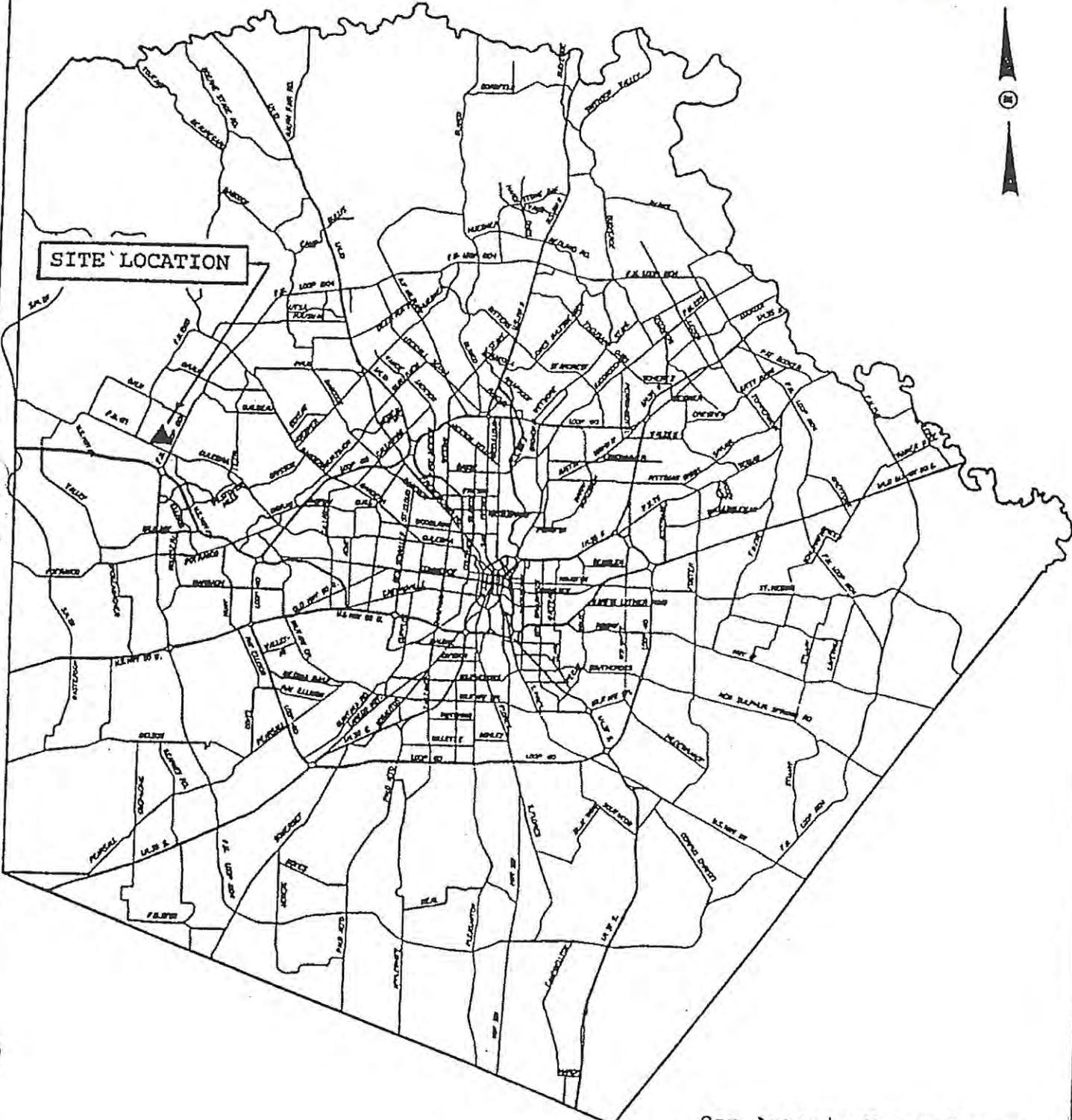
DEVELOPER-CUSTOMER  
238.81, 99.91, & 60.89-ACRE  
FM LOOP 1604 & CULEBRA ROAD TRACTS  
(A-7821)

DEVELOPMENT SERVICES  
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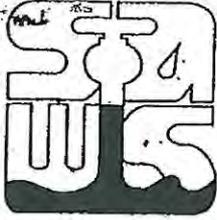


SITE LOCATION



San Antonio Water System  
San Antonio, Texas  
November 1, 1994

*RD#10-02-005 Appeal*



San Antonio Water System

DEVELOPER SERVICES  
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2010 MAR 21 AM 9:51 1995

Wayne Harwell Properties  
P.O. Box 17065  
San Antonio, Texas 78217

Attn: Wayne Harwell, President

RE: AN ORIGINAL OSA SANITARY SEWER SERVICE CONTRACT FOR WAYNE HARWELL PROPERTIES, FOR THE PROPOSED WESTWOOD SUBDIVISION, A 417.7 ACRE TRACT OF LAND LOCATED NORTHWEST OF WEST LOOP 1604 AND F.M. 471 (CULEBRA ROAD), IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

Dear Mr. Harwell:

Enclosed you will find an original executed OSA Sewer Service Contract for Wayne Harwell Properties, which was passed and approved on April 4, 1995 by the San Antonio Water System's Board of Trustees through Resolution #95-061.

Should you require further assistance, please call Santa G. Rivas at (210)704-7185.

Sincerely,

A handwritten signature in cursive script that reads "Jose R. Limon".

Jose R. Limon, Manager  
Developer Services Division  
Infrastructure Planning

Department

Attachment: Original Sewer Service Contract

cc: File

DEVELOPMENT SERVICES  
RECEIVED

RESOLUTION NO. 95-061

2010 MAR 24 AM 9:54

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER TO EXECUTE A SANITARY SEWER SERVICE CONTRACT WITH WAYNE HARWELL PROPERTIES, INC.

WHEREAS, Wayne Harwell Properties, Inc., plans to develop an approximate 417.7 acre tract of land located within the Outer Service Area (OSA); and

WHEREAS, it is in the public interest for wastewater generated from the tract to be collected and/or treated by the San Antonio Water System; and

WHEREAS, the San Antonio Water System shall provide such service in accordance with the provisions of Chapter 395, Local Government Code, V.T.C.A., and Article V, Impact Fees of Chapter 35, the Unified Development Code of the City Code of the City of San Antonio (The Impact Fee Ordinance); and

WHEREAS, the City's Impact Fee Ordinance provides for the execution of a contract between Wayne Harwell Properties, Inc. and the San Antonio Water System for the provision of sewer service to the tract; and

WHEREAS, the terms and conditions of such contract shall be subject to amendment in the event the San Antonio Water System adopts or amends further requirements to the City's Impact Fee Ordinance; now; therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the President/Chief Executive Officer, Joe A. Aceves, P.E., is hereby authorized to execute a sanitary sewer service contract with Wayne Harwell Properties, Inc., to provide sewer service to a 417.7 acre tract generally located northwest of West Loop 1604 and F.M. 471 (Culebra Raod), in San Antonio, Bexar County, Texas.

2. This Resolution should take effect immediately from and after its passage.

PASSED AND APPROVED this 4th day of April, 1995.

  
Clifford E. Morton, Chairman

ATTEST:

  
Christina L. Garcia, Secretary

RD#10-02-005 Appeal

DEVELOPER'S OFFICE  
115-11511

**OSA Sewer Service Contract**

2010 MAR 24 AM 9:54

STATE OF TEXAS    )  
                                  )  
COUNTY OF BEXAR    )

This Contract, entered into by and between the San Antonio Water System Board of Trustees, a water, wastewater, and water re-use agency of the City of San Antonio established and created pursuant to the provisions of Ordinance No. 75686 and Texas Revised Civil Statutes Annotated Article 1115, acting by and through its President and Chief Executive Officer (CEO), or his authorized representative pursuant to Resolution No. 95-061, hereinafter called "System", and Wayne Harwell Properties, Inc., acting by and through Wayne Harwell, President, herein after called "Developer", together called the Parties,

**WITNESSETH:**

Whereas, the Developer plans to provide sewer service to an approximately 417.7 acre tract of land located in the Outer Service Area (OSA), such tract being shown on the map attached hereto as Attachment #1, and described by metes and bounds in Attachment #2, hereinafter called "tract"; and

Whereas, upon approval by the appropriate regulatory agencies, the project shall be initially served by a temporary package treatment plant to be provided by the System; and

Whereas, the System anticipates constructing a permanent regional treatment plant facility to serve not only this project tract but the entire Culebra Creek Watershed area within a three year period; and

INITIALS DSF  
DATE 3/28/95

INITIALS W  
DATE 3/29/95

**RD#10-02-005 Appeal**

2010 MAR 24 AM 9:54

Whereas, it is in the public interest for wastewater generated from the tract to be collected and/or treated by the System; and

Whereas, the System shall provide such service in accordance with the provisions of Chapter 395, Local Government Code, V.T.C.A., codified as the Unified Development Code (UDC), Chapter 35, Article V, Impact Fee, of the City Code of the City of San Antonio (The Impact Fee Ordinance); and

Whereas, the City's Impact Fee Ordinance provides for the execution of a contract between the parties to provide sewer service to the tract; and

Whereas, the terms and conditions of such contract shall be subject to amendment in the event the City adopts or amends further requirements to the City's Impact Fee Ordinance;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. DEFINITIONS

- A. Code. City Code of the City of San Antonio, Texas and amendments thereto.
- B. Designated Regional Agent Boundary. By the authority of the Texas Water Quality Board Order No. 72-0120-11 passed and approved on January 20, 1972, as amended and as may be amended, the City of San Antonio was designated as the responsible governmental agency to construct, operate, and maintain sewerage systems within a defined geographic Regional Agent Boundary area approximately 360 square miles.
- C. Developer. Owner of the project, his subsequent purchasers, successors, and/or assigns.
- D. President/CEO. The President and Chief Executive Officer of the San Antonio Water System or his designated representative.
- E. Project or Tract. An approximately 417.7 acre tract of land situated in the Outer Service Area, and generally located northwest of West Loop 1604 and F.M. 471 (Culebra Road, in San Antonio, Bexar County, Texas.

INITIALS	<i>SR</i>
DATE	3/28/95

INITIALS	<i>SR</i>
DATE	3/28/95

2010 MAR 24 AM

- F. Off-site. Any structure, facility, equipment, or installation, the purpose and function of which is to receive wastewater from the Project's internal collection system and to transport, treat, and ultimately discharge that wastewater to a receiving stream at a permanent location as determined by the System. All systems between the on-site system and the receiving stream, and the on-site systems, other than properly sized gravity lines, shall be considered temporary facilities until such system(s) are determined by the President/CEO to be an integral part of the System's regional sewerage system. Examples of off-site facilities include, but are not limited to the following: pump, truck, haul and treat operations; temporary treatment plants; lift station and force main systems; gravity flow mains; permanent regional wastewater plants and supporting facilities and improvements or approved modifications to existing facilities, such improvements or approved modifications as more fully defined in Section I.I. Unless otherwise specified in writing by the President/CEO, the City Code and its amendments shall govern the design and construction of the off-site facilities.
  
- G. On-site. Any structure, facility, equipment, or installation that collects and transports wastewater generated from within the Project to the off-site system at a designated point. The City Code and its amendments shall govern the design and construction of the on-site facilities. If on-site public sewerage facilities are required, such on-site public sewerage facilities must be located in adequately sized, and appropriately dedicated public right-of-way in accordance with applicable sections of the City Code.
  
- H. Master Plan. A document submitted by the Developer to the President/CEO that includes, but is not limited to the following: the overall project boundaries, phases of development, schedule of development phases, projection of wastewater flows anticipated to be generated at each development phase; detailed descriptions of sewerage facilities (off-site and on-site) projected to be built during each development.
  
- I. Improvements or Approved Modifications. Improvements or approved modifications to existing facilities that are determined by the President/CEO to be required in order to accommodate the flows generated by the Project.

II. GENERAL TERMS AND CONDITIONS

The Parties hereto understand and agree that this sewer service contract and such capacity and credits created hereunder are deemed to attach to the real estate shown in Attachment 1 and

INITIALS ARR  
DATE 3/28/95

RD#10-02-005 Appeal

INITIALS ko  
DATE 3/29/95

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described in Attachment 2, for the use, benefit and value of such real estate. It is the intent of the parties that the Unified Development Code, Chapter 35, Article V, of the City Code and any amendments, revisions, recodification thereto read together with the specific provisions of the Contract are meant to be cumulative in effect and/or application. In the event of a conflict in effect and/or application between the specific provisions of this Contract and Chapter 35, Article V, of the City Code and any amendments, revisions, recodification thereto, the provisions of this Contract shall control. The parties further agree to the following general terms and conditions;

- A. If determined to be applicable by the President/CEO, the Developer hereby agrees to submit to the President/CEO, a Project Master Plan, an Engineering Report, and a Water Plan. The Water Plan shall substantively address proposed techniques to be implemented with the Project for the purposes of both short term and long term water re-use and water conservation within the watershed (see Attachment #3 hereto as may be amended). The submittal of such Project Master Plan, Engineering Report and Water Plan shall be a condition precedent to receiving plat approval for recordation and initial sewer service. It is expressly understood and agreed by the Developer that this initial Master Plan, Engineering Report and Water Plan, along with subsequent amendments and revisions to same should they occur, are included instruments to this Contract and are binding upon the Developer for the purpose of demonstrating to the President/CEO proposed and actual land uses and the resulting sewage flows reasonably expected to be generated from such land uses. Developer further agrees to modify such instruments as may be reasonably required by the President/CEO and to provide the President/CEO with subsequent updated revisions of the Master Plan, Engineering Report and/or Water Plan made independently by Developer.
- B. Any Development within the Project tract shall be in accordance with Chapter 35 (with the specific exception on Subsection (d) of Section 35.4266, "On-site mains") of the City Code, and any amendments, revisions, recodification thereto that specifically relates to land use, occupancy, and resulting wastewater flows. (This section does not place the land within the Project tract under the jurisdiction of the City's zoning authority; such jurisdiction authority shall only be acquired upon annexation).
- C. The developer understands that the sanitary sewer service to the project will be by temporary package treatment plants to be owned and maintained by the San Antonio Water System.

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The Developer's plat approval and sewer service to the project are conditioned upon the permit amendment approval by the appropriate regulatory agency.

The permit amendment application to the Texas Natural Resource Conservation Commission (TNRCC) will address a 120,000 gallon per day facility.

The prerequisite permit amendment approval process is more thoroughly detailed in Section IV, F herein.

- D. In the event that the appropriate regulatory agency(ies) will allow short term interim sewer services to the Project while a temporary package treatment plant is being put into operation, the Developer shall be responsible to provide for interim temporary sanitary sewer pump, truck, haul and treat operations in accordance with the applicable rules and regulations, of Texas Water Development Board as amended or as may be amended.

The Developer shall supply a suitable performance guarantee approved by the President/CEO covering the cost of temporary pump, truck, haul and treat operations for a twelve (12) month period or any portion thereof should the Developer or his agent fail to provide acceptable service.

The Developer shall supply a suitable performance guarantee approved by the President/CEO covering the cost of temporary pump, truck, haul and treat operations for a twelve (12) month period or any portion thereof should the Developer or his agent fail to provide acceptable service.

In the event the System has the necessary and available manpower and equipment resources to provide this temporary service, the System may supply the temporary pump, truck, haul and treat operations as set out herein. In the event the System does supply such service, upon the request of Developer and with prior approval by the appropriate regulatory agency(ies), and in accordance with the rules and regulations of the applicable Edwards Board Order as amended or as may be amended, the rate of compensation shall be reflective of the cost of supplying such service to the Developer as determined by the President/CEO. The conditions upon which the service shall be provided to Developer are the following:

1. The flows generated by the Project shall not exceed a maximum daily average of 10,000 gallons per day or a maximum peak hourly flow rate of 7.0 gallons per minute.
2. In no event shall such pump, truck, haul and

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treat operation exceed the service period of 12 months from the inception of the service.

- 3. The Developer must, as a further condition to receiving this service, provide and maintain at his expense, adequate holding tank facility(ies) and all-weather access site(s) approved by the President/CEO or his designated representative.
  - 4. Timely payment of the then current monthly service charge for pump, truck, haul and treat operations in accordance with a schedule to be determined by the President/CEO.
- D. Developer shall be assessed an impact fee for both collection and treatment prior to plat approval. The impact fee assessment shall be calculated in accordance with the following criteria:

Treatment Component	\$750.00 per EDU
Collection Component	\$165.00 per EDU
	<i>915.00</i>

An EDU (equivalent dwelling unit) is equal to seven hundred fifty (750) gallons per day of peak wastewater flow and three hundred (300) gallons per day of average wastewater flow.

Developer shall pay a portion of the assessed amount for the collection component of the impact fee prior to plat recordation if such assessed amount is greater than the actual design and construction costs of the off-site line to be built by Developer (as more thoroughly detailed in Attachment #4 herein). In such case, the Developer shall only pay an impact fee amount equivalent to the difference between such amounts.

In the event the actual design and construction costs of the off-site line built by the Developer is greater than the assessed amount of the collection component of the impact fee, then the Developer shall earn credits in accordance with Section IV, Credits, herein.

Developer shall both be assessed and be required to pay the entire treatment component of the impact fee in accordance with the rate set out herein.

Any impact fee Developer shall pay is subject to the right to refund provisions of Chapter 395 of the Local Government Code, V.T.C.A. and the City's Impact Fee Ordinance.

- E. In accordance with the applicable impact fee statutes and ordinances, upon acceptance of an impact fee, the System

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shall be obligated to supply sewer service to the Developer within a five (5) year period. The above notwithstanding, it is specifically acknowledged and agreed to by both parties that, in accordance with Chapter 395, Local Government Code, V.T.C.A., such obligation to provide sewer service within such five (5) year period does not require the construction of a specific facility to provide such sewer service.

- F. The parties hereto understand and agree that in no event shall the combined capacity of the temporary package treatment plant exceed 120,000 gallons per day. The plant shall be temporary in nature and it is the intent of the San Antonio Water System to construct a permanent treatment plant facility to serve the tract.

When a permanent regional wastewater system for the Culebra Watershed is constructed, the wastewater flows from the tract in an amount equivalent to the projected daily volume of sewage for which an impact fee has been paid, shall be connected to such system without additional cost to the Developer.

III. SANITARY SEWER MAINS, OVERSIZING AND LIFT STATIONS

A. Main Sizing, Grade and Elevation

Developer shall prepare an engineering report covering the on-site and/or off-site sewer systems to be constructed to serve the tract including adequate provisions of right-of-way, to ultimately connect the Project to permanent off-site wastewater transportation and treatment facilities which are a part of the System's regional wastewater transportation and treatment system. The System shall review such report and make determination as to its total adequacy and suitability. The System's approval in all respects as to system location, size, grade and invert elevation is a condition precedent to any further obligation of the System.

B. Oversizing

The System shall have the right to request the oversizing of both the on-site and/or off-site facilities by the Developer, and shall so notify the Developer, in writing, at the time of approval of the Engineering Report.

The construction cost for the System's required oversizing is to be ascertained and agreed to by the System and Developer prior to any construction of the on-site and/or off-site systems. If the Developer consents in writing to such oversizing, the Developer shall receive credits for such oversizing in accordance with Section V herein.

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Should Developer desire to have capacity in the system in excess of that required by Developer, then Developer shall have the right, with the System's prior approval, to oversize any line at Developer's cost. Such additional capacity shall be agreed upon by Developer and the President/CEO, in writing, prior to any construction of oversize lines.

C. Ownership and Operation

Developer shall dedicate, grant and convey all right, title and interest of the Developer in both the realty and personalty associated with the on-site and/or off-site systems to the System upon their completion and acceptance by the System. The System shall thereafter own, operate, and maintain said systems.

D. Recognition of Vested Rights

Developer shall acquire a vested right to capacity in the off-site sanitary sewer collection and treatment system servicing the tract in the amount established in Subsection E. herein, upon payment of the collection and/or treatment component of the impact fee as set out in Section II.D., hereinabove.

E. Capacity

1. The flow generated from the approximate 417.7 acre tract shall not exceed a maximum average daily flow of 339,600 gallons per day of average flows, which equates to 1,132 EDUs.
2. Proposed land uses shall be indicated on the Developer's Project Master Plan at the time of plat approval and shall be periodically updated by Developer as further provide in Section II.A., above herein.
3. The President/CEO or his designated representative, shall evaluate the Developer's projected maximum capacity needs and make a final determination of the maximum allowable capacity flows prior to any plat approval.
4. The System shall maintain accurate records regarding the Developer's capacity rights in the off-site system, and in the event the Developer exceeds those rights as a result of any subsequent platting, replatting of tract properties, the System shall have the right to either deny plat approval or refuse to accept flows into the regional wastewater transportation and treatment system that are in excess of the capacity rights reserved to the Developer.

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5. The above notwithstanding, the System shall have the right to connect wastewater flows from other developments to Developer's on-site and/or off-site systems, regardless of whether such systems are oversized to accommodate such additional flows only in accordance the terms and conditions of Section 35-5028 of the Unified Development Code and any amendment, revisions, recodification thereto.

F. Sewer Lift Stations and Pressure Mains

It is expressly recognized that the tract may be situated in more than one drainage sub-basin and that the Developer may seek approval to install on-site and/or off-site pressure main and lift station systems to serve the tract subject to prior approval by the President/CEO. Should Developer so elect, and the President/CEO so concur, all systems shall be designed and constructed at Developer's total expense and at no cost to the System. The Developer may have the option of constructing gravity off-site lines so as to develop preferred gravity flows and eliminate the necessity for the pressure mains and lift stations, subject to prior approval by the System of all design, plans and construction of such systems.

In the event that prerequisite approvals to install on-site and/or off-site pressure main and lift station systems are secured by Developer, the Developer shall establish a fund as approved by the System's Legal Attorney and the Vice President of Finance for each pressure main and lift station system constructed to serve any property within this tract. The creation and approval of said fund shall be a condition precedent for approval by the System, of the plat of the properties for which the pressure main and lift station system shall be constructed to serve. This fund shall guarantee the payment of a minimum annual fee of \$4,600.00 to the System for each pressure main and lift station system constructed to serve property within said tract for a period of ten (10) years following the post-construction acceptance date of each pressure main and lift station system. This minimum annual fee may be adjusted in the event that the System formally adopts a new pressure main and lift station system operation and maintenance fee schedule.

IV. MONTHLY SERVICE FEES, WATER PURVEYOR CONTRACT, INDUSTRIAL WASTES

A. Cost of Treatment

Upon completion of the on-site and/or off-site systems, the System shall be reimbursed monthly for the treatment and disposal of all flows generated by the Project in accordance with the following requirements:

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1. Water Service by the System

In the event water service to a subdivision plat within the tract is provided by the System, the amount of the monthly sanitary sewer service fees for the collection and treatment of wastewater will be those charged to the various customer classifications as set out by City ordinance, with collection thereof being the responsibility of the System.

2. Water Service by Other than the System

In the event water service to a subdivision plat within the tract is not provided by the System, the amount of the monthly sanitary sewer service fees for the collection and treatment of the wastewater will be those charged to the various customer classifications as set by City ordinances, with the billing and collection thereof on behalf of the System, being the responsibility of the water purveyor. In order to facilitate this arrangement, Developer is required to insert into any service agreement with whatever water purveyor is to supply water services to a subdivision plat within the tract, a provision requiring said water purveyor to enter into a Contract with the System to bill and collect the System's monthly sanitary sewer services fees and transmit said fees to the System, all in accordance with a standard System purveyor contract. Pursuant to the System purveyor contract terms, the water purveyor shall advise all sanitary sewer service customers that delinquent non-payment of any of the System's sewer fees will call for possible termination of water service in the event that all Administrative remedies of appeal set forth in the City's Sewer User Ordinance No. 67918, as may be amended, are either exhausted or waived by the customer. The System shall not be obligated to approve any plat within the Developer's tract unless and until the water purveyor has executed a contract with the System to provide sanitary sewer service billing and collection services.

B. Enforcement of Industrial Waste Ordinance

The Developer shall cause to be recorded in the deed and plat records of Bexar County, a restrictive covenant covering the entire tract. This restrictive covenant shall run with the land in the tract herein described. Such covenant shall contain language expressly granting to the System the right, should the System so elect, to enforce otherwise pursue to the extent provided at law or in equity, the provisions of the City's Industrial Waste

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Ordinance No. 57214, as amended or as may be amended (codified as Chapter 34, Article III, Division 2 of the City Code). The System's right shall include, to the extent provided at law or in equity, the right to inspection, sampling and monitoring of the collection system to assure ordinance compliance. Recordation of the covenant shall be condition precedent for the System's approval of any plats within said tract. The covenant shall be submitted to the System's Legal Department for review and approval prior to recordation.

V. REIMBURSEMENT AND/OR CREDITS

Developer may earn credits for the design and construction of the off-site sewerage system, including oversizing, in accordance with Chapter 395 of the Local Government Code and Chapter 35, Section 35-5021 of the City Code and any amendments, revisions, or recodification thereto. Pursuant to Chapter 35, Section of the City Code and any amendments, revisions, or recodification thereto, credits earn shall be on an EDU basis and may be transferred in compliance with the requirements of Chapter 35, Section 35-5029 of the City Code and any amendment, revisions, or recodification thereto.

When the Developer anticipates receiving credits from the System for design and as-built construction costs expended by the Developer, Developer agrees to publicly advertise, award, and construct all portions of these off-site system(s) addressed in this agreement. The public advertisement and award of these construction contracts by the Developer shall be in accordance with the following procedures which are required by state law and standard City construction contract practice:

- A. Place an advertisement for bids once a week for two consecutive weeks in the public notices of the classified ad of at least one (1) newspaper having general circulation. Publishers affidavits of the publication shall be furnished to the President/CEO.
- B. Open bids no sooner than 14 days after the first publication of advertisement for bids.
- C. Notify recognized Builder's publications, such as the Builders Exchange and the Dodge Reports and furnish plans and specifications to them for their plan rooms, no less than two (2) weeks before opening bids.
- D. Notify, in writing, the President/CEO, of the time, date and location of bid opening, and the invite his representative to be present at the bid opening.

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	<i>[Signature]</i>

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E. Open the bids in public and award the contract to the lowest responsible bidder submitting a responsive bid.

F. Reject all the bids, if required by the President/CEO.

G. Submit reproducible plans of record and as-built cost estimates.

VI. DESIGN AND CONSTRUCTION PROCEDURES

A. Design and Construction

All design, as well as construction of on-site and/or off-site sewerage facilities shall be, as a minimum, in accordance with any and all requirements pertaining to wastewater collection and treatment set forth by the Board, City, County of Bexar, State of Texas and any agency or departments thereof having regulatory authority, such as, but not limited to the Texas Water Commission and Texas Department of Health. Additionally, all facilities shall be constructed under the inspection of the System, and until written notice of approval of their construction by the President/CEO, no flows therein shall be accepted by the System for treatment.

B. The Developer shall be responsible to pay for all costs associated with the design, right-of-way acquisition, materials and construction of wastewater treatment plant effluent transportation pipelines, if any, and related appurtenances, if any, at the point of actual discharge to the receiving stream.

C. When the Developer anticipates receiving credit from the System for as-built construction costs expended by the Developer to build permanent off-site facilities pursuant to Chapter 395 of the Local Government Code and Chapter 35, Section 35-5021 of the City Code and any amendments, revisions, or recodification thereto, Developer agrees to publicly advertise, award and construct all portions of these off-site system(s) addressed in this agreement, in accordance with Section V, above.

VII. CITY'S OBLIGATIONS OF PERFORMANCE CONDITIONED

The obligations of the System herein to render services for the acceptance and treatment of wastewater from the tract is conditioned upon present rules, regulations, and statutes of the United States of America and the State of Texas and any court orders that directly affect either the System's Regional Wastewater Transportation and Treatment System or the Project's sanitary sewer collection system. Developer recognizes and acknowledges that if the rules, regulations, and statutes of the

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United States of America and/or State of Texas that are in effect upon the execution date of the Contract are ever revised or amended to such an extent that the System may be incapable of or prevented from transporting and/or treating the Project's wastewater, then no liability of any nature is to be imposed upon the System resulting from the System's compliance with such legal or regulatory mandates resulting in the system's inability, refusal or failure to provide transportation and/or treatment of the wastewater generated by the Project due to the above described final actions which are beyond the System's control. The System agrees that it will use its best efforts to prevent the enactment or adoption of such provisions or amendments or the imposition of such Court Order. Nothing herein contained is intended to, or shall create a right in any such state or federal court or agency to enact, adopt, or impose such requirements upon the System to the disadvantage of the Developer. Further, in the event that an administrative or judicial proceeding is commenced either by or against the System concerning the right of the System to perform its obligations hereunder, the system shall move for the joinder of the Developer as a party thereto.

VIII. PRIVATE JOINT VENTURE AGREEMENTS

In the event the Developer enters into a Private Joint Venture Agreement covering the costs for supplying sewer service to said tract, the Developer hereby agrees to send a copy of such agreement to the attention of the President/CEO. However, the System shall not be obligated under this Contract to monitor the proper disbursement of credits between the parties to said Private Joint Venture Agreement.

IX. ASSIGNMENT

No assignment of this Contract in whole or in part shall be made by the Developer without prior written approval by the System in accordance with the following procedure:

- A. Developer shall notify, in writing, the President/CEO evidencing the purpose, intent, terms and effects of the proposed assignment. Developer shall provide the President/CEO with a copy of the proposed assignment.
- B. The President/CEO will review the proposed assignment and shall within thirty (30) days of initial receipt, respond to Developer in writing announcing System's approval, proposed modifications, or disapproval of the proposed assignment.
- C. The System expressly reserves the right to disapprove any proposed assignment for reasonable cause and agrees to provide Developer with a written explanation outlining why a proposed assignment is viewed by the System to be adverse to the Regional Sanitary Sewer System.

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D. Any assignment by Developer executed in violation of this Submittal, review and approval procedure is acknowledged by Developer to be void ab initio as to its effects upon the System, and the Developer will continue to be bound by the terms and conditions of this Contract.

E. In the event that the System approves an assignment, the System will acknowledge same in writing within thirty (30) days of receipt of the proposed assignment and at such time will further provide a written release to Developer relieving Developer in whole or in part from further responsibilities under this Contract as appropriately determined by an interpretation of the assignment document.

**X. EVENT OF FORECLOSURE**

In the event Developer's interest in the property described in Attachment #1 is extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to the City Attorney's office that they are the successor in interest to the property as a result of such foreclosure, and that there are no lawsuits pending concerning the property, the System shall consider the foreclosing party a successor in interest under the following terms and conditions:

- A. The foreclosing party enters into a sewer service contract with the System with the same conditions as the original contract for the remainder of the original contract's term.
- B. The President/CEO states in writing that such new contract will not be adverse to the System's ownership and operation of the Regional Wastewater Transportation and Treatment System.

**XI. SEVERABILITY**

If for any reason, any one or more paragraphs of this Contract are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of the Contract or the Contract as a whole, but shall be confined to the specific sections, clauses or paragraphs of this Contract held legally invalid.

**XII. TERMS OF CONTRACT**

The provisions of this Contract shall remain in full force and effect for ten (10) years from the effective date of this Contract. In the event ten (10) years elapse from the effective date of this Contract and Developer has not completed construction of the off-site line and/or not paid all impact fees required herein in order to earn vested rights and credits in accordance with this Contract and the City's Impact Fee

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Ordinance, the parties hereby agree to the following:

- A. The System will continue to (i) accept project wastewater flows for transportation and treatment; (ii) recognize the Developer's right the remaining unused project capacity; and (iii) exercise the credit procedures set forth herein until all eligible costs are recouped by the Developer's performance record in complying with the provisions of this Contract. If the System is dissatisfied with the Developer's performance record under this Contract, it shall notify the Developer of such dissatisfaction on or before the termination date of the Contract. However, if the System is dissatisfied with Developer's performance, it shall give the Developer at least thirty (30) days to cure such defect in performance.
  
- B. The parties agree to review the provisions of this Contract for possible amendment and re-execution for a term to be agreed to by the Parties.

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XIII. NOTICES

Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO SAN ANTONIO WATER SYSTEM:

SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: JOE ACEVES  
PRESIDENT/CEO

IF TO DEVELOPER:

WAYNE HARWELL PROPERTIES, INC.  
P.O. BOX 17065  
SAN ANTONIO, TEXAS 78217  
ATTN: MR. WAYNE HARWELL, PRESIDENT

or such other address or addresses of which either party may notify the other party. Without affecting the validity of the service of any notice, request, demand, report, certificate or other instruments, copies thereof intended for the parties shall be sent to their respective counsel as follows:

IF TO SAN ANTONIO WATER SYSTEM:

SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: MS. KATHERINE B. CAHILL  
ATTORNEY

IF TO DEVELOPER:

POLUNSKY & BEITEL  
8000 I.H. 10 WEST, SUITE 1600  
SAN ANTONIO, TEXAS 78229  
ATTN: MR. JAY BEITEL  
ATTORNEY

or such other counsel as may be hereafter designated either party from time to time, by written notice to the other party.

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XIV. INCORPORATION OF DOCUMENTS AND ATTACHMENTS

All documents and other materials that are either attached hereto, or referenced therein, are incorporated into this Agreement as an inseparable part hereof, by such reference thereto, and this Agreement shall be constructed to include all of any such attached or referenced documents and other materials unless the contrary shall have been provided herein.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED IN DUPLICATE ON THE 14th, DAY OF April, 1995.

SAN ANTONIO WATER SYSTEM:

By: [Signature]  
PRESIDENT/CEO

ATTEST: [Signature]  
Title: Executive Secretary

DEVELOPER:  
By: [Signature]  
Title: PRES.

ATTEST: [Signature]  
Title: Vice President / Secretary

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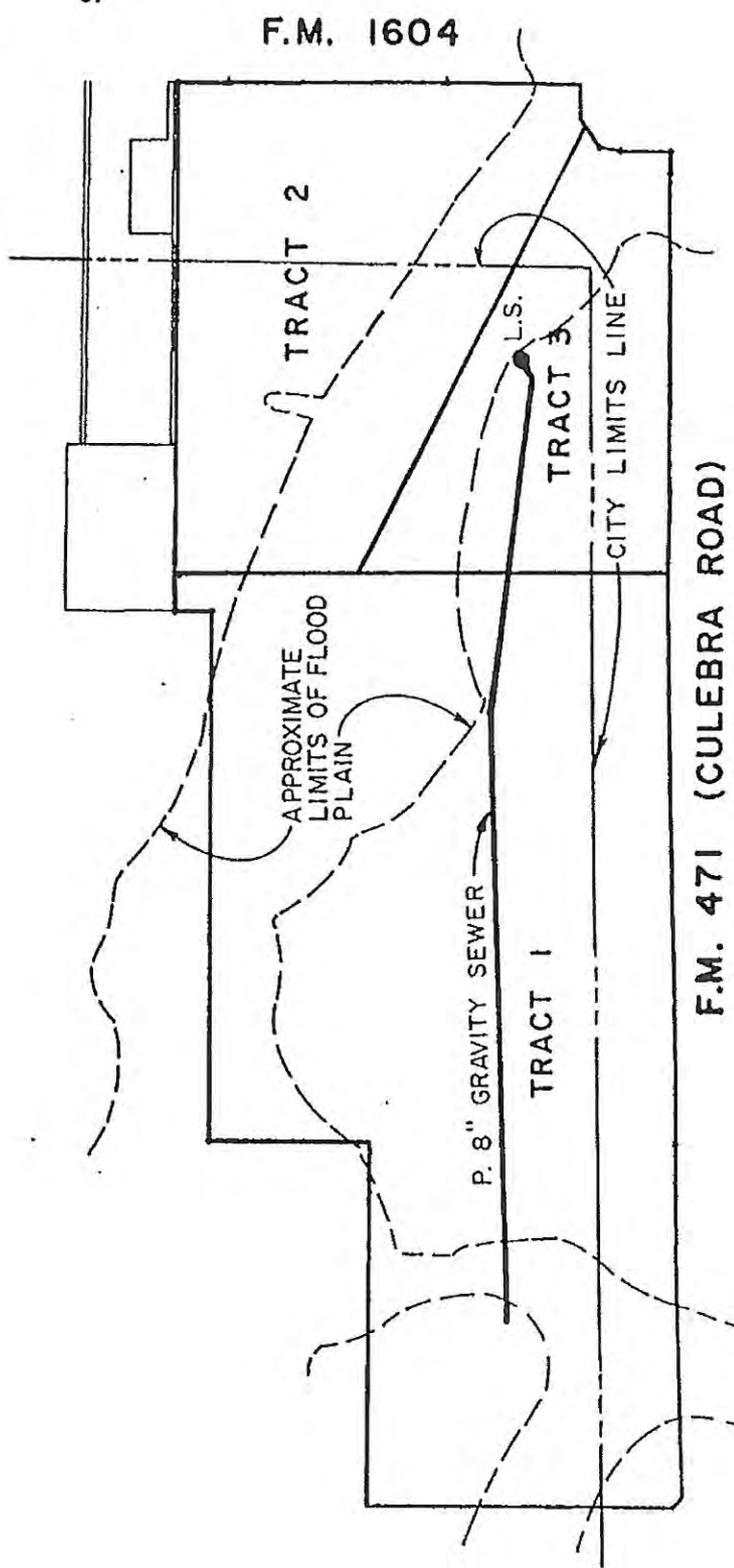


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VICKREY & ASSOCIATES, INC.  
ATTACHMENT 1  
O S A SEWER SERVICE CONTRACT  
417.77 ACRE HARWELL TRACT

SCALE: 1"=1000'



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LAWYERS TITLE INSURANCE CORPORATION

EXHIBIT A

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417.77 ACRES OF LAND, MORE OR LESS, SITUATED IN BEXAR COUNTY, TEXAS, BEING PARTIALLY IN THE CITY LIMITS OF THE CITY OF SAN ANTONIO AND CONSISTING OF THREE TRACTS OF LAND ONE BEING 76.67 ACRES OUT OF THE M. M. Y. MUSQUIZ SURVEY NO. 80, ABSTRACT 467, COUNTY BLOCK 4450 BEING THE REMAINDER OF THE TRACT DESCRIBED AS 76.61 ACRES IN VOLUME 3281, PAGE 895 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS AND A 340.25 ACRE TRACT OF LAND BEING THE REMAINDER OF A 342.4 ACRE TRACT OUT OF SUBDIVISION NO. 7 AND 8 OF THE C. VILLANUEVA SURVEY NO. 85, ABSTRACT 774, COUNTY BLOCK 4449 AND BEING THAT SAME TRACT DESCRIBED IN VOLUME 3283, PAGE 1268 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AND THAT 0.85 OF AN ACRE 22 FOOT WIDE ABANDONED LANE BETWEEN THE 76.67 AND THE 340.25 ACRE TRACT, SAID 417.77 ACRES BEING DESCRIBED AS FOLLOWS (NOTE: ALL SET IRON PINS ARE 1/2 INCH REBAR WITH A PLASTIC CAP STAMPED "BAKER SURVEYING"):

BEGINNING at a concrete monument found in the East line of Farm to Market Road No. 1560 at its cut-off to the North line of Farm to Market Road No. 471 for the Northernmost Southwest corner of this tract and the 76.61 acre tract;

THENCE North 27 degrees 32 minutes 41 seconds East, 1674.46 feet generally along fence and with the West line of the 76.61 acre tract and the East line of F.M. 1560 to a 1/2 inch iron pin found for the Northwest corner of this tract and being the Southwest corner of a remainder of a 20.76 acre tract described in Volume 2308, Page 844 of the Real Property Records of Bexar County, Texas;

THENCE South 61 degrees 51 minutes 21 seconds East, 1971.54 feet generally along fence and with the North line of the 76.61 acre tract the South line of the remainder of the 20.76 acre tract and a 18.764 acre tract out of the 20.76 acre tract to an iron pin set in the West line of a 22 foot wide lane;

THENCE South 61 degrees 51 minutes 21 seconds East, 22.00 feet across said lane to an iron pin set in the East line of said 22 foot wide lane, the West line of the 340.25 acre tract and the 342.4 acre tract for an interior corner of this tract;

THENCE North 27 degrees 46 minutes 00 seconds East, 857.75 feet generally along fence and with the West line of the 340.25 acre tract and the East line of the 22 foot wide lane to an iron pin set for the Northwest corner of this tract and being the Northwest corner of the 340.25 acre tract and being the Southwest corner of a 181.9 acre tract conveyed to Frank Wehmeyer and recorded in Volume 2523, Page 274 of the Deed Records of Bexar County, Texas;

THENCE South 62 degrees 09 minutes 37 seconds East, 2889.66 feet generally along fence and with the North line of the 340.25 acre tract and the South line of the 181.9 acre tract to an iron pin set for a corner of this tract and being the Southeast corner of the 181.90 acre tract;

THENCE North 27 degrees 40 minutes 00 seconds East, 199.44 feet generally along fence and with the East line of the 181.9 acre tract and a West line of the 340.25 acre tract to an iron pin set for a corner of this tract and being the Southwest corner of a 12.396 acre tract conveyed to Walzem Development Company by Deed recorded in Volume 3808, Page 649 of the Real Property Records of Bexar County, Texas;

THENCE South 62 degrees 03 minutes 51 seconds East, 2875.73 feet generally along fence and with the South line of the 12.396 acre tract and a 1.134 acre tract conveyed to Walzem Development Company by Deed recorded in Volume 3808, Page 652 of the Real Property Records of Bexar County, Texas and the ostensible North line of Subdivision No. 8 and the ostensible South line of Subdivision No. 5 to an iron pin set in the ostensible East line of

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DOC# 1

R D#10-02-005 Appeal

Subdivision No. 8 and Survey No. 85 and the West line of Loop 1604 and Leslie Road for the Northeast corner of this tract and the 340.25 acre tract and the Southeast corner of the 1.134 acre tract;

THENCE with the East line of the 340.25 acre tract, the ostensible East line of Subdivision No. 8 and Survey No. 85 and the West line of Loop 1604 and Leslie Road as follows:

SOUTH 27 degrees 29 minutes 57 seconds West, 272.07 feet to a Department of Transportation (DOT) brass disk in concrete found at an angle in said line;

SOUTH 27 degrees 17 minutes 17 seconds West, 1168.85 feet to a brass disk in concrete found for an angle in said line;

SOUTH 28 degrees 35 minutes 07 seconds West, 747.87 feet to an iron pin set in the center line of Culebra Creek for the Easternmost Southeast corner of this tract and being the Northeast corner of a 1.5 acre tract in two tracts conveyed to Dan Persyn and wife and recorded in Volume 4953, Page 91 of the Deed Records of Bexar County, Texas;

THENCE North 62 degrees 30 minutes 50 seconds West, 187.58 feet with the center line of Culebra Creek and a South line of the 340.25 acre tract and the North line of the Persyn tract to an iron pin set at its confluence with a branch of said creek;

THENCE South 84 degrees 06 minutes 20 seconds West, 187.27 feet with the center line of said branch creek and a South line of the 340.25 acre tract and the West line of the Persyn tract to an iron pin set for a corner of this tract and being the Northwest corner of the Persyn tract;

THENCE South 36 degrees 56 minutes 26 seconds West, 115.95 feet and South 28 degrees 36 minutes 27 seconds West, 276.00 feet with an East line of the 340.25 acre tract and the West line of the Persyn tract to a 1/2 inch iron pin found in the North line of F.M. 471 for the Westernmost Southeast corner of this tract and the 340.25 acre tract and the Southwest corner of the Persyn tract;

THENCE with the South line of this tract and the North line of F.M. 471 as follows:

NORTH 61 degrees 42 minutes 00 seconds West, 120.57 feet to an iron pin set at an angle;

NORTH 62 degrees 14 minutes 01 second West, 1152.61 feet to an iron set at an angle;

NORTH 61 degrees 57 minutes 03 seconds West, 94.17 feet to an iron pin set at an angle;

NORTH 62 degrees 12 minutes 12 seconds West, 476.90 feet to a concrete monument found at an angle;

NORTH 61 degrees 03 minutes 00 seconds West, 386.10 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the right having a radius of 5769.65 feet and central angle of 02 degrees 13 minutes 00 seconds a distance of 223.22 feet to a concrete monument found at the end of said curve (chord bears North 62 degrees 09 minutes 30 seconds West, 223.20 feet);

NORTH 63 degrees 16 minutes 00 seconds West, 2594.77 feet to a concrete monument found at an angle;

NORTH 62 degrees 32 minutes 00 seconds West, 351.60 feet to an iron pin set in the East line of an abandoned 22.0 foot wide lane;

LAWYERS TITLE INSURANCE CORPORATION

MAR 24 AM 9:55

EXHIBIT A (page 3)

NORTH 62 degrees 32 minutes 00 seconds West, 22.00 feet across the South end of said lane to a 1 inch pipe found in the North line of F.M. 471 for the Southeast corner of this tract;

NORTH 62 degrees 32 minutes 00 seconds West, 581.20 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the left having a radius of 11499.20 feet and a central angle of 01 degree 12 minutes 00 seconds a distance of 240.84 feet to a concrete monument found at the end of said curve (chord bears North 63 degrees 08 minutes 00 seconds West, 240.83 feet);

NORTH 63 degrees 44 minutes 00 seconds West, 910.20 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the right having a radius of 11419.209 feet and a central angle of 00 degrees 55 minutes 02 seconds a distance of 182.79 feet to a concrete monument found at the cut-off corner to the East line of F.M. 1560 (chord bears North 63 degrees 16 minutes 29 seconds West, 182.79 feet)

THENCE North 17 degrees 28 minutes 49 seconds West, 70.92 feet across said cut-off corner to the PLACE OF BEGINNING.

Case No. 94 DT 307353-T (00009)

DOC# 1

R D#10-02-005 Appeal

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Stone Bridge concept plan / Plat # 970306 Filed June 19, 1999

Westwood Ctr Unit # 11 Plat # 070147 approved December 10, 2008 not yet filed

Westwood Ctr Unit # 1 Plat # 990212 Filed October 27, 2000

Westwood Ctr Unit # 2 Plat # 99034 Filed April 12, 2001

Westwood Ctr Unit # 3A Plat # 200092 Filed April 26, 2001

Westwood Ctr Unit # 4 Plat # 200093 Filed April 30, 2004

Westwood Ctr Unit # 5 Plat # 200094 Filed June 27, 2000

Westwood Ctr Unit # 8 Plat # 200097 Filed September 20, 2002

Westwood Ctr Unit # 9 Plat # 000104 Filed August 3, 2001

Westwood Ctr Unit # 10 Plat # 010019 Filed July 13, 2001

Westwood Ctr Unit # 6 Plat # 200095 Filed September 16, 2005

Westwood Ctr Unit # 7 Plat # 200096 Filed September 16, 2005

See attached letter dated January 19, 2005 Outlining to SAWS each location of each dwelling unit equivalent EDU, the unit it was used for, the costs of installations in accordance with the Sewer Service Agreement and the letters of Certification for each unit under the agreement dated 3/28/95. Such letter describes the allocation of 370.772 EDU's to this track known as tract # 8.

See Utility Service Agreement updating and renewing the Sewer Service Agreement dated June 17, 2005 and allocating such EDU's to this remaining tract by Special Provisions Page 3.

**R D# 10 - 02 - 005 Appeal**



DEVELOPMENT SERVICES  
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a memo from the  
CITY of SAN ANTONIO  
**Development Services**  
**Subdivision Office**

**TO:** Macina, Bose; Copeland & Assoc., Inc.  
Fernando Saenz

**DATE:** December 10, 2008

**FROM:** Donna L. Schueling, Planner

**COPIES TO:** File

**SUBJECT:** #070147

**NAME:** Westwood Center, Unit 11

The plat or plan referenced above was heard by the  Planning Commission  
on the date shown.  Director

The following action was taken:  APPROVAL

DISAPPROVED

A plat will not be recorded pending site improvements, the required guarantee is posted or payment of impact fees are paid (or filed).

Note: You can track your plat status at  
<http://epay.sanantonio.gov/tplt>

**RD#10-02-005 Appeal**



CARMEL CANYON SUBDIVISION  
 SUBDIVISION PLAT 070147  
 ESTABLISHING  
 WESTWOOD CENTER-UNIT II

THIS PLAT IS A PART OF THE CARMEL CANYON SUBDIVISION PLAT 070147, AS AMENDED BY PLAT 070148, AND IS SUBJECT TO THE RESTRICTIONS AND COVENANTS THEREON. THIS PLAT IS A PART OF THE CARMEL CANYON SUBDIVISION PLAT 070147, AS AMENDED BY PLAT 070148, AND IS SUBJECT TO THE RESTRICTIONS AND COVENANTS THEREON.

**GENERAL NOTES:**  
 1. THE PLAT IS SUBJECT TO THE RESTRICTIONS AND COVENANTS OF THE CARMEL CANYON SUBDIVISION PLAT 070147, AS AMENDED BY PLAT 070148, AND IS SUBJECT TO THE RESTRICTIONS AND COVENANTS THEREON.  
 2. THE PLAT IS SUBJECT TO THE RESTRICTIONS AND COVENANTS OF THE CARMEL CANYON SUBDIVISION PLAT 070147, AS AMENDED BY PLAT 070148, AND IS SUBJECT TO THE RESTRICTIONS AND COVENANTS THEREON.  
 3. THE PLAT IS SUBJECT TO THE RESTRICTIONS AND COVENANTS OF THE CARMEL CANYON SUBDIVISION PLAT 070147, AS AMENDED BY PLAT 070148, AND IS SUBJECT TO THE RESTRICTIONS AND COVENANTS THEREON.

**CURVE DATA**

NO.	RADIUS	ANGLE	LENGTH	CHORD	AREA
1	100.00	90.00	157.08	100.00	15,708.00
2	100.00	90.00	157.08	100.00	15,708.00
3	100.00	90.00	157.08	100.00	15,708.00
4	100.00	90.00	157.08	100.00	15,708.00
5	100.00	90.00	157.08	100.00	15,708.00
6	100.00	90.00	157.08	100.00	15,708.00
7	100.00	90.00	157.08	100.00	15,708.00
8	100.00	90.00	157.08	100.00	15,708.00
9	100.00	90.00	157.08	100.00	15,708.00
10	100.00	90.00	157.08	100.00	15,708.00

**SCALE 1"=100'**  
 NORTH

**ALAMO CITY YOUTH SOCCER ORGANIZATION**  
 5460 S. LOOP W. #200  
 SAN ANTONIO, TEXAS 78244

**DRAINAGE BASIN**  
 NCB 17655  
 NCB 17656  
 NCB 17657  
 NCB 17658  
 NCB 17659  
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**LOT 15**  
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DEVELOPMENT SERVICES  
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2010 MAR 24 AM 9:56

## CITY OF SAN ANTONIO

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

November 12, 2008

Rodman Companies

18585 Sigma Road

San Antonio, TX 78258-4204

Wayne Harwell

100 NE Loop 410, Ste. 1220

San Antonio, TX 78216

MBC Engineers

1035 Central Parkway North

San Antonio, TX 78232

Ref: Westwood Center, U-11, Plat # 070147

Dear Sir or Madam:

The above referenced subdivision was inspected on October 16, 2008 by the Construction Inspections Staff of the Development Services Department.

The completed work met the requirements of the plans and specifications. The project's one-year extended warranty shall commence on October 16, 2008. During this one-year extended warranty, any repairs to work completed by your firm must be repaired at your cost.

Sincerely,

Roderick J. Sanchez, AICP, CBO

Director of Development Services

Atch: Streets and/or Drains Detailed Data

cc: Construction Inspection (DSD)  
Subdivision Coordinator (DSD)  
SE Service Center (PW)  
Right-of-Way Management (PW)  
Storm Water Engineering (PW)  
Neighborhood Traffic Engineering (PW)  
San Antonio Water System (SAWS)  
Bexar County Public Works  
Bexar Metro 911

JP / dth / rr

R D#10-02-005 Appeal

BACKGROUND INFORMATION

REVALUATION BOARD  
RECORDS

2010 MAR 24 AM 9:56

Inspector's Name: John Pardo  
Date Letter Written: 10/23/08  
Subdivision Name: Westwood Center U-11  
Plat Number: 070147  
Contractor's Name: Rodman Companies  
Developer's Name: Wayne Harwell  
Engineering Company: MBC Engineers  
City Limits: ICL  
Subdivision Location: East from the intersection of Culebra Road (F. M. 471) and Hwy. 1560.

STREETS DATA

Date of Final Inspection: No streets.

DRAINS DATA

Date of Final Inspection: 10/16/08

Drain Name: "A"  
Length: 132.88 lf.  
Location: Drain is located between lots 15 and 18 going west matching existing ground.  
Description: Drain consists of rip rap at upstream end, 122.68 lf of 3' wide x 1.5' deep concrete lined channel and rip rap with baffle blocks at downstream end.

~~RD#10-02-005 Appeal~~



DEVELOPMENT SERVICES DEPARTMENT  
RECEIVED

2010 MAR 24 AM 9:56

# CITY OF SAN ANTONIO

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

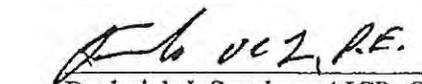
November 12, 2008

City of San Antonio  
Public Works  
Office of the Director  
114 W. Commerce, 6<sup>th</sup> Floor  
San Antonio, TX 78205

Ref: Westwood Center, U-11, Plat # 070147

You are hereby advised that the above referenced subdivision was inspected by the Construction Inspections Staff of the Development Services Department. The completed work met the requirements of the plans and specifications. Public Works drains maintenance will start as of October 16, 2009.

You should add the subdivision's new drain structures enumerated in the attached data sheets to your inventory.

  
Roderick J. Sanchez, AICP, CBO  
Director of Development Services

Atch: Streets and/or Drains Detailed Data

RD#10-02-005 Appeal

DEVELOPMENT SERVICES

DATE: November 13, 2008

2010 MAR 24 AM 9:56

SUBDIVISION NAME: Westwood Center Unit-1

PLAT #: 070147

ENGINEER: MBC Engineers

DEVELOPER: Wayne-Harewill

CONTRACTOR: Rodman Companies

This is to certify the following required site improvements have been satisfactorily completed in compliance with plans and specifications.

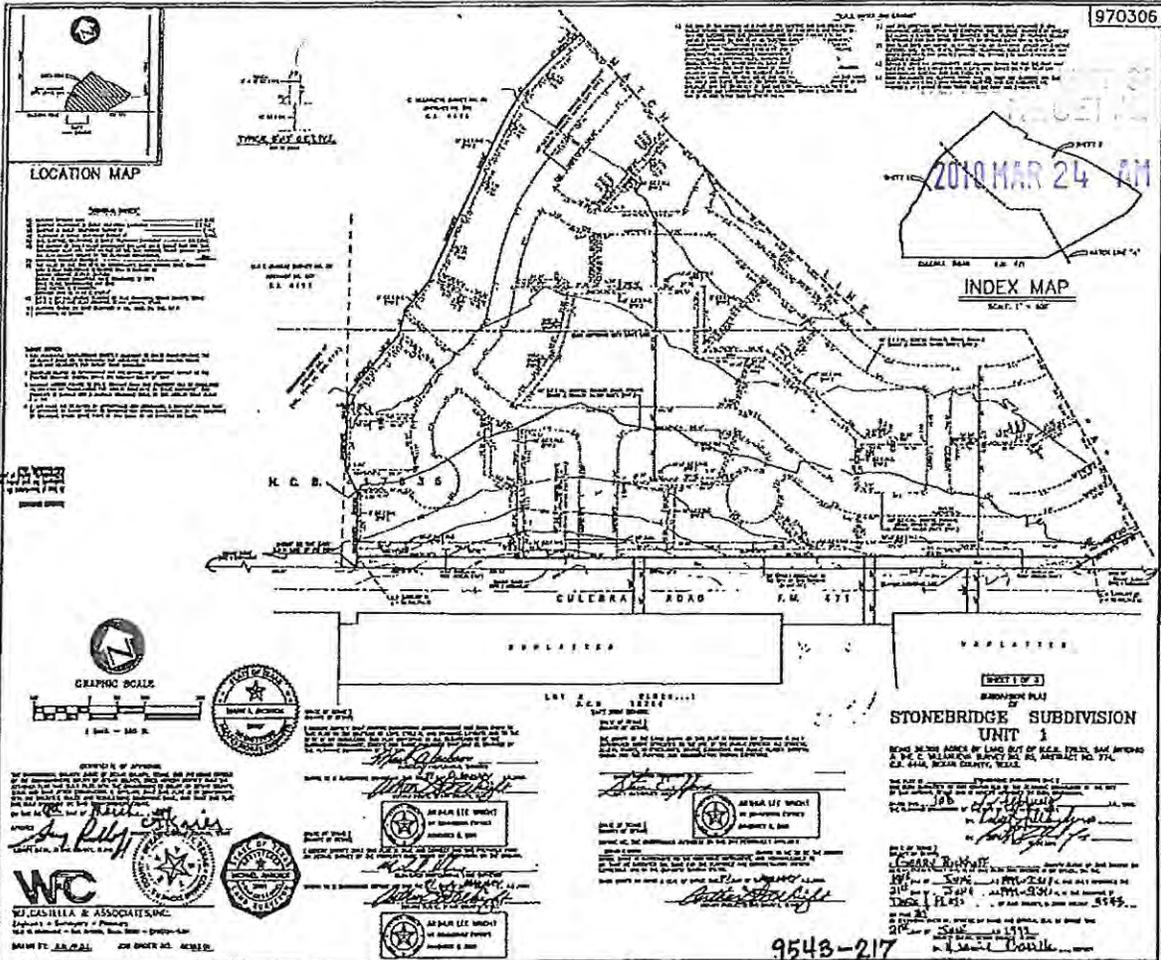
	<del>OK</del>	<del>N/A</del>
STREETS:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SIDEWALKS:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
STORM DRAINAGE FACILITIES:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

*Eiwerd Weiderhold*

Eiwerd Weiderhold,  
Assistant Supervisor, Construction Inspection  
Development Services Department  
**CITY of SAN ANTONIO**

RD#10-02-005 Appeal

1/10/05  
11:45 AM  
10/10/05  
10/10/05



2010 MAR 24 AM 9:56

Plat # 970306

DEV. SERVICES  
2005 JUN -3 A 11:07



990212

**GENERAL NOTES**

- 1) THE CITY OF HOUSTON HAS REVIEWED THIS SUBDIVISION PLAT AND HAS APPROVED THE SAME FOR THE CITY OF HOUSTON.
- 2) THE CITY OF HOUSTON HAS REVIEWED THIS SUBDIVISION PLAT AND HAS APPROVED THE SAME FOR THE CITY OF HOUSTON.
- 3) THE CITY OF HOUSTON HAS REVIEWED THIS SUBDIVISION PLAT AND HAS APPROVED THE SAME FOR THE CITY OF HOUSTON.
- 4) THE CITY OF HOUSTON HAS REVIEWED THIS SUBDIVISION PLAT AND HAS APPROVED THE SAME FOR THE CITY OF HOUSTON.
- 5) THE CITY OF HOUSTON HAS REVIEWED THIS SUBDIVISION PLAT AND HAS APPROVED THE SAME FOR THE CITY OF HOUSTON.

**GENERAL NOTES**

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- 5) THE CITY OF HOUSTON HAS REVIEWED THIS SUBDIVISION PLAT AND HAS APPROVED THE SAME FOR THE CITY OF HOUSTON.

**GENERAL NOTES**

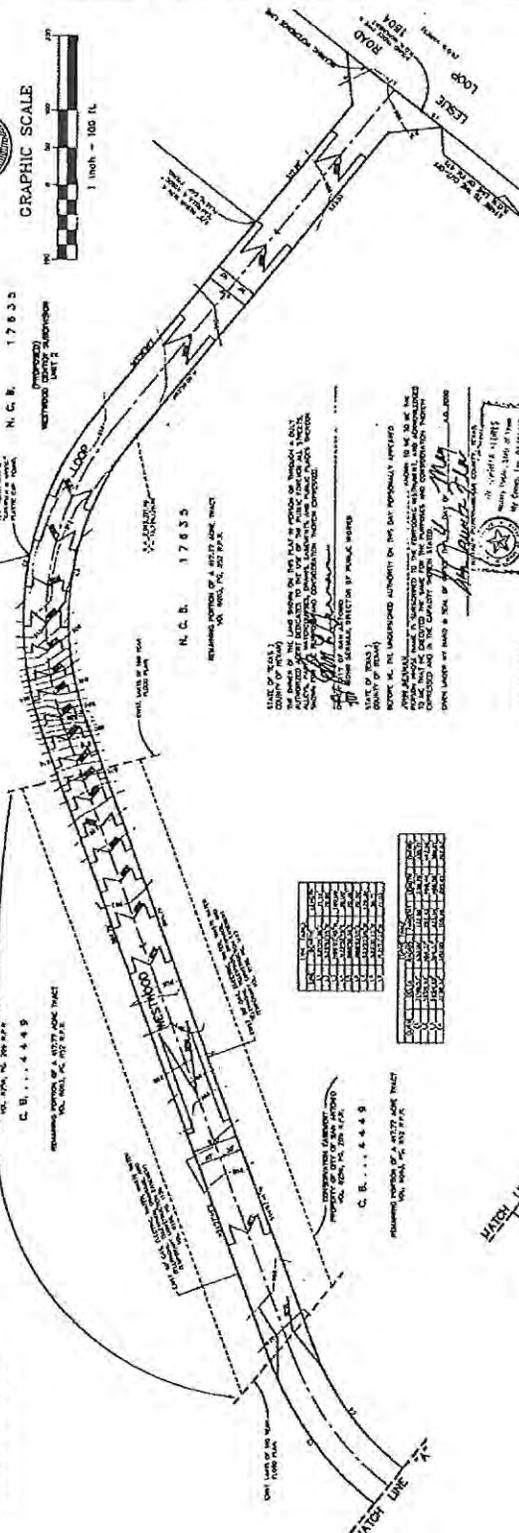
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LOCATION MAP



2010 MAR 24 AM 3

SUBDIVISION PLAT  
OF  
**WESTWOOD CENTER SUBDIVISION**  
UNIT 1  
BEING 3.889 ACRES OF LAND OUT OF N.C.B. 17833, SAN ANTONIO,  
C.L. 4448, BOWEN COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF BOWEN  
I, **John P. [Signature]**  
Surveyor, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat on file in my office, and that the same has been approved by the Board of Commissioners of Bowen County, Texas, and the City of Houston, Texas.

STATE OF TEXAS  
COUNTY OF BOWEN  
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COUNTY OF BOWEN  
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12000 5/25/02 P 0534 0002

REPRODUCED MEMORANDUM  
FOR THE RECORD  
DATE: 03/27/2010  
BY: [Signature]

DATE: 03/27/2010  
BY: [Signature]

G. Land Development (Stamper) Inc. Contingent (WEST-HEM) Ltd. Inc. May 02 09:36:46 2010 (Printed) Operator

RD#10-02-005 Appeal





2010 MAR 24 AM 9:56

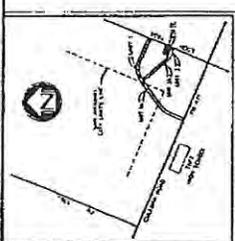
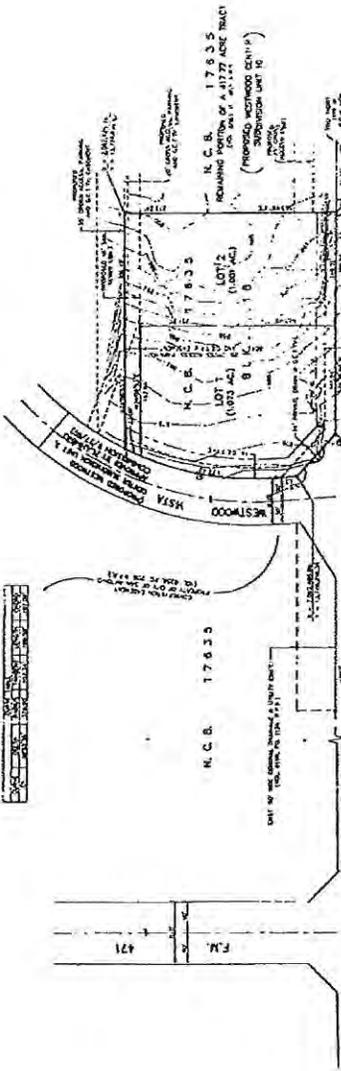
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**GENERAL NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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**NOTES**

1. THE EXISTING DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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20. THE EXISTING DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



LOCATION MAP

SUBDIVISION PLAT  
OF  
**WESTWOOD CENTER SUBDIVISION**  
**UNIT 4**  
BEING 2.074 ACRES OF LAND OUT OF N.C.B. 17633, SAN ANTONIO,  
BEXAR COUNTY, TEXAS

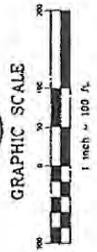
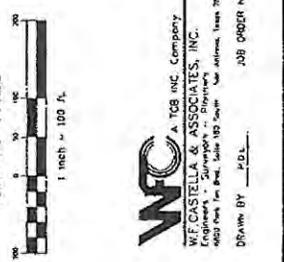
DATE OF PLAT: 03/24/2010  
DATE OF RECORDATION: 03/24/2010  
BY: [Signature]  
FOR: [Signature]  
BY: [Signature]  
FOR: [Signature]

STATE OF TEXAS  
COUNTY OF BEXAR  
I, [Signature], County Clerk, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office on the 24th day of March, 2010.

STATE OF TEXAS  
COUNTY OF BEXAR  
I, [Signature], County Clerk, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office on the 24th day of March, 2010.

STATE OF TEXAS  
COUNTY OF BEXAR  
I, [Signature], County Clerk, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office on the 24th day of March, 2010.

STATE OF TEXAS  
COUNTY OF BEXAR  
I, [Signature], County Clerk, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office on the 24th day of March, 2010.



**WFC**  
W.F. CASTIELLA & ASSOCIATES, INC.  
Engineers - Surveyors - Planners  
4800 East Loop West, Suite 100, Houston, Texas 77057 - (713) 734-3333  
DRAWN BY: P.D.L. JOB ORDER NO. 000000

RD#10-02-005 Appeal









DEVELOPMENT RECEIVED  
2010 MAR 24 AM 9:37

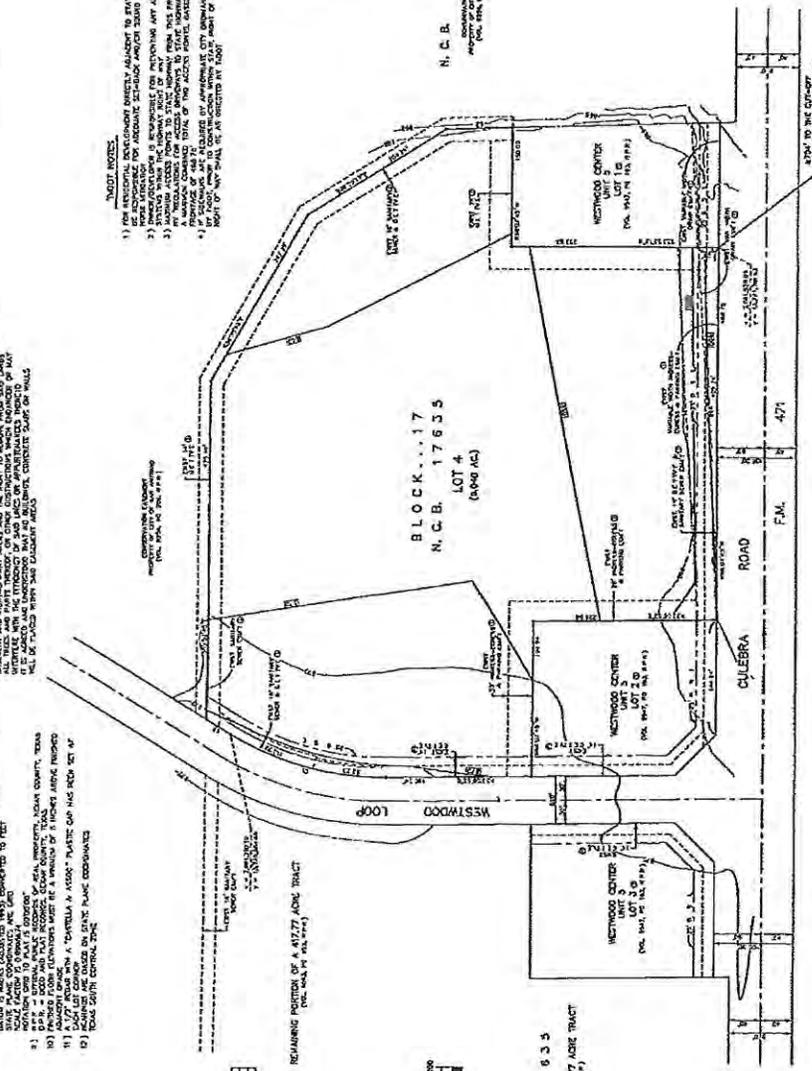
SUBDIVISION OF  
**WESTWOOD CENTER SUBDIVISION**  
UNIT 6  
BEING 0.046 ACRES OF LAND OUT OF N.C.B. 17633, SAN ANTONIO,  
CO. 4498, BEXAR COUNTY, TEXAS.

THIS PLAN IS SUBMITTED TO THE CITY OF SAN ANTONIO, TEXAS, AND IS SUBJECT TO THE CITY'S ORDINANCES AND REGULATIONS. THE CITY'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE AN ENDORSEMENT OR GUARANTEE OF THE ACCURACY OF THE INFORMATION THEREON.

STATE OF TEXAS  
COUNTY OF BEXAR  
I, **Arthur Lee Wright**, Surveyor, do hereby certify that the above and foregoing plat was filed for record in my office on this 19th day of September, 2009, and that the same is a true and correct copy of the original as shown to me by the applicant.

- GENERAL NOTES:**
- 1) THE CITY OF SAN ANTONIO HAS REVIEWED THIS PLAN FOR CONFORMANCE WITH THE CITY'S ORDINANCES AND REGULATIONS. THE CITY'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE AN ENDORSEMENT OR GUARANTEE OF THE ACCURACY OF THE INFORMATION THEREON.
  - 2) THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
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- LOCAL NOTES:**
- 1) THE CITY OF SAN ANTONIO HAS REVIEWED THIS PLAN FOR CONFORMANCE WITH THE CITY'S ORDINANCES AND REGULATIONS. THE CITY'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE AN ENDORSEMENT OR GUARANTEE OF THE ACCURACY OF THE INFORMATION THEREON.
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COUNTY OF BEXAR  
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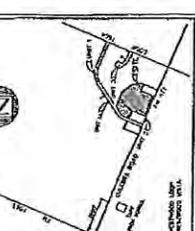
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COUNTY OF BEXAR  
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COUNTY OF BEXAR  
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N. C. B. 17633  
REMAINING PORTION OF A 41727 ACRE TRACT  
(FOR MAP NO. 104, 1977)

N. C. B. 17633  
REMAINING PORTION OF A 41727 ACRE TRACT  
(FOR MAP NO. 104, 1977)

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REMAINING PORTION OF A 41727 ACRE TRACT  
(FOR MAP NO. 104, 1977)

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REMAINING PORTION OF A 41727 ACRE TRACT  
(FOR MAP NO. 104, 1977)

N. C. B. 17633  
REMAINING PORTION OF A 41727 ACRE TRACT  
(FOR MAP NO. 104, 1977)

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RD#10-02-005 Appeal



Hand Delivered

January 19, 2005

Kelly Neumann  
Interim Vice President, PPQC  
San Antonio Water Systems  
P.O. Box 2449  
San Antonio, Texas 78298-2449



DEVELOPMENT SERVICES  
RECEIVED

Wayne Harwell  
E-mail: wayne@wayneharwell.com

2010 MAR 24 AM 9:50

Ref: Request for Utility Service Agreement

Dear Ms. Neumann:

Joe Aceves has relayed to me your requested information for a Utility Service Agreement. In addition to the significant amount of information provide to SAWS pursuant to contract approved under resolution 95-061 and resolution 99-120 we understand your request for information to be as follows:

I am requesting a Utility Service Agreement for the unallocated 370.772 EDU's which remain out of the original total contract amount of 1132 EDU's plus the 120.232 EDU's allocated to Unit # 6 and 7 plats by Letter of Certification for each plat. Total requested USA allocation of 491.004 EDU's.

1. Copy of master plan – attached is the plan approved under Resolution 95-061
2. Original Capacity under contract – 1132 EDU's
3. Capacity unallocated 370.772 EDU's
4. Layout of areas developed – Attached map
  - a. Area # 1 – assignment of 430 EDU's dated February 11, 1999
  - b. Area # 2 – assignment of 25 EDU's dated June 22, 2000
  - c. Area # 3 – plat filed for unit # 9 and 10 reservation of EDU's assigned as 3.948 EDU's and 32.716 EDU's respectively by Plat.
  - d. Area # 4 – Plat Filed for unit # 5 – 11.672 EDU's assigned by Plat
  - e. Area # 5 – Plat filed for unit # 8 – 129.364 assigned by Plat
5. Areas to be developed – both assigned by plat and unallocated
  - a. Area #6 – Plat of unit # 6 to be filed prior to plat expiration – 36.192 EDU's reserved
  - b. Area # 7 – Plat of unit # 7 to be filed prior to plat expiration – 84.040 EDU's reserved
  - c. Area # 5 – additional EDU's to be used as the multifamily property is expanded on Unit # 8 plat
  - d. Area # 8 – additional EDU's to be used as this property is plated
  - e. Areas # 3 thru 8 – balance of EDU's allocated to be used as the property requirements exceed assigned allocation.
6. List of Permits and Approvals to Plats unit 1 – 10

January 19, 2005  
Kelly Neumann  
Page 2

DEVELOPMENT SERVICES  
RECEIVED

2010 MAR 24 AM 9:50

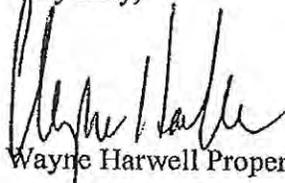
In addition to the above information, it is our understanding that the Utility Service Agreement will reserve the water and sewer capacity for 15 years. We will be responsible for payment of fees at the rate in effect at the time of payment of fees for use.

In addition, you have requested a listing of improvements made by us. We submit the following Water Master Plan and:

1. All improvements performed under plats issued for assignments granted under Board approved assignments dated February 11, 1999 and June 22, 2000.
2. Sewer Lift station costs \$158,000.00
3. Unit # 1 costs certified by SAWS for Sewer \$41,614.40 on 5/8/00 and Water \$44,667.87 certified by SAWS on 5/3/00
4. Unit # 3 and 3A Water \$23,156.15 Certified by SAWS on 4/20/01 and \$29,646.65 Certified by SAWS on 4/20/01
5. Unit # 5 Water costs \$43,910.30 certified by SAWS 2/16/01 – Sewer costs \$92,209.55 certified by SAWS 2/23/01
6. Unit # 9 Sewer costs of \$121,294.45 certified by SAWS 5/10/01
7. All work required by Letters of Certification issued by SAWS on 11/21/2000, 3/22/2000, 9/6/2000, 9/5/2000, 9/6/2000, 6/29/2000 and 11/21/2000 have been completed.

As Mr. Aceves has described to you and you have requested a statement that upon issuance of the Utility Service Agreement we will drop our protests of impact fees paid for the units listed. If this information meets with your approval, please advise us of the date the Utility Service Agreement will be issued.

Very truly,



Wayne Harwell Properties, Inc.

Cc: Sam Mills – Hand Delivered  
Joe Aceves – Hand Delivered

RD#10-02-005 Appeal

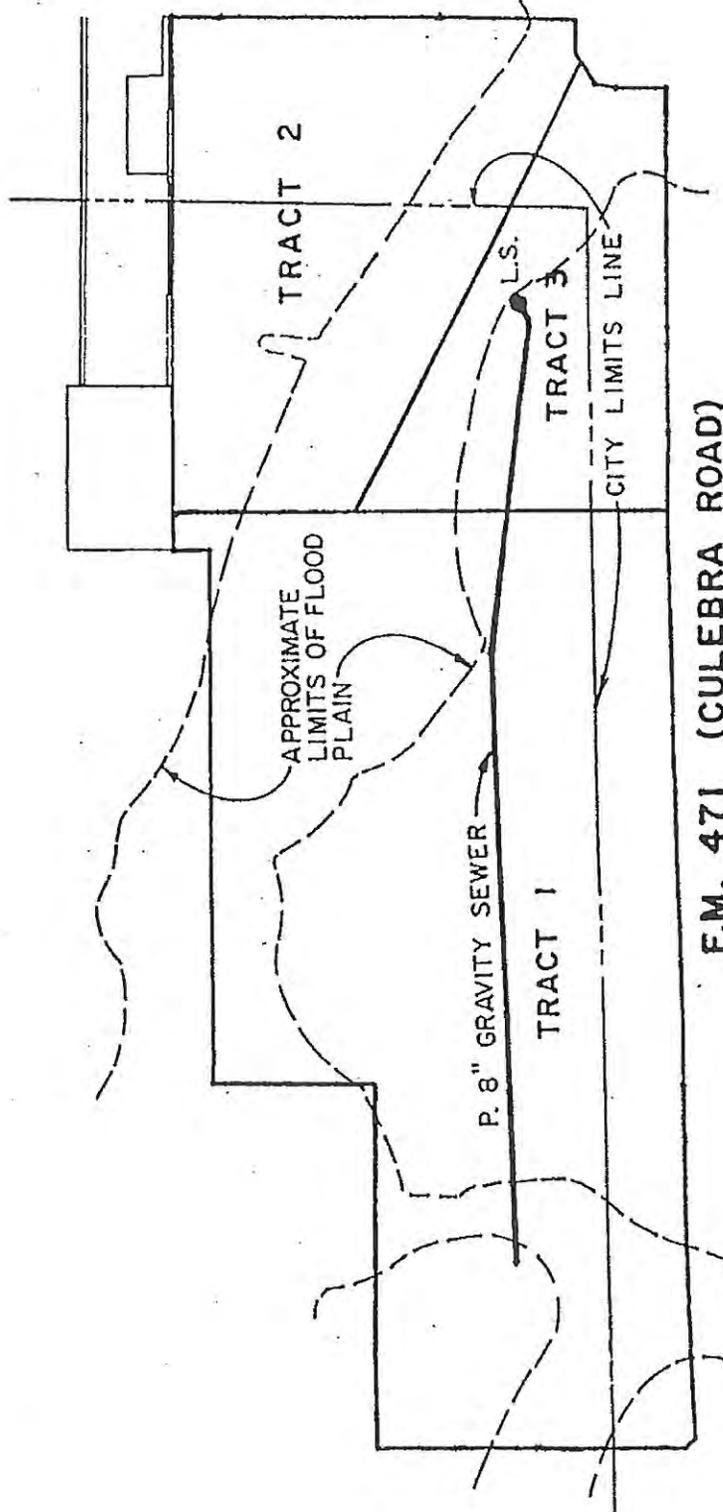


SCALE: 1"=1000'

DEVELOPMENT SERVICES RECEIVED

2010 MAR 24 AM 9: 50

F.M. 1604



VICKREY & ASSOCIATES, INC.  
 ATTACHMENT 1  
 O S A SEWER SERVICE CONTRACT  
 417.77 ACRE HARWELL TRACT

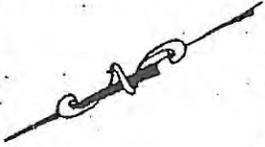
RD#10-02-005 Appeal

DEVELOPMENT SERVICES  
RECEIVED

2010 MAR 24 AM 9:51

<u>Sewer Capacity Contract</u>		November 4, 2004
		Remaining EDU's
Original Capacity		1,132
Assignments		
Stonebridge - Feb. 11, 1999	430	
WallMart - June 22, 2000	25	
Total Assignments	<u>455</u>	(455)
Balance Remaining		<u>677</u>
Assigned to Plats		
Unit # 4	8,296	
Unit # 5	11,672	
Unit # 6	36,192	
Unit # 7	84,040	
Unit # 8	129,364	
Unit # 9	3,948	
Unit # 10	<u>32,716</u>	
Total Assigned to plats	306,228	(306,228)
<b>Remaining Balance</b> for use on the original contract property		<u>370,772</u>

RD#10-02-005 Appeal

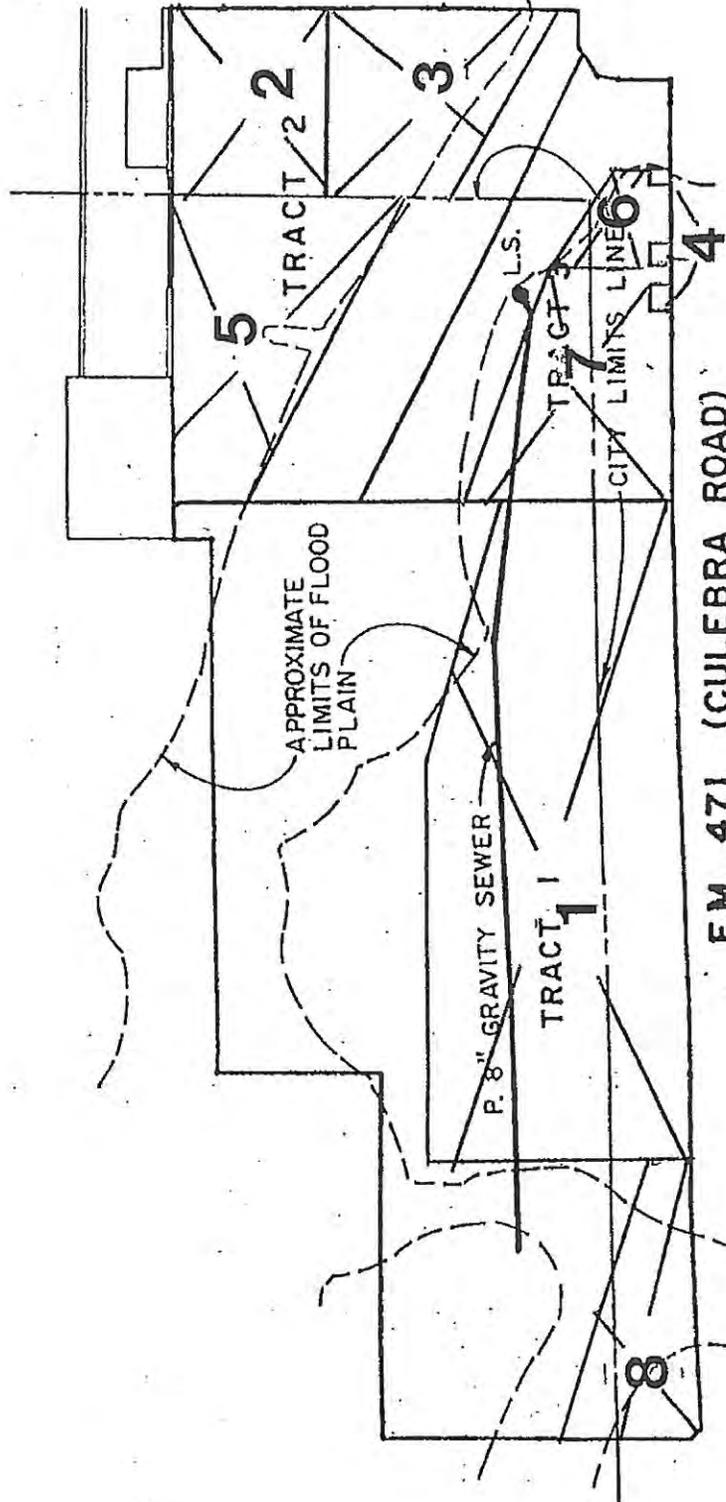


SCALE: 1"=1000'

DEVELOPMENT SERVICES RECEIVED

2010 MAR 24 AM 9:51

F.M. 1604



VICKREY & ASSOCIATES, INC.  
ATTACHMENT 1  
O S A SEWER SERVICE CONTRACT  
417.77 ACRE HARWELL TRACT

RD#10-02-005 Appeal

DEVELOPMENT SERVICES  
RECEIVED

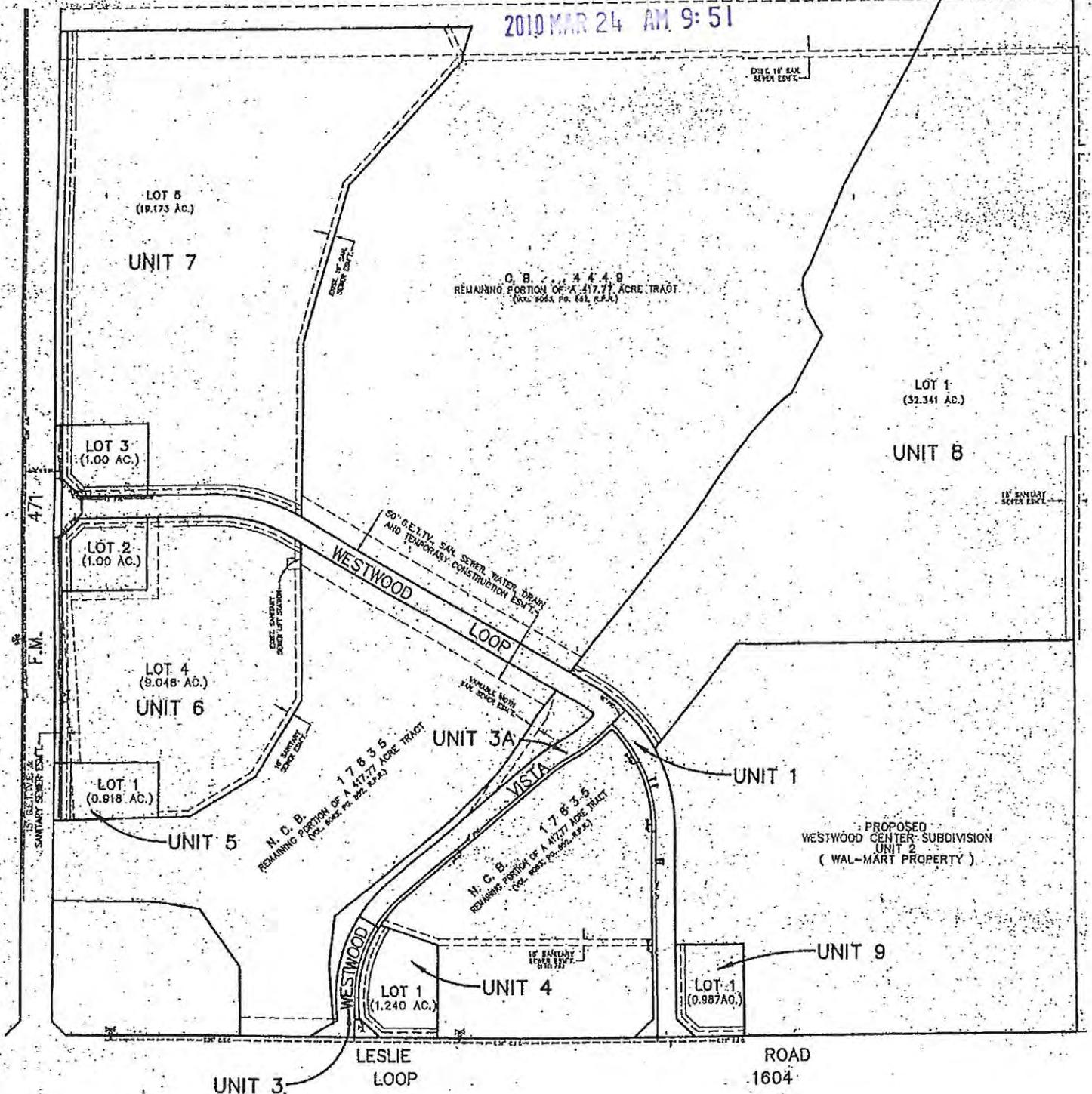
2010 MAR 24 AM 9:51

Permit and Approvals	August 23, 2002 Corner 471 @ FM 1560										
	Unit # 1 (Street)	Unit # 2 (Walmart)	Unit # 3/3A (Street)	Unit # 4	Unit # 5	Unit # 6	Unit # 7	Unit # 8	Unit # 9	Unit # 10	Unit # 11
Zoning Case - Ordinance #Z 96260 #Z 99021 #Z 20157 - 92292 #Z 20282 - 93310 #Z 20283 - 93311 #Z 20284 - 93312 #Z 20285 - 93313		B-3 B-3		B-3	B-3 B-3 SUP	B-3 B-3	B-3 Sup B-3/B-2	B-2	B-3	B-3 B-3	B-3
Water	Res. # 99-120 Res. # 95-061	Res. # 99-120 Res. # 95-061	Res. # 99-120 Res. # 95-061	Res. # 99-120 Res. # 95-061	Res. # 99-120 Res. # 95-061	Res. # 99-120 Res. # 95-061	Res. # 99-120 Res. # 95-061	Res. # 99-120 Res. # 95-061	Res. # 99-120 Res. # 95-061	Res. # 99-120 Res. # 95-061	Res. # 99-120 Res. # 95-061
Sewer Service Contract	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB
Gas	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB
Electrical	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB
Telephone	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell
Phase I Environmental (RABA No.)	ASF00-029-00	ASF00-029-00	ASF00-029-00	ASF00-029-00	ASF00-189-00	ASF00-189-00	ASF00-189-00	ASF00-189-00	ASF00-029-00	ASF00-029-00	ASF00-029-00
Plat ID Number	990212	N/A	990324	20093	20094	20095	20096	20097	000104	010019	N/A
Plat Approval Date	14-Jun-00	01-Jun-00	01-Sep-00	29-Jan-01	14-Jun-00	13-Nov-00	05-Feb-01	20-Oct-00	27-Dec-00	31-Jan-01	
Plat Status	Filed	Filed	Filed	Filed	Filed	Pend Impact fee	Pend Impact fee	Filed	Filed	Filed	
Recording Information	Vol. 9549 Pg 24	Vol. 9550 Pg 156 (3) Vol. 9550 Pg 183 (3A)	Vol. 9550 Pg 156 (3) Vol. 9550 Pg 183 (3A)	Vol. 9561 Pg 34	Vol. 9547 Pg 153			Vol. 9555 Pg 88	Vol. 9551 Pg 162	Vol. 9551 Pg 129	
Protective Covenants											
Platted Acres											
Development Rights Permit	#007	#007	#007	#007	#007	#007	#007	#007	#007	#007	#007
Flood Plain Dev. Permits	#702 & 963	#702 & 963	#702 & 963	#702 & 963	#702 & 963	#702 & 963	#702 & 963	#702 & 963	#702 & 963	#702 & 963	#702 & 963
POADP (1/27/97)	#544	#544	#544	#544	#544	#544	#544	#544	#544	#544	#544
Tree Preservation Rights Est.	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997
Traffic Impact Analysis (Lev III-'96)	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA
Traffic Impact Analysis (Lev II-'98)	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA
Traffic Impact Analysis (Lev III-'00)	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA
Unplatted Acres											
City Plat Application Date				12/2/1999	12/2/1999	12/2/1999	12/2/1999	12/2/1999	12/2/1999	12/2/1999	12/2/1999
SAWS Letter of Certification				11/21/2000	3/22/2000	9/6/2000	9/5/2000	9/6/2000	6/29/2000	11/21/2000	
Planning Department Approved for record.				1/24/2001	6/14/2000	11/13/2000	2/5/2001	10/20/2000	12/27/2000	1/31/2001	

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RD#10-02-005 Appeal

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UTILITY SERVICE AGREEMENT

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GENERAL SERVICES  
DEPARTMENT

2010 MAR 24 AM 9:51

FILED BY  
PRESIDIO TITLE

STATE OF TEXAS §  
COUNTY OF BEXAR §

This Utility Service Agreement ("Agreement") is entered into by and between the San Antonio Water System Board of Trustees, through Resolution Number 05-187, acting by and through its President/Chief Executive Officer ("SAWS") and Wayne Harwell acting by and through Wayne Harwell Properties, Inc., ("Developer") together the Parties ("Parties").

Recitals

Whereas, Developer has requested that SAWS provide wastewater service to the remaining portions of an approximate 417.77-acre tract of land, (the Stonebridge – Westwood Tract), not located over the Edwards Aquifer Recharge Zone, such tract being and more particularly described in Attachment III, as accepted by SAWS; and

Whereas, SAWS desires to provide such services to the Developer pursuant to the SAWS Utility Service Regulations and as amended, and all applicable local, state, and federal regulation;

Now Therefore, The Parties Hereto Agree To The Following Terms and Conditions:

1.00 Interpretation of Agreement.

The Parties acknowledge that the utility service(s) provided pursuant to this Agreement shall be provided in accordance with the SAWS Utility Service Regulations, Design Criteria, Schedules, Attachments and Instruments thereto, as amended (together "USR"). In the event the specific terms of this Agreement are in conflict with the USR, the specific terms of this Agreement shall apply. The above not with standing, in order for such specific conflicting term to prevail, such conflict must be so noted in the Agreement. The Parties further acknowledge that in the event the City Council of the City of San Antonio amends or revises an ordinance/regulation regarding impact fees, this Agreement is subject to such amendment or revision.

2.00 Obligation Conditioned.

The obligation of SAWS to provide the utility services, which are the subject of this Agreement, is conditioned upon present rules, regulations and statutes of the United States of America and the State of Texas and any court order that directly affects the San Antonio Water System's Regional Water Production and Distribution System and/or Regional Wastewater Transportation and Treatment System and/or the utility infrastructure directly servicing the Tract. Developer acknowledges that if the rules, regulations and statutes of the United States of America and/or the State of Texas that are in effect upon the execution date of this Agreement are ever revised or amended to such an extent that SAWS becomes incapable of, or prevented from, providing the

Utility Service Agreement  
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RD#10-02-005 Appeal

100109

UTILITY SERVICE AGREEMENT

DEVELOPER'S UTILITY SERVICE REGULATIONS  
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STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR               §

This Utility Service Agreement ("Agreement") is entered into by and between the San Antonio Water System Board of Trustees, through Resolution Number 05-187, acting by and through its President/Chief Executive Officer ("SAWS") and Wayne Harwell acting by and through Wayne Harwell Properties, Inc., ("Developer") together the Parties ("Parties").

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Whereas, SAWS desires to provide such services to the Developer pursuant to the SAWS Utility Service Regulations and as amended, and all applicable local, state, and federal regulation;

Now Therefore, The Parties Hereto Agree To The Following Terms and Conditions:

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**2.00 Obligation Conditioned.**

The obligation of SAWS to provide the utility services, which are the subject of this Agreement, is conditioned upon present rules, regulations and statutes of the United States of America and the State of Texas and any court order that directly affects the San Antonio Water System's Regional Water Production and Distribution System and/or Regional Wastewater Transportation and Treatment System and/or the utility infrastructure directly servicing the Tract. Developer acknowledges that if the rules, regulations and statutes of the United States of America and/or the State of Texas that are in effect upon the execution date of this Agreement are ever revised or amended to such an extent that SAWS becomes incapable of, or prevented from, providing the

Utility Service Agreement  
USA Stonebridge - Westwood Center\_417.77  
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utility services(s) which are the subject of this Agreement, then no liability of any nature is to be imposed upon SAWS as a result of SAWS' compliance with such legal or regulatory mandates. SAWS agrees that it will use its best efforts to prevent the enactment of such legal or regulatory mandates.

### 3.00 Term.

3.01 If Developer meets the requirements set out in G.C.19.00 herein, the provisions of this Agreement shall remain in full force and effect for a maximum period of fifteen (15) years from the Effective Date of this Agreement. In order for certain conditions to survive the expiration of the fifteen (15) year term, the Developer must (i) pay all impact fees for the total number of EDU's required for the development covered by this Agreement at the then-current rate, and (ii) complete all infrastructure requirements including off-site extensions of this Agreement.

3.02 In the event Developer has not completed the requirements stated herein, Developer understands and agrees that should he desire to complete the development project that is the subject of this Agreement, he must enter into a new Utility Service Agreement with SAWS pursuant to the then current Utility Service Regulations.

3.03 In the event the Developer has completed these requirements prior to expiration of the fifteen (15) year term, the following conditions will survive termination of this Agreement:

- (i) SAWS' recognition of the EDU's of capacity for the development which is the subject of the Agreement as guaranteed capacity.
- (ii) SAWS' continued recognition of impact fee credits previously earned by the Developer pursuant to Sections 15.8 and 15.9 of the Utility Service Regulations.
- (iii) SAWS continued provision of the utility services subject to the Agreement to retail customers located in the tract, so long as such customers pay for the services and comply with the regulations applicable to individual customers.

### 4.00 Entire Agreement.

The following documents attached hereto and incorporated herein are as fully a part of this Agreement as if herein repeated in full, together with this Agreement, comprise the Agreement in its entirety:

Attachment I:	General Conditions
Attachment II:	Special Conditions
Attachment III:	Description of Tract
Attachment IV:	(If necessary) Board Summary & Recommendation and Resolution
Attachment V:	Developer Water and/or Wastewater Master Plan
Attachment VI:	Engineering Study
Attachment VII:	(If necessary) Lift Station & Force Main Supplemental Agreement
Attachment VIII:	(If necessary) Water Recycling and Conservation Plan

Utility Service Agreement  
USA\_Stonebridge - Westwood Center\_417.77  
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5.00 Developer's Obligations.

The Developer acknowledges and agrees that any guaranteed capacity earned pursuant to this Agreement shall run with the land and shall be an appurtenance to the Tract. The Developer acknowledges that recordation of this Agreement in the Real Property Records of the County in which the Tract is located within thirty-six months of the Effective Date of this Agreement is required; otherwise the Agreement will terminate. Developer shall record the Agreement and supply the Director with a recorded copy. The Developer shall maintain records of EDU's remaining on the Tract pursuant to the approved Developer Master Plan. Developer shall provide SAWS with such records upon SAWS written request. Developer further agrees to defend, indemnify and hold harmless SAWS and its successor and assigns from the claims of third parties arising out of SAWS granting of any remaining guaranteed capacity earned pursuant to this Agreement to Developer's subsequent purchasers, successors and assigns.

6.00 Notices.

Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO SAN ANTONIO WATER SYSTEM:

SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: SAM MILLS, P.E., DIRECTOR  
INFRASTRUCTURE PLANNING

IF TO DEVELOPER:

Wayne Harwell Properties, Inc.  
P.O. Box 17065  
San Antonio, Texas 78217-0065  
Attn: Wayne Harwell

7.00 Severability.

If for any reason any one or more paragraph of this Agreement are held legally invalid, such judgment shall not prejudice, affect impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this contract held legally invalid.

8.00 Effective Date.

The Effective Date of this Agreement shall be the date signed by the authorized representative of the San Antonio Water System.

Utility Service Agreement  
USA\_Stonebridge - Westwood Center\_417.77  
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RD#10-02-005 Appeal

ACCEPTED AND AGREED TO IN ALL THINGS:

DEVELOPMENT SERVICES  
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San Antonio Water System

Developer

Kelley S. Neumann

Wayne Harwell Properties, Inc.

2010 MAR 24 AM 9:51

By: Kelley S. Neumann, PE

By: Wayne Harwell

Title: Vice-President  
Facilities Eng. & Const.

Title: WAYNE HARWELL - PRES.

Date: 6-17-05

Date: 6/13/05

ACKNOWLEDGEMENTS

STATE OF TEXAS, COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Kelley S. Neumann known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as VP, Facilities Eng. & Const. for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17<sup>th</sup> day of JUNE, 2005.



Barbara K. Billman  
Notary Public

STATE OF TEXAS, COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared WAYNE HARWELL known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as PRES. OF WAYNE HARWELL PROPERTIES for the purposes and consideration therein expressed and in the capacity therein stated. INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13<sup>TH</sup> day of JUNE, 2005.



Farrah M. De la Rosa  
Notary Public

Utility Service Agreement  
USA Stonebridge - Westwood Center 417.77  
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*Handwritten initials*

**R-D#10-02-005 Appeal**

GENERAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT UTILITY SERVICES  
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G.C.1.00 Definitions.

G.C.1.01 Developer.

Owner of the tract, his subsequent purchasers, successors, and/or assigns.

G.C.1.02 Director of Infrastructure Development.

The Director of Infrastructure Development of the San Antonio Water System or his/her designated representative.

Unless defined in the Agreement, the terms used in this Agreement shall have the same definitions and meaning as those set out in Chapter 2, Definitions, of the USR. In the event a term is specifically defined in this Agreement, and the definition is in conflict with that found in the USR, and such conflict is acknowledged in the Agreement, the definition set out in this Agreement shall apply.

G.C.2.00 Required Submittals.

If determined to be necessary by the Director of Infrastructure Development ("Director"), the Developer hereby agrees to submit the following documents prior to the execution of this Agreement: Developer Master Plan, Developer Utility Layout, Water Recycling and Conservation Plan, and Engineering Report. The Parties agree that such documents are included instruments to this Agreement. The submittal of such documents, is a condition precedent to plat recordation and initial utility service. Developer shall modify such documents as may be reasonably required by the Director. Such documents shall be updated as required by the Director and the USR.

G.C.3.00 Dedication to SAWS.

The Developer agrees to dedicate, grant, and convey all right, title and interest of Developer in both the realty and personality associated with the utility infrastructure which is the subject of this Agreement. Upon written acceptance of such utility infrastructure by SAWS, SAWS shall own, operate and maintain such infrastructure.

G.C.4.00 Design and Construction Requirements.

The design and construction of all utility infrastructure which is the subject of this Agreement shall be at a minimum in accordance with the USR and all applicable requirements pertaining to the provision of utility services set forth by SAWS, the City of San Antonio, the County of Bexar, the State of Texas and any agency thereof including but not limited to the Texas Commission on Environmental Quality and the Texas Department of Health. All infrastructure shall be constructed under the inspection of SAWS. The provision of utility service to the Tract shall not commence until the Director has accepted and approved the infrastructure in writing.

G.C.5.00 Joint Venture Agreements.

In the event the Developer enters into a Joint Venture Agreement covering the costs for supplying utility services to the Tract, the Developer shall send a copy of such agreement to the attention of the Director.

G.C.6.00 Assignment.

No assignment of the Agreement in whole or in part shall be made by the Developer without the prior written approval of SAWS, which approval shall not be unreasonably withheld.

G.C.7.00 Event of Foreclosure.

In the event Developer's interest in the Tract described in Attachment III are extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to SAWS that they are the successor in interest to the property as a result of such foreclosure, and that there are no lawsuits pending concerning the property, SAWS shall

General Conditions of USA

USA Stonebridge - Westwood Center\_417.77

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consider the foreclosing party a successor in interest if the foreclosing party executes a utility service agreement with SAWS after the Director determines that the execution of such an agreement will not be adverse to SAWS' interest.

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**G.C.8.00 Payment for Provision of Utility Service.**

In the event utility service(s) to a subdivision plat within the Tract is not billed by SAWS, the amount of the monthly fees for the provision of utility services will be those charged to the various customer classifications as set by City Ordinances, with the billing and collection thereof on behalf of SAWS, being the responsibility of the billing utility purveyor. In order to facilitate this arrangement, Developer is to insert into any utility agreement with whatever utility purveyor is to bill for utility services to a subdivision plat within the Tract, a provision requiring said purveyor to enter into a Contract with SAWS to bill and collect SAWS' monthly utility services fees and transmit said fees to SAWS. The billing utility purveyor shall advise customers that delinquent non-payment of any of SAWS' fees will result in termination of such service from SAWS in the event all administrative remedies of appeal are either exhausted or waived by the customer. SAWS shall not be obligated to provide utility service to any plat within the Tract unless and until the utility purveyor has executed a contract with SAWS to provide for the billing and collection of such utility service from SAWS.

**G.C.9.00 Enforcement of Industrial Waste Ordinance if Required by SAWS.**

The Developer shall cause to be recorded in the Deed and Plat Records of Bexar County a restrictive covenant covering the entire Tract. This restrictive covenant shall run with the land in the Tract described in Attachment III. Such covenant shall contain language expressly granting to SAWS the right, should SAWS so elect, to enforce and or otherwise pursue to the extent provided at law or in equity, the provisions of the City's Industrial Waste Ordinance No. 57214, as amended or as may be amended (codified as Chapter 34, Article III, Division 2 of the City Code). SAWS' right shall include, to the extent provided at law or in equity, the right to inspection, sampling and monitoring of the collection system to assure ordinance compliance.

Recordation of the Covenant shall be a condition precedent for SAWS' provision of service to any portion of said Tract.

**G.C.10.00 Oversizing.**

Developer must pay for all mains and other utility facilities needed to serve his Tract. SAWS may require the installation of oversized water mains and wastewater mains and related facilities. SAWS' requirements for oversized are included in the Special Conditions to this Agreement. SAWS will execute a trilateral contract with Developer and a contractor for the construction of such oversized facilities. Oversized facilities must be competitively bid by SAWS. SAWS will reimburse the Developer for the oversize construction cost differential upon completion of the approved facility installation and SAWS' acceptance of such facility. SAWS will determine whether to provide such reimbursement in the form of a cash reimbursement or in credits to be applied to impact fees. All oversizing shall be done in accordance with the USR.

**G.C.11.00 Off-Site /On-Site Facilities.**

Developer shall install all required off-site and all necessary on-site facilities in accordance with the USR, at no cost to SAWS. Any specific requirements related to the facilities are set out in the Special Conditions to this Agreement.

**G.C.12.00 Impact Fee Payment.**

Developer shall pay all required impact fees in the manner and in the amount prescribed in all applicable impact fee ordinances, the USR and as amended. An estimate only, not to be construed as an assessment of the amount of impact fees for the development of the Tract is set out in the Special Conditions to the Agreement.

**G.C.13.00 SAWS' Obligation to Supply Service.**

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Upon payment and acceptance of the required impact fees, SAWS will be obligated to supply utility services to the Tract within a five (5) year period as prescribed by Chapter 395 of the Local Government Code or as amended pursuant to such Chapter. However, SAWS is not required by law to provide such service by the construction of a specific facility. Should Developer request utility service to the Tract earlier than five (5) years, any costs which are directly attributable to supplying such services within such earlier period shall be paid by Developer.

**G.C.14.00 Facility Design and Construction.**

The Developer shall design and construct all on site and off-site facilities required pursuant to this Agreement in accordance with the USR and all applicable local, state and federal requirements. Developer further recognizes that SAWS' approval in all respects as to facility right-of-way adequacy, location, size, grade and invert elevation is a condition precedent to any further obligation of SAWS. Specific design and construction requirements are set out in the Special Conditions to this Agreement.

**G.C.15.00 Use of Capacity by SAWS.**

Developer understands that any capacity in utility facilities resulting from this Agreement for the Tract may be utilized by SAWS for other tracts receiving service from SAWS. SAWS shall keep accurate records regarding the Developer's capacity, either reserved capacity or guaranteed capacity, pursuant to the Agreement for the Tract, and, in no event, will Developer be denied capacity as a result of SAWS' utilization of such capacity for another tract.

**G.C.16.00 Utility Master Plan Requirements.**

The Developer will prepare a utility master plan which details the water and/or wastewater systems for the Tract pursuant to the USR and as amended.

**G.C.17.00 Phased Utility Master Plans.**

If the Developer's water and/or wastewater systems are to be installed in phases or units, the Developer shall submit overall utility master plans to SAWS for review and approval. The overall utility master plan(s) shall be submitted before the first construction phase is submitted for plat approval. The overall utility master plan(s) shall show the development phases or units including the sequence and a timetable for build-out. The Developer shall also provide SAWS with a digital version of the proposed recorded plat, as submitted for plat recordation in a format acceptable to SAWS, for each phase or unit of the development project.

**G.C.18.00 Conformance of Plans to Utility Master Plan.**

All water and wastewater system facilities to serve the Tract shall be designed and constructed in conformance with the approved utility master plan. Changes in the water and wastewater system design shall be resubmitted to SAWS for written approval.

**G.C.19.00 Timing Requirements for Submission of Plans.**

Upon the Effective Date of this Agreement the Developer has 36 months to complete the required utility master plan and to start construction. Developer understands and agrees that if Developer fails these requirements within the 36-month period, this Agreement expires and a request for a new agreement must be submitted to SAWS. SAWS will enter into a new utility service agreement based on then-current regulations. In the event Developer meets this requirement, this Agreement shall remain in effect for seven (7) years from the Effective Date. If prior to the expiration of such seven (7) year period, Developer submits a revised Utility Master Plan, pursuant to Section 5.8 of the USR or as amended, this Agreement shall be in effect for a maximum term of fifteen (15) years from the Effective Date of this Agreement.

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SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT

WATER SERVICE

**S.C.1.00 Tract Location and Ultimate Demand.**

Stonebridge – Westwood Tract, a 417.77-acre tract, located inside the City limits and outside SAWS' service area is located at the corner of Culebra Road and Loop 1604, as shown in Attachment III. The tract is not located over the Edwards Aquifer Recharge Zone.

On April 20, 1999 the San Antonio Water System Board of Trustees passed Resolution No. 99-120 approving a water commitment to the Culebra Road Tract, a 385-Acre Tract for 1,132 EDUs of potable water service.

SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT

WASTEWATER SERVICE

**S.C.1.00 Tract Location and Ultimate Demand.**

Stonebridge – Westwood Tract, remaining portions of a 417.77-acre tract inside the City limits and outside SAWS' service area is located at the corner of Culebra Road and Loop 1604, as shown in Attachment III. The tract is not located over the Edwards Aquifer Recharge Zone.

The proposed development is planned for single-family residential and commercial use. The ultimate demand on the SAWS's facilities shall not exceed 491 equivalent dwelling units (EDUs) of wastewater discharge.

On April 04, 1999 the San Antonio Water System Board of Trustees passed Resolution No. 95-061 approving a sewer service contract to the Stonebridge – Westwood Center Tract, a 417.70-Acre Tract for 1,132 EDUs of sewer service. This Utility Service Agreement covers the remaining 70-Acres of the tract (Units 6, 7, 8, and "Remainder") for the remaining 491 EDUs of sewer service. This Utility Service Agreement replaces the previous sewer contract Resolution number 95-061.

**S.C.2.00 Infrastructure Requirements.**

The Tract is situated within SAWS' Outer Service Area (OSA) and lies within the Culebra Creek Watershed. Wastewater service to the Tract requires the capacity of a 10-inch gravity main or equivalent at 0.30 percent minimum slope. The nearest sewer main is a proposed 24-inch gravity sewer main and a proposed 30-inch main running through the tract. The 24-inch and 30-inch gravity sewer mains are Phase II of the Western Extension Project and will connect to the existing 36-inch gravity sewer main located inside FM Loop 1604, which is Phase I of the Western Extension Project. The Developer will be required to construct service laterals and/or private or public 8-inch mains through the Tract, as warranted, and connect to the proposed 24-

Special Conditions of USA  
USA\_Stonebridge - Westwood Center\_417.77  
06/01/05, Page 1 of 3

  
RD#10-02-005 Appeal

DEVELOPMENT SERVICES  
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inch and 30-inch gravity sewer main located through the tract. The Developer may connect a maximum of 491 EDU's of capacity to the proposed 24-inch and 30-inch mains running through the tract.

**S.C.3.00 San Antonio Water System Master Plan and Oversizing Requirements.**

N/A

**S.C.4.00 Impact Fee Credit Eligibility.**

N/A

**S.C.5.00 Engineering Study Report and Pro-Rata Refund Eligibility.**

N/A

**S.C.6.00 Developer On-site and/or Off-site Requirements.**

The Developer will also be required to acquire any right-of-way and easements, install all on-site facilities, and upgrade existing lift stations necessary to serve the tract in accordance with SAWS' Regulations and at the Developer's total cost. Other on-site requirements within the tract will be determined at such time as the engineer submits an overall Utility Master Plan, and any subsequent revisions, for the tract.

**S.C.7.00 Lift Stations and Force Mains.**

Lift stations and force mains are only allowed by prior written supplemental agreement with SAWS. Applicable fees as set out in the supplemental agreement must be paid in full prior to service connection.

**S.C.8.00 Time for Wastewater Impact Fee Assessment and Payment.**

Wastewater Impact Fees are assessed at the rates in effect at the time of plat recordation or the latest date allowed by law. Wastewater Impact Fees will be paid prior to connection to the SAWS wastewater system.

**S.C.9.00 Wastewater Impact Fee Estimates Based Upon Current Charges.**

Type of Impact Fee	EDUs	\$/EDUs	Current Total
Wastewater Collection	491	\$366.00	\$179,706.00
Wastewater Treatment (OSA)	491	\$750.00	\$368,250.00
Total			\$547,956.00

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**S.C.10.00 Pro-Rata Payment Fee Requirement.**

Developer shall be required to pay a pro-rata fee pursuant to the USR and as amended prior connection to the wastewater system, if Developer is tapping into a main that is subject to a pro-rata refund.



RESOLUTION NO.

187

DEVELOPMENT SERVICES  
RESERVED

2010 MAR 24 AM 9:51

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING A UTILITY SERVICE AGREEMENT TO PROVIDE WASTEWATER SERVICE TO STONEBRIDGE - WESTWOOD CENTER, A 417.77-ACRE TRACT LOCATED AT THE CORNER OF CULEBRA ROAD AND LOOP 1604; BEING DEVELOPED BY WAYNE HARWELL PROPERTIES, INC., DEVELOPER, SUBJECT TO THE EXPIRATION OF SUCH AGREEMENT IF NOT EXERCISED IN THIRTY-SIX MONTHS; REPLACING RESOLUTION NO. 95-061; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Wayne Harwell Properties, Inc., a Developer Customer, has requested the San Antonio Water System (the "System") to provide wastewater to the 417.77-acre tract of land (the "tract"), and has satisfied the requirements of the Board's Regulations for Developer Customer Applicants; and

WHEREAS, the tract is located inside the San Antonio City Limits and within the System's Outer Service Area (OSA) for wastewater service, within the Culebra Creek Watershed; water service will be supplied from Service Level 7, and is generally illustrated in Attachment I hereto; and

WHEREAS, the proposed development of the tract will discharge a total wastewater flow estimated to be equivalent to 491 dwelling units (EDUs); and

WHEREAS, on April 20, 1999, the San Antonio Water System Board of Trustees passed Resolution No. 99-120 approving a water commitment to the Culebra Road Tract, a 385-Acre Tract for 1,132 EDUs of potable water service; and

WHEREAS, on April 04, 1999, the San Antonio Water System Board of Trustees passed Resolution No. 95-061 approving a sewer service contract to the Stonebridge - Westwood Center Tract, a 417.70-acre tract for 1,132 EDUs of sewer service; this Utility Service Agreement covers the remaining 70-acres of the tract for the remaining 491 EDUs of sewer service; this Utility Service Agreement replaces the previous sewer contract Resolution number 95-061; and

WHEREAS, the nearest sewer main is a proposed 24-inch gravity sewer main and a proposed 30-inch main running through the tract; the 24-inch and 30-inch gravity sewer mains are Phase II of the Western Extension Project and will connect to the existing 36-inch gravity sewer main located inside FM Loop 1604, which is Phase I of the Western Extension Project; the Developer will be required to construct service laterals and/or private or public 8-inch mains through the Tract, as warranted, and connect to the proposed 24-inch and 30-inch gravity sewer main located through the tract; the Developer may connect a maximum of 491 EDUs of capacity to the proposed 24-inch and 30-inch mains running through the tract; and

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UTILITY SERVICE REGULATIONS

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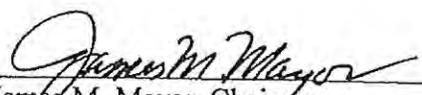
WHEREAS, the Developer Customer is obligated to pay the prescribed fees and to comply with other applicable requirements as set forth in the Utility Service Regulations; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to agree to provide wastewater to Stonebridge - Westwood Center, a 417.77-acre tract, as described herein, and (ii) to provide that this agreement will be honored for a period of thirty-six months, and that if not exercised during this period, the utility service agreement will expire; now, therefore:

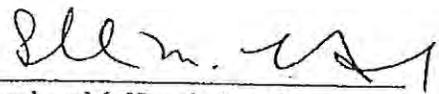
**BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:**

1. That the San Antonio Water System hereby agrees to provide wastewater service to Stonebridge - Westwood Center, a 417.77-acre tract being developed by Wayne Harwell Properties, Inc., located at the corner of Culebra Road and Loop 1604, as generally illustrated in Attachment I hereto, on a Developer Customer basis as provided for in the Board's Regulations, applicable amendments to the Regulations, and any other applicable federal, state or local regulations.
2. That this agreement shall be honored for a period of thirty-six months, and if not exercised during this thirty-six-month period, the utility service agreement will expire.
3. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.
4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
5. This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 24<sup>th</sup> day of May, 2005.

  
 \_\_\_\_\_  
 James M. Mayor, Chairman

ATTEST:

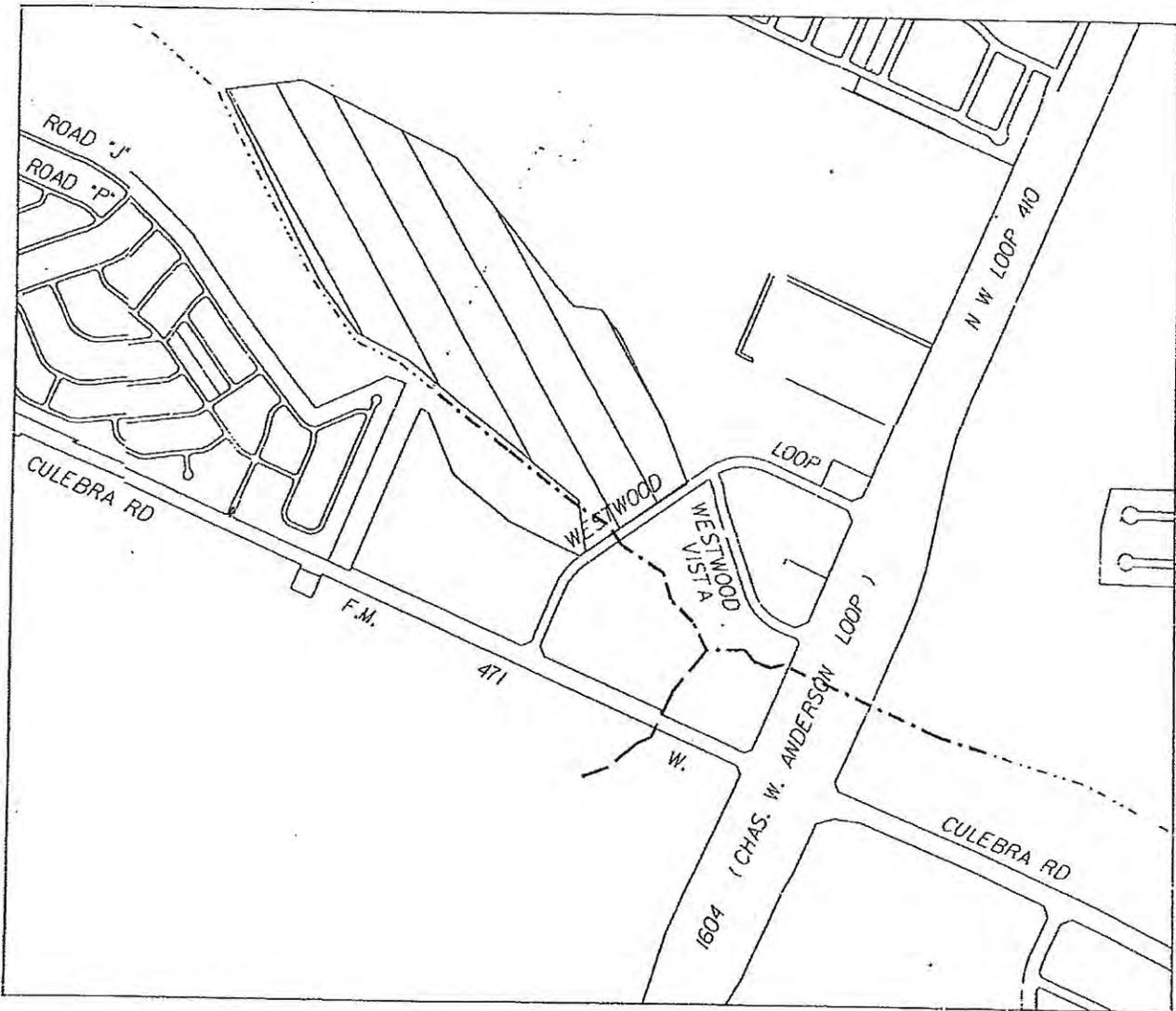
  
 \_\_\_\_\_  
 Salvadore M. Hernández, Secretary

RD#10-02-005 Appeal

# Stonebridge - Westwood Center 471.770 - ACRE TRACT

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- 18" Main
- 24" Main
- 30" Main
- 36" Main



## SEWER SERVICE LOCATION MAP

R D#10-02-005 Appeal

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Doc# 20050140967  
# Pages 15  
06/24/2005 15:16:46 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERRY RICKHOFF COUNTY CLERK

Fees 40.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
06/24/2005 15:16:46 PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerry Rickhoff*

R D# 10 - 02 - 005 Appeal



**PRESIDIO TITLE**  
A TEXAS OWNED COMPANY

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## **IMPORTANT**

**THIS IS YOUR ORIGINAL RECORDED  
UTILITY AGREEMENT. PLEASE PUT IN  
A SAFE PLACE. YOU WILL NOT  
RECEIVE RECORDINGS FROM THE  
BEXAR COUNTY CLERK'S OFFICE.**

**THIS DOCUMENT HAS BEEN E-FILED  
BY PRESIDIO TITLE, LLC FOR YOUR  
CONVENIENCE.**

## **IMPORTANT**





**City of San Antonio**  
**Planning & Development Services**  
**Fair Notice Form**



PLANNING & DEVELOPMENT SERVICES  
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 2010 MAR 24 AM 9:51

Date: February 8, 2010 Notice Number: \_\_\_\_\_

1. Original Fair Notice Form Number if Applicable: \_\_\_\_\_
2. Existing Rights Determination No. if applicable: \_\_\_\_\_

<b><u>COSA USE ONLY</u></b>	
Expiration date: _____	Authorized Rep: _____

3. *If a permit application identified in item (6) below is not submitted for completeness review within 45 days from the filing date of this form, this notice will be null and void.*
4. *All submittals with (\*) require a site plan. A site plan shall include lot layout, general building footprint with approximate square footage of building(s), impervious cover, and land use.*
5. *All site plans must complete (# 7) of this form.*
6. *Permit application Type (Check all appropriate boxes):*

- |   |   |
|---|---|
| XX Building Permit: No. <u>M-1586516</u><br><input type="checkbox"/> Master Development Plan (MDP)<br>(Formerly POADP) No. _____<br><input type="checkbox"/> MDP/ P.U.D. Plan<br>(Combination) No. _____<br><input type="checkbox"/> Master Plan Community District (MPCD)<br>No. _____<br><input type="checkbox"/> Manufactured Home Park Plan (MHPP)<br>No. _____<br><input type="checkbox"/> Flexible Development District No. _____ | <input type="checkbox"/> Military Airport Overlay Zone (MAOZ) No. _____<br><input type="checkbox"/> P.U.D. Plan<br>No. _____<br><input type="checkbox"/> Mixed Use District (MXD)<br>No. _____<br><input type="checkbox"/> Traditional Neighborhood Development (TND)<br>No. _____<br><input type="checkbox"/> Pedestrian Plan (PP) No. _____<br><input type="checkbox"/> Plat No. _____<br><input type="checkbox"/> Urban Development (UD)<br><input type="checkbox"/> Farm and Ranch (FR) |
| <input type="checkbox"/> Rural Development (RD)<br><input type="checkbox"/> Mixed Light Industrial (MI-1)   |   |

**City of San Antonio Planning & Development Services**  
**Fair Notice Form**  
 (Cont'd)

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**The following projects require a site plan.**

A site plan shall include, lot layout, general building footprint with approximate square footage of building(s), impervious cover, and land use.

\*XX SAWS/ Utilities No. 95-061 \*  Category Determination Letter from SAWS: \_\_\_\_\_

\*  CPS Energy/ Utilities No. \_\_\_\_\_ \*  Other: \_\_\_\_\_

\*  Application for Letter of Certification (LOC) (Subdivision Plat No. issued): \_\_\_\_\_

**The following single plat projects require a site plan:**

- \*  Multi-Family                      \*  Commercial                      \*  Office                      \*  Industrial
- \*  Multiple Land Use Projects (Complete # 7)                      \*  Entertainment                      \*  Special District
- \*  Other: \_\_\_\_\_

A site plan is not required for single phase/single plat Single – Family residential projects.

**7. For all site plans please complete the following:**

(a) **Single - Family:** Land Allocation in Square Feet & Acreage \_\_\_\_\_  
 Use Allocation in Square Feet & Acreage \_\_\_\_\_  
 Density \_\_\_\_\_  
 Impervious Cover \_\_\_\_\_

(b) **Multi -Family:** Land Allocation in Square Feet & Acreage 252,518 (5.797 Acres)  
 Use Allocation in Square Feet & Acreage 252,518 (5.797 Acres)  
 Density 22 Units to the acre  
 Impervious Cover 4.637 acres

(c) **Commercial:** Land Allocation in Square Feet & Acreage \_\_\_\_\_  
 Use Allocation in Square Feet & Acreage \_\_\_\_\_  
 Impervious Cover \_\_\_\_\_

(d) **Office:** Land Allocation in Square Feet & Acreage \_\_\_\_\_  
 Use Allocation in Square Feet & Acreage \_\_\_\_\_  
 Impervious Cover \_\_\_\_\_

(e) **Industrial:** Land Allocation in Square Feet & Acreage \_\_\_\_\_  
 Use Allocation in Square Feet & Acreage \_\_\_\_\_  
 Impervious Cover \_\_\_\_\_

(f) **Entertainment:** Land Allocation in Square Feet & Acreage \_\_\_\_\_  
 Use Allocation in Square Feet & Acreage \_\_\_\_\_  
 Impervious Cover \_\_\_\_\_

(g) **Other Special District(s):** Land Allocation in Square Feet & Acreage \_\_\_\_\_  
 Use Allocation in Square Feet & Acreage \_\_\_\_\_  
 Impervious Cover \_\_\_\_\_

City of San Antonio Planning & Development Services

**Fair Notice Form**

(Cont'd)

DEVELOPMENT SERVICES RECEIVED

8. Project Name: Carmel Canyon Apartments / Utility Service Agreement # 95-06 **2010 MAR 24 AM 9:51**

Property Description: 11727 Culebra Road, San Antonio, Texas 78254

Owner: WCH Holdings, LP Phone: (210) 829-7272 Fax: (210) 829-7275

Address: 100 NE Loop 410 Suite 1220 City: San Antonio State Texas Zip Code: 78216

Agent: Wayne Harwell - Mgr of the GP Phone: (210) 829-7272 Fax: (210) 829-7275

Address: 100 NE Loop 410 Suite 1220 City: San Antonio State Texas Zip Code: 78216

Applicant: Phone: Fax:

Address: City: State Zip Code:

Engineer/Surveyor: MBC engineers Phone: (210) 545-1122 Fax: (210) 545-9302

Address: 1035 Central Parkway North City: San Antonio State Texas Zip Code: 78232

Contact Person Name: Dave Allen E-mail: dallen@mbcengineers.com

Phone: (210) 545-1122 Fax: (210) 545-9302

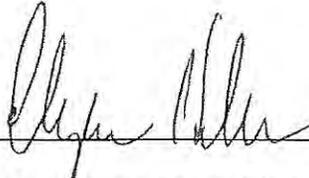
**Site is over/within/includes:**

Edwards Aquifer Recharge Zone:  Yes  No San Antonio City Limits:  Yes  No

Council District: 6 School District: NSIDSC Ferguson map grid: 545

**Owner or Authorized Representative:**

I certify that this Fair Notice form is true and accurate.

Print Name: Wayne Harwell Signature: 

Address: 100 NE Loop 410 Suite 1220 City: San Antonio State Texas Zip Code 78216

E-mail: Wayneh@wayncharwell.com

**NOTE: To be valid, all fields must be completed.**

**Exhibit to the Fair Notice Form**

Site Plan

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**RD#10-02-005 Appeal**



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**Exhibit to the Fair Notice Form**

Timing and Phasing Plan – Site Plan is attached. The project is to be built at one time.

Provision for Utility services – Utilities are installed for this project under Utility Service Agreement 95-061 (Attached)

The conditions authorized to proceed – the building permit is waiting final approval at this time.

Permits will lapse under the agreements attached.

**R D# 10 - 02 - 005 Appeal**

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2010 MAR 24 AM 9:52

**PRELIMINARY ENGINEERING REPORT**  
**PROPOSED WESTWOOD SUBDIVISION**  
**FM 1604/CULEBRA ROAD**

Prepared For:  
Wayne Harwell Properties, Inc.  
San Antonio, Texas

November 17, 1994

Vickrey & Associates, Inc.  
7334 Blanco Road, Suite 109  
San Antonio, Texas 78216  
(210) 349-3271



*W. D. Vandertulip*  
11/17/94

**RD#10-02-005 Appeal**

PRELIMINARY ENGINEERING REPORT  
PROPOSED WESTWOOD SUBDIVISION

DEVELOPMENT SERVICE  
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INTRODUCTION

Westwood Subdivision is located in the north quadrant of FM 1604 and FM 471 (Culebra Road as shown on Sheet 1 and 2, Preliminary Master Water Plan and Preliminary Master Wastewater Plan, respectively. The 161.085 acre tract includes Tracts 2 and 3 identified on the Developer-Customer drawing (Figure 1) prepared by San Antonio Water System (SAWS) for the November 1, 1994 Board meeting. Tracts 2 and 3 are proposed to be developed first into 280 (73.317 acres) and 151 (35.283 acres) single family residential lots. The SAWS Board commitment for water service includes Tract 1, a 238.81 acre tract immediately west of Tract 3 that will be addressed separately. Sewer service is requested for the entire 417.7 acre tract included in the attached Metes & Bounds Property Description.

WATER SERVICE

The proposed development is consistent with the SAWS Preliminary Engineering Report. Water service is required first for 280 lots on Tract 2 and 151 lots on Tract 3. The lot count matches the Developer request for Tract 2 and is below the original 175 equivalent dwelling unit (EDU) request for Tract 3. As design proceeds on Tract 3, some additional acreage likely will be reclaimed from the flood prone areas and increase the current projection near the original request.

Tract 2 will include two 8 inch connections to the existing 36 inch main along the west right-of-way of FM 1604. Water distribution is proposed to be accomplished by a looped 8 inch main with interconnected 6 inch distribution grid. Tract 3 will include two 8 inch connections to an existing 20 inch main along the south right-of-way of FM 471 - Culebra Road. An internal 8 inch diameter loop will be supplemented by 6 inch mains to serve the balance of the subdivision. Connections to both SAWS transmission mains are consistent with the SAWS report (Figure 1).

WASTEWATER SERVICE

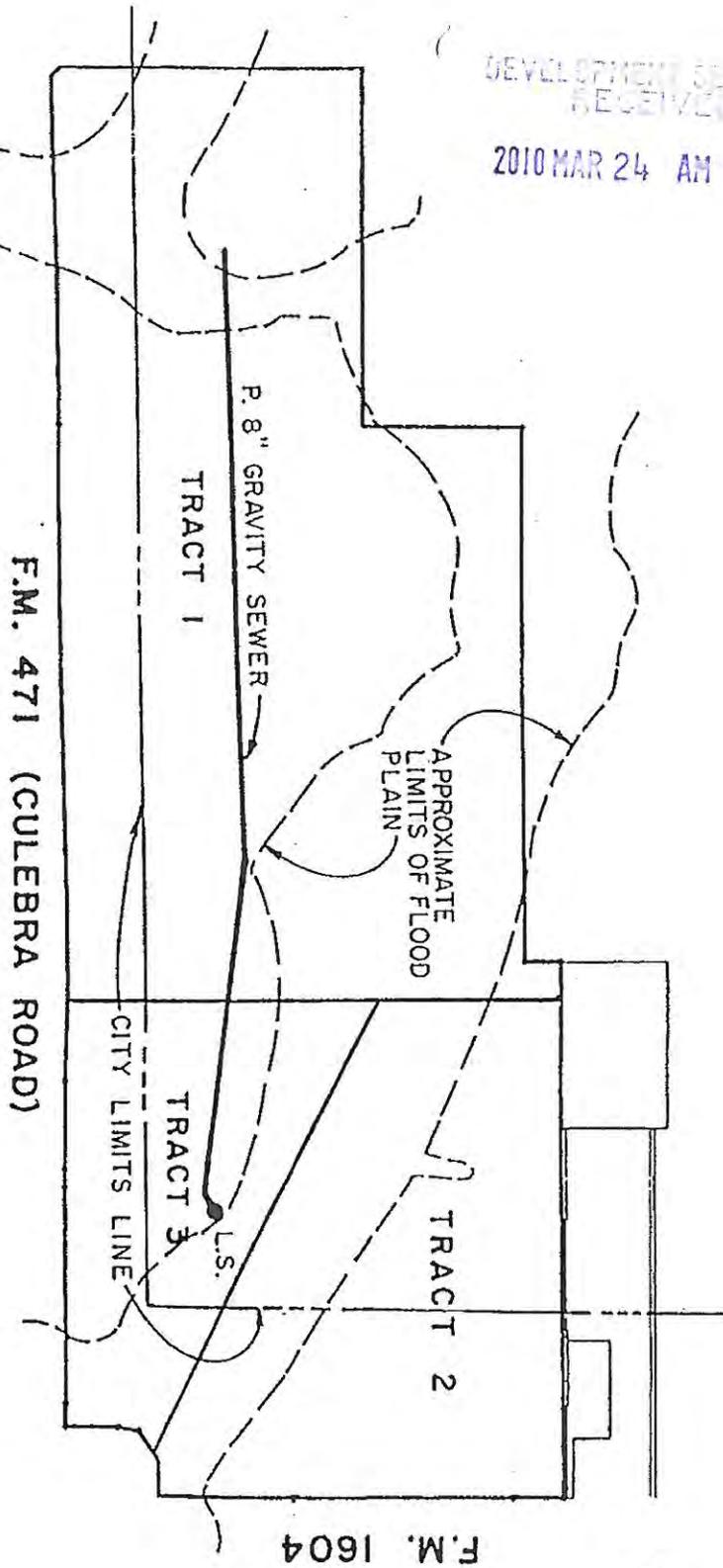
Gravity sewer service will be provided initially for Tracts 2 and 3 to a proposed on-site lift station. This location is consistent with the location of a proposed 8 inch gravity main in our June 1992 - Phase B Report, Culebra Creek Lower Service Area. Discussions with SAWS Wastewater Engineering indicate an alternate location downstream is being considered by others for the regional lift station. This service concept is also based on direction to transport the wastewater generated from this development to the proposed Culebra Creek Treatment Plant site, immediately north of Tract 2. The proposed lift station can serve Tracts 2 and 3 initially with a projected total design flow of 136,500 gallons per day (GPD) and peak flow rate of 341,250 GPD. Service to the entire 417.7 acre tract will provide capacity for 1132 EDU's with average daily flow of 339,600 GPD.

Gravity service in Tract 2 will collect at a siphon structure on the north side of Culebra Creek and siphon to the lift station on the southside of the creek with approximately five foot of head. Gravity service for Tract 3 will drain to the lift station. A sanitary sewer easement will be provided

RD#10-02-005 Appeal

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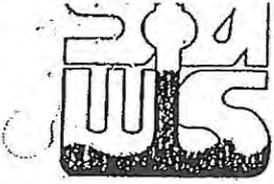


SCALE: 1"=1000'



VICKREY & ASSOCIATES, INC.  
ATTACHMENT 1  
O S A SEWER SERVICE CONTRACT  
417.77 ACRE HARWELL TRACT

RD#10-02-005 Appeal



San Antonio Water System

DEVELOPMENT SERVICES  
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2010 MAR 24 AM 9:52

November 10, 1994

Mr. Wayne Harwell  
Wayne Harwell Properties, Inc.  
PO Box 17065  
San Antonio, TX 78217-7272

Dear Mr. Harwell:

Re: Water Service to a 238.81-Acre Tract, 99.91-Acre Tract  
and a 60.89-Acre Tract Along FM 1604 and Culebra Road  
(SAWS Project File A-7821)

The San Antonio Water System Board of Trustees on November 1, 1994 approved extension of water service to the referenced properties on a developer customer basis as provided for in the Board's Regulations for Water Service, applicable amendments to the Regulations, and any other applicable local, state, and federal regulations. The approval was based on the staff recommendations and conditions contained in the Engineering Report on the feasibility study dated November 1, 1994 of which a copy is enclosed.

This water service commitment will require the developer to provide the total funding of all necessary on-site facilities, contribute the flow impact fee in effect at the time of plat application for each subdivision unit, and contribute the system development impact fee in effect at the time of plat application for each subdivision unit.

The total commitment for water service is subject to the availability of a water supply. The San Antonio Water System will honor this commitment for a period of three (3) months from November 1, 1994. This commitment will expire if not exercised during this period.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Wayne Bitzkie'.

Wayne Bitzkie, Manager  
Mains and Services Division

Attachment

1001 E. MARKET ST. P.O. BOX 2449 SAN ANTONIO, TEXAS 78298-2449 210-704-7297

RD#10-02-005 Appeal

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PRELIMINARY ENGINEERING REPORT  
ON THE FEASIBILITY OF  
THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES  
PROVIDING WATER SERVICE TO  
THE 238.81-ACRE TRACT, A 99.91-ACRE TRACT, AND A  
60.89-ACRE TRACT ON FM 1604 & CULEBRA ROAD

November 1, 1994

- I. Mr. Wayne Harwell has requested, on behalf of Culebra 1604 Joint Venture, that the San Antonio Water System provide water service to a 238.81-acre tract, a 99.91-acre tract, and a 60.89-acre tract located along Culebra Road and FM 1604. A copy of the letter requesting water service is attached.
- II. The three tracts are located on the northwest corner of FM 1604 and Culebra Road, within the Board's service area, and both inside and outside of the city limits. The tracts' locations are also illustrated on the attached sketch. The tracts are not located over the Edwards Aquifer Recharge Zone.
- III. The tracts are planned to be developed for single family residential use. Each tract's ultimate water demand is summarized below:

238.81-Acre Tract	-	677 EDUs
99.91-Acre Tract	-	280 EDUs
60.89-Acre Tract	-	<u>175 EDUs</u>
Total	-	1,132 EDUs

Water supply to the tracts will be from Service Level 7.

- IV. To supply water for domestic needs and fire protection consistent with the Board's Criteria, each separate tract requires the flow capacity of the following mains:

238.81-Acre Tract	-	16-inch Main
99.91-Acre Tract	-	12-inch Main
60.89-Acre Tract	-	12-inch Main

The cumulative flow capacity requirements can be accommodated in an existing 36-inch main on FM 1604 and an existing 20-inch main on Culebra which border the tracts. The developer will be required to install all necessary on-site facilities in accordance with the Board's Regulations and at his total cost.

- V. In accordance with the Board's Regulations, payment of a flow impact fee is required to reimburse the Board for distribution facility capital improvements made within the service area after February 2, 1984, and which were installed to supply water to new customers. The flow impact fee will be assessed in accordance with the most current approved fee schedule in effect at the time of plat application for each subdivision unit.

RD#10-02-005 Appeal

Based on the current charge of \$177 per equivalent dwelling unit (EDU), the flow impact fee for each tract is summarized below:

283.81-Acre Tract	-	\$119,829
99.91-Acre Tract	-	\$ 49,560
60.89-Acre Tract	-	\$ <u>30,975</u>
Total	-	\$200,364

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- VI. Also, in accordance with the Board's Regulations, payment of a system development impact fee is required to reimburse the Board for transmission and production facility capital improvements made within Service Level 7 after February 2, 1984, and which were installed to supply water to new customers. The system development impact fee will be assessed in accordance with the most current approved fee schedule in effect at the time of plat application for each subdivision unit. Based on the current charge of \$170 per EDU in Service Level 7, the total system development impact fee for each tract is summarized below:

283.81-Acre Tract	-	\$115,090
99.91-Acre Tract	-	\$ 47,600
60.89-Acre Tract	-	\$ <u>29,750</u>
Total	-	\$192,440

- VII. It is recommended that Mr. Wayne Harwell, be informed that the San Antonio Water System can provide water service to the 238.81-acre tract, the 99.91-acre tract, and the 60.89-acre tract on a developer customer basis as provided for in the Board's Regulations, applicable amendments to the Regulations, and any other applicable local, state and federal regulations. Such a water service commitment will require the applicant to provide the total funding of all necessary on-site facilities, contribute the flow impact fee in effect at the time of plat application for each subdivision unit, and contribute the system development impact fee in effect at the time of plat application for each subdivision unit. Additionally, the total commitment for water service is subject to the availability of a water supply. It is further recommended that this commitment for service be honored for a period of three months, and if not exercised during that period, the water service commitment will expire.

*Donald L. Pollard*

Donald L. Pollard, P.E.  
Director of Waterworks Engineering

Attachments

**RD#10-02-005 Appeal**

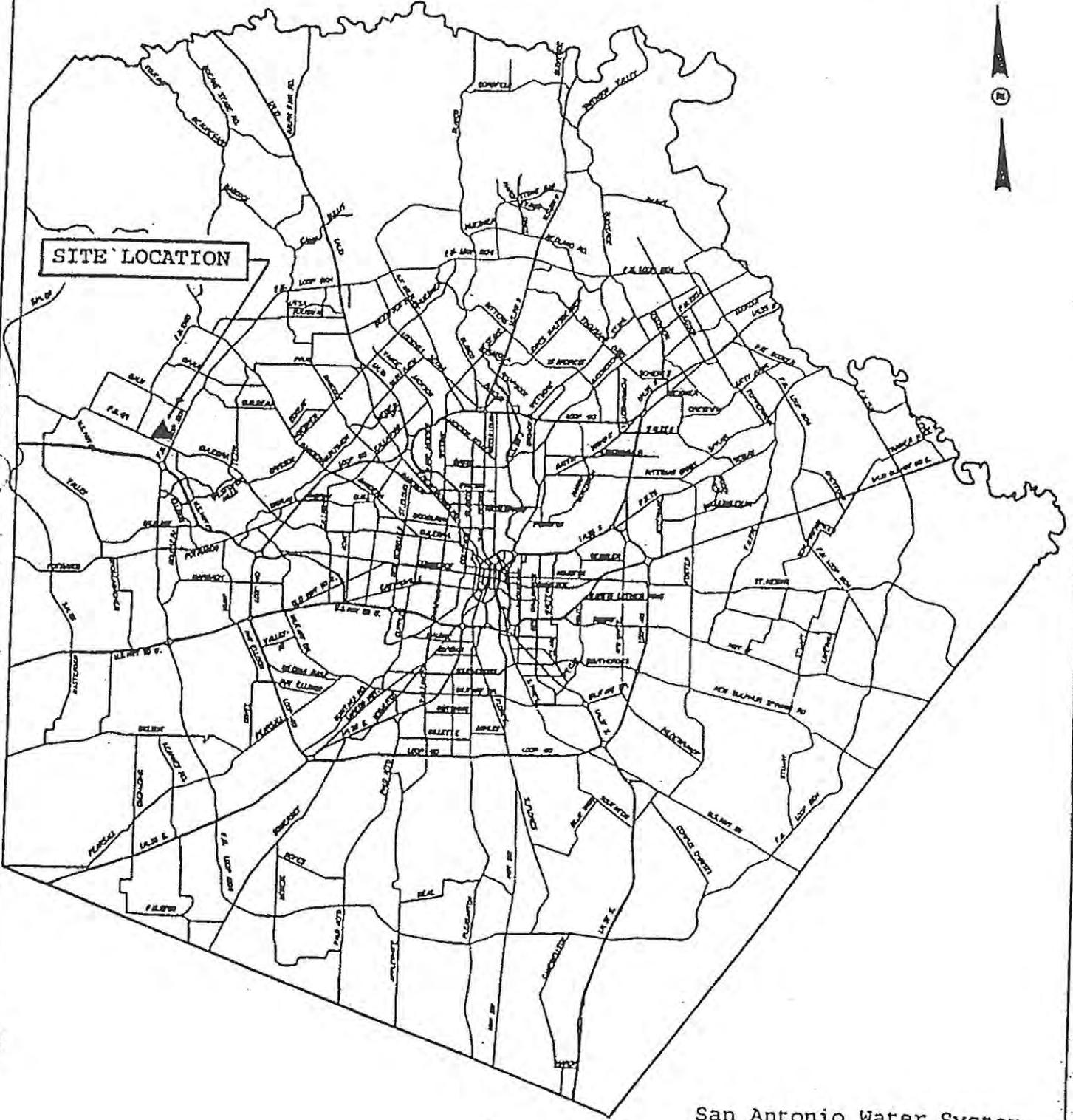
DEVELOPER-CUSTOMER  
238.81, 99.91, & 60.89-ACRE  
FM LOOP 1604 & CULEBRA ROAD TRACTS  
(A-7821)

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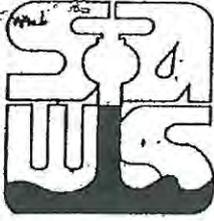


SITE LOCATION



San Antonio Water System  
San Antonio, Texas  
November 1, 1994

RD#10-02-005 Appeal



San Antonio Water System

DEVELOPER SERVICES  
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2010 MAR 24 July 18 5 52 1995

Wayne Harwell Properties  
P.O. Box 17065  
San Antonio, Texas 78217

Attn: Wayne Harwell, President

RE: AN ORIGINAL OSA SANITARY SEWER SERVICE CONTRACT FOR WAYNE HARWELL PROPERTIES, FOR THE PROPOSED WESTWOOD SUBDIVISION, A 417.7 ACRE TRACT OF LAND LOCATED NORTHWEST OF WEST LOOP 1604 AND F.M. 471 (CULEBRA ROAD), IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

Dear Mr. Harwell:

Enclosed you will find an original executed OSA Sewer Service Contract for Wayne Harwell Properties, which was passed and approved on April 4, 1995 by the San Antonio Water System's Board of Trustees through Resolution #95-061.

Should you require further assistance, please call Santa G. Rivas at (210)704-7185.

Sincerely,

A handwritten signature in cursive script that reads "Jose R. Limon".

Jose R. Limon, Manager  
Developer Services Division  
Infrastructure Planning

Department

Attachment: Original Sewer Service Contract

cc: File

RESOLUTION NO. 35-061

REVENUE SERVICES  
RECEIVED

2010 MAR 24 AM 9:52

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER TO EXECUTE A SANITARY SEWER SERVICE CONTRACT WITH WAYNE HARWELL PROPERTIES, INC.

WHEREAS, Wayne Harwell Properties, Inc., plans to develop an approximate 417.7 acre tract of land located within the Outer Service Area (OSA); and

WHEREAS, it is in the public interest for wastewater generated from the tract to be collected and/or treated by the San Antonio Water System; and

WHEREAS, the San Antonio Water System shall provide such service in accordance with the provisions of Chapter 395, Local Government Code, V.T.C.A., and Article V, Impact Fees of Chapter 35, the Unified Development Code of the City Code of the City of San Antonio (The Impact Fee Ordinance); and

WHEREAS, the City's Impact Fee Ordinance provides for the execution of a contract between Wayne Harwell Properties, Inc. and the San Antonio Water System for the provision of sewer service to the tract; and

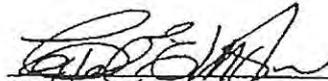
WHEREAS, the terms and conditions of such contract shall be subject to amendment in the event the San Antonio Water System adopts or amends further requirements to the City's Impact Fee Ordinance; now; therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the President/Chief Executive Officer, Joe A. Aceves, P.E., is hereby authorized to execute a sanitary sewer service contract with Wayne Harwell Properties, Inc., to provide sewer service to a 417.7 acre tract generally located northwest of West Loop 1604 and F.M. 471 (Culebra Raod), in San Antonio, Bexar County, Texas.

2. This Resolution should take effect immediately from and after its passage.

PASSED AND APPROVED this 4th day of April, 1995.

  
Clifford E. Morton, Chairman

ATTEST:

  
Christina L. Garcia, Secretary

RD#10-02-005 Appeal

OSA Sewer Service Contract

DEVELOPMENT SERVICES

2010 MAR 24 AM 9:52

STATE OF TEXAS )  
                          )  
COUNTY OF BEXAR )

This Contract, entered into by and between the San Antonio Water System Board of Trustees, a water, wastewater, and water re-use agency of the City of San Antonio established and created pursuant to the provisions of Ordinance No. 75686 and Texas Revised Civil Statutes Annotated Article 1115, acting by and through its President and Chief Executive Officer (CEO), or his authorized representative pursuant to Resolution No. 95-061, hereinafter called "System", and Wayne Harwell Properties, Inc., acting by and through Wayne Harwell, President, herein after called "Developer", together called the Parties,

WITNESSETH:

Whereas, the Developer plans to provide sewer service to an approximately 417.7 acre tract of land located in the Outer Service Area (OSA), such tract being shown on the map attached hereto as Attachment #1, and described by metes and bounds in Attachment #2, hereinafter called "tract"; and

Whereas, upon approval by the appropriate regulatory agencies, the project shall be initially served by a temporary package treatment plant to be provided by the System; and

Whereas, the System anticipates constructing a permanent regional treatment plant facility to serve not only this project tract but the entire Culebra Creek Watershed area within a three year period; and

INITIALS SP  
DATE 3/28/95

RD#10-02-005  
Appeal

INITIALS W  
DATE 3/29/95

Whereas, it is in the public interest for wastewater generated from the tract to be collected and/or treated by the System; and

Whereas, the System shall provide such service in accordance with the provisions of Chapter 395, Local Government Code, V.T.C.A., codified as the Unified Development Code (UDC), Chapter 35, Article V, Impact Fee, of the City Code of the City of San Antonio (The Impact Fee Ordinance); and

Whereas, the City's Impact Fee Ordinance provides for the execution of a contract between the parties to provide sewer service to the tract; and

Whereas, the terms and conditions of such contract shall be subject to amendment in the event the City adopts or amends further requirements to the City's Impact Fee Ordinance;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. DEFINITIONS

- A. Code. City Code of the City of San Antonio, Texas and amendments thereto.
- B. Designated Regional Agent Boundary. By the authority of the Texas Water Quality Board Order No. 72-0120-11 passed and approved on January 20, 1972, as amended and as may be amended, the City of San Antonio was designated as the responsible governmental agency to construct, operate, and maintain sewerage systems within a defined geographic Regional Agent Boundary area approximately 360 square miles.
- C. Developer. Owner of the project, his subsequent purchasers, successors, and/or assigns.
- D. President/CEO. The President and Chief Executive Officer of the San Antonio Water System or his designated representative.
- E. Project or Tract. An approximately 417.7 acre tract of land situated in the Outer Service Area, and generally located northwest of West Loop 1604 and F.M. 471 (Culebra Road, in San Antonio, Bexar County, Texas.

INITIALS ASR  
DATE 3/28/95

2

RD#10-02-005  
Appeal

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DATE 3/28/95

- F. Off-site. Any Structure, facility, equipment, or installation, the purpose and function of which is to receive wastewater from the Project's internal collection system and to transport, treat, and ultimately discharge that wastewater to a receiving stream at a permanent location as determined by the System. All systems between the on-site system and the receiving stream, and the on-site systems, other than properly sized gravity lines, shall be considered temporary facilities until such system(s) are determined by the President/CEO to be an integral part of the System's regional sewerage system. Examples of off-site facilities include, but are not limited to the following: pump, truck, haul and treat operations; temporary treatment plants; lift station and force main systems; gravity flow mains; permanent regional wastewater plants and supporting facilities and improvements or approved modifications to existing facilities, such improvements or approved modifications as more fully defined in Section I.I. Unless otherwise specified in writing by the President/CEO, the City Code and its amendments shall govern the design and construction of the off-site facilities.
- G. On-site. Any structure, facility, equipment, or installation that collects and transports wastewater generated from within the Project to the off-site system at a designated point. The City Code and its amendments shall govern the design and construction of the on-site facilities. If on-site public sewerage facilities are required, such on-site public sewerage facilities must be located in adequately sized, and appropriately dedicated public right-of-way in accordance with applicable sections of the City Code.
- H. Master Plan. A document submitted by the Developer to the President/CEO that includes, but is not limited to the following: the overall project boundaries, phases of development, schedule of development phases, projection of wastewater flows anticipated to be generated at each development phase; detailed descriptions of sewerage facilities (off-site and on-site) projected to be built during each development.
- I. Improvements or Approved Modifications. Improvements or approved modifications to existing facilities that are determined by the President/CEO to be required in order to accommodate the flows generated by the Project.

## II. GENERAL TERMS AND CONDITIONS

The Parties hereto understand and agree that this sewer service contract and such capacity and credits created hereunder are deemed to attach to the real estate shown in Attachment 1 and

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described in Attachment 2, for the use, benefit and value of such real estate. It is the intent of the parties that the Unified Development Code, Chapter 35, Article V, of the City Code and any amendments, revisions, recodification thereto read together with the specific provisions of the Contract are meant to be cumulative in effect and/or application. In the event of a conflict in effect and/or application between the specific provisions of this Contract and Chapter 35, Article V, of the City Code and any amendments, revisions, recodification thereto, the provisions of this Contract shall control. The parties further agree to the following general terms and conditions;

- A. If determined to be applicable by the President/CEO, the Developer hereby agrees to submit to the President/CEO, a Project Master Plan, an Engineering Report, and a Water Plan. The Water Plan shall substantively address proposed techniques to be implemented with the Project for the purposes of both short term and long term water re-use and water conservation within the watershed (see Attachment #3 hereto as may be amended). The submittal of such Project Master Plan, Engineering Report and Water Plan shall be a condition precedent to receiving plat approval for recordation and initial sewer service. It is expressly understood and agreed by the Developer that this initial Master Plan, Engineering Report and Water Plan, along with subsequent amendments and revisions to same should they occur, are included instruments to this Contract and are binding upon the Developer for the purpose of demonstrating to the President/CEO proposed and actual land uses and the resulting sewage flows reasonably expected to be generated from such land uses. Developer further agrees to modify such instruments as may be reasonably required by the President/CEO and to provide the President/CEO with subsequent updated revisions of the Master Plan, Engineering Report and/or Water Plan made independently by Developer.
- B. Any Development within the Project tract shall be in accordance with Chapter 35 (with the specific exception on Subsection (d) of Section 35.4266, "On-site mains") of the City Code, and any amendments, revisions, recodification thereto that specifically relates to land use, occupancy, and resulting wastewater flows. (This section does not place the land within the Project tract under the jurisdiction of the City's zoning authority; such jurisdiction authority shall only be acquired upon annexation).
- C. The developer understands that the sanitary sewer service to the project will be by temporary package treatment plants to be owned and maintained by the San Antonio Water System.

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The Developer's plat approval and sewer service to the project are conditioned upon the permit amendment approval by the appropriate regulatory agency.

The permit amendment application to the Texas Natural Resource Conservation Commission (TNRCC) will address a 120,000 gallon per day facility.

The prerequisite permit amendment approval process is more thoroughly detailed in Section IV, F herein.

- D. In the event that the appropriate regulatory agency(ies) will allow short term interim sewer services to the Project while a temporary package treatment plant is being put into operation, the Developer shall be responsible to provide for interim temporary sanitary sewer pump, truck, haul and treat operations in accordance with the applicable rules and regulations, of Texas Water Development Board as amended or as may be amended.

The Developer shall supply a suitable performance guarantee approved by the President/CEO covering the cost of temporary pump, truck, haul and treat operations for a twelve (12) month period or any portion thereof should the Developer or his agent fail to provide acceptable service.

The Developer shall supply a suitable performance guarantee approved by the President/CEO covering the cost of temporary pump, truck, haul and treat operations for a twelve (12) month period or any portion thereof should the Developer or his agent fail to provide acceptable service.

In the event the System has the necessary and available manpower and equipment resources to provide this temporary service, the System may supply the temporary pump, truck, haul and treat operations as set out herein. In the event the System does supply such service, upon the request of Developer and with prior approval by the appropriate regulatory agency(ies), and in accordance with the rules and regulations of the applicable Edwards Board Order as amended or as may be amended, the rate of compensation shall be reflective of the cost of supplying such service to the Developer as determined by the President/CEO. The conditions upon which the service shall be provided to Developer are the following:

1. The flows generated by the Project shall not exceed a maximum daily average of 10,000 gallons per day or a maximum peak hourly flow rate of 7.0 gallons per minute.
2. In no event shall such pump, truck, haul and

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treat operation exceed the service period of 12 months from the inception of the service.

- 3. The Developer must, as a further condition to receiving this service, provide and maintain at his expense, adequate holding tank facility(ies) and all-weather access site(s) approved by the President/CEO or his designated representative.
  - 4. Timely payment of the then current monthly service charge for pump, truck, haul and treat operations in accordance with a schedule to be determined by the President/CEO.
- D. Developer shall be assessed an impact fee for both collection and treatment prior to plat approval. The impact fee assessment shall be calculated in accordance with the following criteria:

Treatment Component	\$750.00 per EDU
Collection Component	\$165.00 per EDU

915.00

An EDU (equivalent dwelling unit) is equal to seven hundred fifty (750) gallons per day of peak wastewater flow and three hundred (300) gallons per day of average wastewater flow.

Developer shall pay a portion of the assessed amount for the collection component of the impact fee prior to plat recordation if such assessed amount is greater than the actual design and construction costs of the off-site line to be built by Developer (as more thoroughly detailed in Attachment #4 herein). In such case, the Developer shall only pay an impact fee amount equivalent to the difference between such amounts.

In the event the actual design and construction costs of the off-site line built by the Developer is greater than the assessed amount of the collection component of the impact fee, then the Developer shall earn credits in accordance with Section IV, Credits, herein.

Developer shall both be assessed and be required to pay the entire treatment component of the impact fee in accordance with the rate set out herein.

Any impact fee Developer shall pay is subject to the right to refund provisions of Chapter 395 of the Local Government Code, V.T.C.A. and the City's Impact Fee Ordinance.

- E. In accordance with the applicable impact fee statutes and ordinances, upon acceptance of an impact fee, the System

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shall be obligated to supply sewer service to the Developer within a five (5) year period. The above notwithstanding, it is specifically acknowledged and agreed to by both parties that, in accordance with Chapter 395, Local Government Code, V.T.C.A., such obligation to provide sewer service within such five (5) year period does not require the construction of a specific facility to provide such sewer service.

- F. The parties hereto understand and agree that in no event shall the combined capacity of the temporary package treatment plant exceed 120,000 gallons per day. The plant shall be temporary in nature and it is the intent of the San Antonio Water System to construct a permanent treatment plant facility to serve the tract.

When a permanent regional wastewater system for the Culebra Watershed is constructed, the wastewater flows from the tract in an amount equivalent to the projected daily volume of sewage for which an impact fee has been paid, shall be connected to such system without additional cost to the Developer.

III. SANITARY SEWER MAINS, OVERSIZING AND LIFT STATIONS

A. Main Sizing, Grade and Elevation

Developer shall prepare an engineering report covering the on-site and/or off-site sewer systems to be constructed to serve the tract including adequate provisions of right-of-way, to ultimately connect the Project to permanent off-site wastewater transportation and treatment facilities which are a part of the System's regional wastewater transportation and treatment system. The System shall review such report and make determination as to its total adequacy and suitability. The System's approval in all respects as to system location, size, grade and invert elevation is a condition precedent to any further obligation of the System.

B. Oversizing

The System shall have the right to request the oversizing of both the on-site and/or off-site facilities by the Developer, and shall so notify the Developer, in writing, at the time of approval of the Engineering Report.

The construction cost for the System's required oversizing is to be ascertained and agreed to by the System and Developer prior to any construction of the on-site and/or off-site systems. If the Developer consents in writing to such oversizing, the Developer shall receive credits for such oversizing in accordance with Section V herein.

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Should Developer desire to have capacity in the system in excess of that required by Developer, then Developer shall have the right, with the System's prior approval, to oversize any line at Developer's cost. Such additional capacity shall be agreed upon by Developer and the President/CEO, in writing, prior to any construction of oversize lines.

C. Ownership and Operation

Developer shall dedicate, grant and convey all right, title and interest of the Developer in both the realty and personalty associated with the on-site and/or off-site systems to the System upon their completion and acceptance by the System. The System shall thereafter own, operate, and maintain said systems.

D. Recognition of Vested Rights

Developer shall acquire a vested right to capacity in the off-site sanitary sewer collection and treatment system servicing the tract in the amount established in Subsection E. herein, upon payment of the collection and/or treatment component of the impact fee as set out in Section II.D., hereinabove.

E. Capacity

1. The flow generated from the approximate 417.7 acre tract shall not exceed a maximum average daily flow of 339,600 gallons per day of average flows, which equates to 1,132 EDUs.
2. Proposed land uses shall be indicated on the Developer's Project Master Plan at the time of plat approval and shall be periodically updated by Developer as further provide in Section II.A., above herein.
3. The President/CEO or his designated representative, shall evaluate the Developer's projected maximum capacity needs and make a final determination of the maximum allowable capacity flows prior to any plat approval.
4. The System shall maintain accurate records regarding the Developer's capacity rights in the off-site system, and in the event the Developer exceeds those rights as a result of any subsequent platting, replatting of tract properties, the System shall have the right to either deny plat approval or refuse to accept flows into the regional wastewater transportation and treatment system that are in excess of the capacity rights reserved to the Developer.

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5. The above notwithstanding, the System shall have the right to connect wastewater flows from other developments to Developer's on-site and/or off-site systems, regardless of whether such systems are oversized to accommodate such additional flows only in accordance the terms and conditions of Section 35-5028 of the Unified Development Code and any amendment, revisions, recodification thereto.

F. Sewer Lift Stations and Pressure Mains

It is expressly recognized that the tract may be situated in more than one drainage sub-basin and that the Developer may seek approval to install on-site and/or off-site pressure main and lift station systems to serve the tract subject to prior approval by the President/CEO. Should Developer so elect, and the President/CEO so concur, all systems shall be designed and constructed at Developer's total expense and at no cost to the System. The Developer may have the option of constructing gravity off-site lines so as to develop preferred gravity flows and eliminate the necessity for the pressure mains and lift stations, subject to prior approval by the System of all design, plans and construction of such systems.

In the event that prerequisite approvals to install on-site and/or off-site pressure main and lift station systems are secured by Developer, the Developer shall establish a fund as approved by the System's Legal Attorney and the Vice President of Finance for each pressure main and lift station system constructed to serve any property within this tract. The creation and approval of said fund shall be a condition precedent for approval by the System, of the plat of the properties for which the pressure main and lift station system shall be constructed to serve. This fund shall guarantee the payment of a minimum annual fee of \$4,600.00 to the System for each pressure main and lift station system constructed to serve property within said tract for a period of ten (10) years following the post-construction acceptance date of each pressure main and lift station system. This minimum annual fee may be adjusted in the event that the System formally adopts a new pressure main and lift station system operation and maintenance fee schedule.

IV. MONTHLY SERVICE FEES, WATER PURVEYOR CONTRACT, INDUSTRIAL WASTES

A. Cost of Treatment

Upon completion of the on-site and/or off-site systems, the System shall be reimbursed monthly for the treatment and disposal of all flows generated by the Project in accordance with the following requirements:

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1. Water Service by the System

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In the event water service to a subdivision plat within the tract is provided by the System, the amount of the monthly sanitary sewer service fees for the collection and treatment of wastewater will be those charged to the various customer classifications as set out by City ordinance, with collection thereof being the responsibility of the System.

2. Water Service by Other than the System

In the event water service to a subdivision plat within the tract is not provided by the System, the amount of the monthly sanitary sewer service fees for the collection and treatment of the wastewater will be those charged to the various customer classifications as set by City ordinances, with the billing and collection thereof on behalf of the System, being the responsibility of the water purveyor. In order to facilitate this arrangement, Developer is required to insert into any service agreement with whatever water purveyor is to supply water services to a subdivision plat within the tract, a provision requiring said water purveyor to enter into a Contract with the System to bill and collect the System's monthly sanitary sewer services fees and transmit said fees to the System, all in accordance with a standard System purveyor contract. Pursuant to the System purveyor contract terms, the water purveyor shall advise all sanitary sewer service customers that delinquent non-payment of any of the System's sewer fees will call for possible termination of water service in the event that all Administrative remedies of appeal set forth in the City's Sewer User Ordinance No. 67918, as may be amended, are either exhausted or waived by the customer. The System shall not be obligated to approve any plat within the Developer's tract unless and until the water purveyor has executed a contract with the System to provide sanitary sewer service billing and collection services.

B. Enforcement of Industrial Waste Ordinance

The Developer shall cause to be recorded in the deed and plat records of Bexar County, a restrictive covenant covering the entire tract. This restrictive covenant shall run with the land in the tract herein described. Such covenant shall contain language expressly granting to the System the right, should the System so elect, to enforce otherwise pursue to the extent provided at law or in equity, the provisions of the City's Industrial Waste

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Ordinance No. 57214, as amended or as may be amended (codified as Chapter 34, Article III, Division 2 of the City Code). The System's right shall include, to the extent provided at law or in equity, the right to inspection, sampling and monitoring of the collection system to assure ordinance compliance. Recordation of the covenant shall be condition precedent for the System's approval of any plats within said tract. The covenant shall be submitted to the System's Legal Department for review and approval prior to recordation.

V. REIMBURSEMENT AND/OR CREDITS

Developer may earn credits for the design and construction of the off-site sewerage system, including oversizing, in accordance with Chapter 395 of the Local Government Code and Chapter 35, Section 35-5021 of the City Code and any amendments, revisions, or recodification thereto. Pursuant to Chapter 35, Section of the City Code and any amendments, revisions, or recodification thereto, credits earned shall be on an EDU basis and may be transferred in compliance with the requirements of Chapter 35, Section 35-5029 of the City Code and any amendment, revisions, or recodification thereto.

When the Developer anticipates receiving credits from the System for design and as-built construction costs expended by the Developer, Developer agrees to publicly advertise, award, and construct all portions of these off-site system(s) addressed in this agreement. The public advertisement and award of these construction contracts by the Developer shall be in accordance with the following procedures which are required by state law and standard City construction contract practice:

- A. Place an advertisement for bids once a week for two consecutive weeks in the public notices of the classified ad of at least one (1) newspaper having general circulation. Publishers affidavits of the publication shall be furnished to the President/CEO.
- B. Open bids no sooner than 14 days after the first publication of advertisement for bids.
- C. Notify recognized Builder's publications, such as the Builders Exchange and the Dodge Reports and furnish plans and specifications to them for their plan rooms, no less than two (2) weeks before opening bids.
- D. Notify, in writing, the President/CEO, of the time, date and location of bid opening, and the invite his representative to be present at the bid opening.

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- E. Open the bids in public and award the contract to the lowest responsible bidder submitting a responsive bid.
- F. Reject all the bids, if required by the President/CEO.
- G. Submit reproducible plans of record and as-built cost estimates.

VI. DESIGN AND CONSTRUCTION PROCEDURES

A. Design and Construction

All design, as well as construction of on-site and/or off-site sewerage facilities shall be, as a minimum, in accordance with any and all requirements pertaining to wastewater collection and treatment set forth by the Board, City, County of Bexar, State of Texas and any agency or departments thereof having regulatory authority, such as, but not limited to the Texas Water Commission and Texas Department of Health. Additionally, all facilities shall be constructed under the inspection of the System, and until written notice of approval of their construction by the President/CEO, no flows therein shall be accepted by the System for treatment.

- B. The Developer shall be responsible to pay for all costs associated with the design, right-of-way acquisition, materials and construction of wastewater treatment plant effluent transportation pipelines, if any, and related appurtenances, if any, at the point of actual discharge to the receiving stream.
- C. When the Developer anticipates receiving credit from the System for as-built construction costs expended by the Developer to build permanent off-site facilities pursuant to Chapter 395 of the Local Government Code and Chapter 35, Section 35-5021 of the City Code and any amendments, revisions, or recodification thereto, Developer agrees to publicly advertise, award and construct all portions of these off-site system(s) addressed in this agreement, in accordance with Section V, above.

VII. CITY'S OBLIGATIONS OF PERFORMANCE CONDITIONED

The obligations of the System herein to render services for the acceptance and treatment of wastewater from the tract is conditioned upon present rules, regulations, and statutes of the United States of America and the State of Texas and any court orders that directly affect either the System's Regional Wastewater Transportation and Treatment System or the Project's sanitary sewer collection system. Developer recognizes and acknowledges that if the rules, regulations, and statutes of the

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United States of America and/or State of Texas that are in effect upon the execution date of the Contract are ever revised or amended to such an extent that the System may be incapable of or prevented from transporting and/or treating the Project's wastewater, then no liability of any nature is to be imposed upon the System resulting from the System's compliance with such legal or regulatory mandates resulting in the system's inability, refusal or failure to provide transportation and/or treatment of the wastewater generated by the Project due to the above described final actions which are beyond the System's control. The System agrees that it will use its best efforts to prevent the enactment or adoption of such provisions or amendments or the imposition of such Court Order. Nothing herein contained is intended to, or shall create a right in any such state or federal court or agency to enact, adopt, or impose such requirements upon the System to the disadvantage of the Developer. Further, in the event that an administrative or judicial proceeding is commenced either by or against the System concerning the right of the System to perform its obligations hereunder, the system shall move for the joinder of the Developer as a party thereto.

VIII. PRIVATE JOINT VENTURE AGREEMENTS

In the event the Developer enters into a Private Joint Venture Agreement covering the costs for supplying sewer service to said tract, the Developer hereby agrees to send a copy of such agreement to the attention of the President/CEO. However, the System shall not be obligated under this Contract to monitor the proper disbursement of credits between the parties to said Private Joint Venture Agreement.

IX. ASSIGNMENT

No assignment of this Contract in whole or in part shall be made by the Developer without prior written approval by the System in accordance with the following procedure:

- A. Developer shall notify, in writing, the President/CEO evidencing the purpose, intent, terms and effects of the proposed assignment. Developer shall provide the President/CEO with a copy of the proposed assignment.
- B. The President/CEO will review the proposed assignment and shall within thirty (30) days of initial receipt, respond to Developer in writing announcing System's approval, proposed modifications, or disapproval of the proposed assignment.
- C. The System expressly reserves the right to disapprove any proposed assignment for reasonable cause and agrees to provide Developer with a written explanation outlining why a proposed assignment is viewed by the System to be adverse to the Regional Sanitary Sewer System.

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D. Any assignment by Developer executed in violation of this submittal, review and approval procedure is acknowledged by Developer to be void ab initio as to its effects upon the System, and the Developer will continue to be bound by the terms and conditions of this Contract.

E. In the event that the System approves an assignment, the System will acknowledge same in writing within thirty (30) days of receipt of the proposed assignment and at such time will further provide a written release to Developer relieving Developer in whole or in part from further responsibilities under this Contract as appropriately determined by an interpretation of the assignment document.

X. EVENT OF FORECLOSURE

In the event Developer's interest in the property described in Attachment #1 is extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to the City Attorney's office that they are the successor in interest to the property as a result of such foreclosure, and that there are no lawsuits pending concerning the property, the System shall consider the foreclosing party a successor in interest under the following terms and conditions:

- A. The foreclosing party enters into a sewer service contract with the System with the same conditions as the original contract for the remainder of the original contract's term.
- B. The President/CEO states in writing that such new contract will not be adverse to the System's ownership and operation of the Regional Wastewater Transportation and Treatment System.

XI. SEVERABILITY

If for any reason, any one or more paragraphs of this Contract are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of the Contract or the Contract as a whole, but shall be confined to the specific sections, clauses or paragraphs of this Contract held legally invalid.

XII. TERMS OF CONTRACT

The provisions of this Contract shall remain in full force and effect for ten (10) years from the effective date of this Contract. In the event ten (10) years elapse from the effective date of this Contract and Developer has not completed construction of the off-site line and/or not paid all impact fees required herein in order to earn vested rights and credits in accordance with this Contract and the City's Impact Fee

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Ordinance, the parties hereby agree to the following:

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The System will continue to (i) accept project wastewater flows for transportation and treatment; (ii) recognize the Developer's right the remaining unused project capacity; and (iii) exercise the credit procedures set forth herein until all eligible costs are recouped by the Developer's performance record in complying with the provisions of this Contract. If the System is dissatisfied with the Developer's performance record under this Contract, it shall notify the Developer of such dissatisfaction on or before the termination date of the Contract. However, if the System is dissatisfied with Developer's performance, it shall give the Developer at least thirty (30) days to cure such defect in performance.

- B. The parties agree to review the provisions of this Contract for possible amendment and re-execution for a term to be agreed to by the Parties.

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XIII. NOTICES

DEVELOPER SERVICES RECEIVED

Any notice, request, demand, report, certificate, or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO SAN ANTONIO WATER SYSTEM:

SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: JOE ACEVES  
PRESIDENT/CEO

IF TO DEVELOPER:

WAYNE HARWELL PROPERTIES, INC.  
P.O. BOX 17065  
SAN ANTONIO, TEXAS 78217  
ATTN: MR. WAYNE HARWELL, PRESIDENT

or such other address or addresses of which either party may notify the other party. Without affecting the validity of the service of any notice, request, demand, report, certificate or other instruments, copies thereof intended for the parties shall be sent to their respective counsel as follows:

IF TO SAN ANTONIO WATER SYSTEM:

SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: MS. KATHERINE B. CAHILL  
ATTORNEY

IF TO DEVELOPER:

POLUNSKY & BEITEL  
8000 I.H. 10 WEST, SUITE 1600  
SAN ANTONIO, TEXAS 78229  
ATTN: MR. JAY BEITEL  
ATTORNEY

or such other counsel as may be hereafter designated either party from time to time, by written notice to the other party.

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XIV. INCORPORATION OF DOCUMENTS AND ATTACHMENTS

All documents and other materials that are either attached hereto, or referenced therein, are incorporated into this Agreement as an inseparable part hereof, by such reference thereto, and this Agreement shall be constructed to include all of any such attached or referenced documents and other materials unless the contrary shall have been provided herein.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED IN DUPLICATE ON THE 14<sup>th</sup>, DAY OF April, 1995.

SAN ANTONIO WATER SYSTEM:

By: [Signature]  
PRESIDENT/CEO

ATTEST: [Signature]  
Title: Executive Secretary

DEVELOPER:

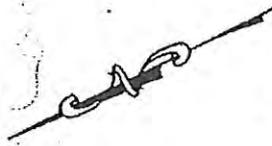
By: [Signature]  
Title: PRES.

ATTEST: [Signature]  
Title: Vice President / Secretary

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DATE 3/28/95

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DATE 3-26-95

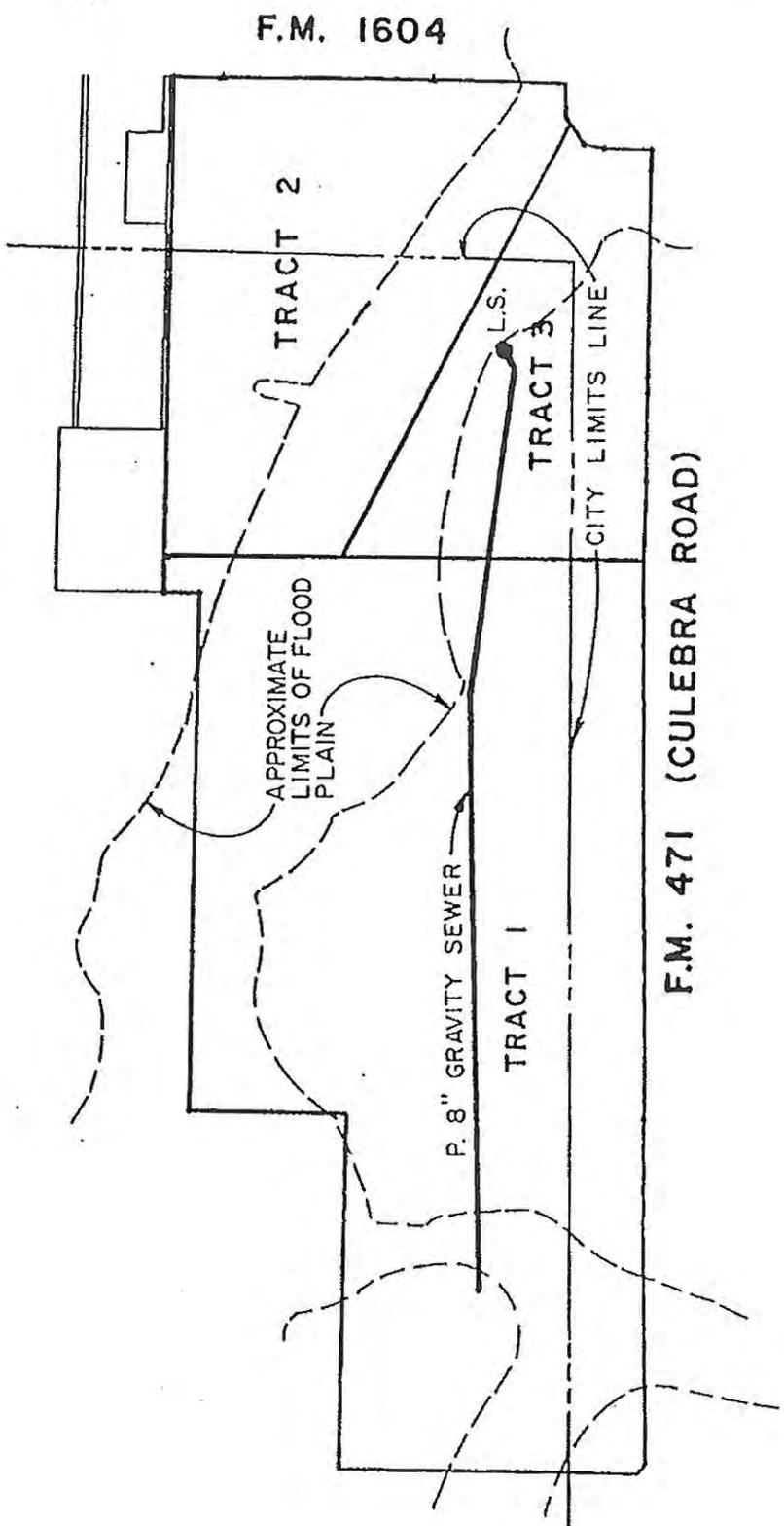




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VICKREY & ASSOCIATES, INC.  
 ATTACHMENT 1  
 O S A SEWER SERVICE CONTRACT  
 417.77 ACRE HARWELL TRACT

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LAWYERS TITLE INSURANCE CORPORATION  
EXHIBIT A

REVALUATION SERVICES  
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417.77 ACRES OF LAND, MORE OR LESS, SITUATED IN BEXAR COUNTY, TEXAS, BEING PARTIALLY IN THE CITY LIMITS OF THE CITY OF SAN ANTONIO AND CONSISTING OF THREE TRACTS OF LAND ONE BEING 76.67 ACRES OUT OF THE M. Y. MUSQUIZ SURVEY NO. 80, ABSTRACT 467, COUNTY BLOCK 4450 BEING THE REMAINDER OF THE TRACT DESCRIBED AS 76.61 ACRES IN VOLUME 3281, PAGE 895 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS AND A 340.25 ACRE TRACT OF LAND BEING THE REMAINDER OF A 342.4 ACRE TRACT OUT OF SUBDIVISION NO. 7 AND 8 OF THE C. VILLANUEVA SURVEY NO. 85, ABSTRACT 774, COUNTY BLOCK 4449 AND BEING THAT SAME TRACT DESCRIBED IN VOLUME 3283, PAGE 1268 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AND THAT 0.85 OF AN ACRE 22 FOOT WIDE ABANDONED LANE BETWEEN THE 76.67 AND THE 340.25 ACRE TRACT, SAID 417.77 ACRES BEING DESCRIBED AS FOLLOWS (NOTE: ALL SET IRON PINS ARE 1/2 INCH REBAR WITH A PLASTIC CAP STAMPED "BAKER SURVEYING"):

BEGINNING at a concrete monument found in the East line of Farm to Market Road No. 1560 at its cut-off to the North line of Farm to Market Road No. 471 for the Northernmost Southwest corner of this tract and the 76.61 acre tract;

THENCE North 27 degrees 32 minutes 41 seconds East, 1674.46 feet generally along fence and with the West line of the 76.61 acre tract and the East line of F.M. 1560 to a 1/2 inch iron pin found for the Northwest corner of this tract and being the Southwest corner of a remainder of a 20.76 acre tract described in Volume 2308, Page 844 of the Real Property Records of Bexar County, Texas;

THENCE South 61 degrees 51 minutes 21 seconds East, 1971.54 feet generally along fence and with the North line of the 76.61 acre tract the South line of the remainder of the 20.76 acre tract and a 18.764 acre tract out of the 20.76 acre tract to an iron pin set in the West line of a 22 foot wide lane;

THENCE South 61 degrees 51 minutes 21 seconds East, 22.00 feet across said lane to an iron pin set in the East line of said 22 foot wide lane, the West line of the 340.25 acre tract and the 342.4 acre tract for an interior corner of this tract;

THENCE North 27 degrees 46 minutes 00 seconds East, 857.75 feet generally along fence and with the West line of the 340.25 acre tract and the East line of the 22 foot wide lane to an iron pin set for the Northwest corner of this tract and being the Northwest corner of the 340.25 acre tract and being the Southwest corner of a 181.9 acre tract conveyed to Frank Wehmeyer and recorded in Volume 2523, Page 274 of the Deed Records of Bexar County, Texas;

THENCE South 62 degrees 09 minutes 37 seconds East, 2889.66 feet generally along fence and with the North line of the 340.25 acre tract and the South line of the 181.9 acre tract to an iron pin set for a corner of this tract and being the Southeast corner of the 181.90 acre tract;

THENCE North 27 degrees 40 minutes 00 seconds East, 199.44 feet generally along fence and with the East line of the 181.9 acre tract and a West line of the 340.25 acre tract to an iron pin set for a corner of this tract and being the Southwest corner of a 12.396 acre tract conveyed to Walzem Development Company by Deed recorded in Volume 3808, Page 649 of the Real Property Records of Bexar County, Texas;

THENCE South 62 degrees 03 minutes 51 seconds East, 2875.73 feet generally along fence and with the South line of the 12.396 acre tract and a 1.134 acre tract conveyed to Walzem Development Company by Deed recorded in Volume 3808, Page 652 of the Real Property Records of Bexar County, Texas and the ostensible North line of Subdivision No. 8 and the ostensible South line of Subdivision No. 5 to an iron pin set in the ostensible East line of

Case No. 94 DT 307353-T (CONT. ON EXH. A, PAGE 2 ) (00009)

DOC# 1

R D#10-02-005 Appeal

LAWYERS TITLE INSURANCE CORPORATION

EXHIBIT A (page 2)

2010 MAR 24 AM 9:53

Subdivision No. 8 and Survey No. 85 and the West line of Loop 1604 and Leslie Road for the Northeast corner of this tract and the 340.25 acre tract and the Southeast corner of the 1.134 acre tract;

THENCE with the East line of the 340.25 acre tract, the ostensible East line of Subdivision No. 8 and Survey No. 85 and the West line of Loop 1604 and Leslie Road as follows:

SOUTH 27 degrees 29 minutes 57 seconds West, 272.07 feet to a Department of Transportation (DOT) brass disk in concrete found at an angle in said line;

SOUTH 27 degrees 17 minutes 17 seconds West, 1168.85 feet to a brass disk in concrete found for an angle in said line;

SOUTH 28 degrees 35 minutes 07 seconds West, 747.87 feet to an iron pin set in the center line of Culebra Creek for the Easternmost Southeast corner of this tract and being the Northeast corner of a 3.5 acre tract in two tracts conveyed to Dan Persyn and wife and recorded in Volume 4953, Page 91 of the Deed Records of Bexar County, Texas;

THENCE North 62 degrees 30 minutes 50 seconds West, 187.58 feet with the center line of Culebra Creek and a South line of the 340.25 acre tract and the North line of the Persyn tract to an iron pin set at its confluence with a branch of said creek;

THENCE South 84 degrees 06 minutes 20 seconds West, 187.27 feet with the center line of said branch creek and a South line of the 340.25 acre tract and the West line of the Persyn tract to an iron pin set for a corner of this tract and being the Northwest corner of the Persyn tract;

THENCE South 36 degrees 56 minutes 26 seconds West, 115.95 feet and South 28 degrees 36 minutes 27 seconds West, 276.00 feet with an East line of the 340.25 acre tract and the West line of the Persyn tract to a 1/2 inch iron pin found in the North line of F.M. 471 for the Westernmost Southeast corner of this tract and the 340.25 acre tract and the Southwest corner of the Persyn tract;

THENCE with the South line of this tract and the North line of F.M. 471 as follows:

NORTH 61 degrees 42 minutes 00 seconds West, 120.57 feet to an iron pin set at an angle;

NORTH 62 degrees 14 minutes 01 second West, 1152.61 feet to an iron set at an angle;

NORTH 61 degrees 57 minutes 03 seconds West, 94.17 feet to an iron pin set at an angle;

NORTH 62 degrees 12 minutes 12 seconds West, 476.90 feet to a concrete monument found at an angle;

NORTH 61 degrees 03 minutes 00 seconds West, 386.10 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the right having a radius of 5769.65 feet and central angle of 02 degrees 13 minutes 00 seconds a distance of 223.22 feet to a concrete monument found at the end of said curve (chord bears North 62 degrees 09 minutes 30 seconds West, 223.20 feet);

NORTH 63 degrees 16 minutes 00 seconds West, 2594.77 feet to a concrete monument found at an angle;

NORTH 62 degrees 32 minutes 00 seconds West, 351.60 feet to an iron pin set in the East line of an abandoned 22.0 foot wide lane;

Case No. 94 DT 307353-T (CONT. ON EXH. A, PAGE 3)

DOC# 1

RD#10-02-005 Appeal

LAWYERS TITLE INSURANCE CORPORATION

EXHIBIT A (page 3)

DEVELOPMENT WIDE  
MEASUREMENTS  
2010 MAR 24 AM 9:53

NORTH 62 degrees 32 minutes 00 seconds West, 22.00 feet across the South end of said lane to a 1 inch pipe found in the North line of F.M. 471 for the Southeast corner of this tract;

NORTH 62 degrees 32 minutes 00 seconds West, 581.20 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the left having a radius of 11499.20 feet and a central angle of 01 degree 12 minutes 00 seconds a distance of 240.84 feet to a concrete monument found at the end of said curve (chord bears North 63 degrees 08 minutes 00 seconds West, 240.83 feet);

NORTH 63 degrees 44 minutes 00 seconds West, 910.20 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the right having a radius of 11419.209 feet and a central angle of 00 degrees 55 minutes 02 seconds a distance of 182.79 feet to a concrete monument found at the cut-off corner to the East line of F.M. 1560 (chord bears North 63 degrees 16 minutes 29 seconds West, 182.79 feet)

THENCE North 17 degrees 28 minutes 49 seconds West, 70.92 feet across said cut-off corner to the PLACE OF BEGINNING.

Case No. 94 DT 307353-T (00009)

DOC# 1

RD#10-02-005 Appeal

WCH HOLDINGS, LP  
P.O. BOX 17065  
SAN ANTONIO, TX 78217-0065  
(210) 829-7272



35-1054-1130

2/8/2010

PAY  
TO THE  
ORDER OF

City of San Antonio

2010 MAR 24 AM 9:53

\$ \*\*1,000.00

One Thousand and 00/100\*\*\*\*\* DOLLARS

City of San Antonio  
1901 S. Alamo  
San Antonio, Texas 78204

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

MEMO

Vested rights review

⑈001124⑈ ⑆113010547⑆ 30786718⑈

WCH HOLDINGS, LP

City of San Antonio

Vested Rights Review

2/8/2010

1,000.00

Compass Bank

Vested rights review

1,000.00

RD#10-02-005 Appeal

Security features. Details on back.

REMIT TO:  
 CITY OF SAN ANTONIO - DEV SVCS-1901 S. ALAMO  
 1901 S ALAMO  
 SAN ANTONIO TX 78204

I N V O I C E  
 3633304

AMT ENCLOSED \_\_\_\_\_  
 AMOUNT DUE 500.00  
 INVOICE DATE 3/24/2010  
 DUE DATE 3/24/2010

50-05-5574  
 2009 WCH INVESTMENTS LLC  
 PO BOX 17065  
 SAN ANTONIO, TX 78217

-----  
 PHONE: (210) 829-7272

RIGHTS DETERMINATION APPEAL  
 RD #10-02-005 APPEAL

FACILITY LOCATION: 1901 ALAMO ST S

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INVOICE DATE	INVOICE	ACCOUNT	DUE DATE	OFFICE HOURS
3/24/2010	3633304	50-05-5574	3/24/2010	-

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LINE	INDEX REF	DESCRIPTION	AMOUNT
1	087338-001	VESTED RIGHTS APPEAL	500.00

PAID  
 MAR 24 2010  
 DSD-#3

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AGREEMENT DATES	SERVICE DATES	ORDINANCE	CONTRACT	DOCUMENT
ST:	03/24/2010		CK. #1006	RD #10-02-005
END	03/24/2010			

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INVOICE INFORMATION	INVOICE AMT	PAYMENTS RECV	TOTAL INV AMT DUE
	500.00	0.00	500.00

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CUSTOMER INFORMATION	OTHER AMTS DUE	TOTAL CUST AMT DUE

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 CITY OF SAN ANTONIO  
 DEV SVCS-1901 S. ALAMO 1901 S ALAMO SAN ANTONIO TX 78204

PAGE 1 OF 1

## Melissa Ramirez

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**From:** Wayne Harwell [wayneh@wayneharwell.com]  
**Sent:** Thursday, March 11, 2010 11:14 AM  
**To:** Melissa Ramirez; Habib Erkan; Roderick Sanchez; Michael Shannon  
**Cc:** Larry Odis; Fernando DeLeon  
**Subject:** RE: Response to RD 10-02-005 Carmel Canyon Apartments

**Attachments:** City Rights Determination letter dated 3-10-10 im3511\_20100311\_102038.pdf 3-11-10.pdf



City Rights  
Determination lett...  
Melissa

Thank you for the letter, however, there must be some mistake as there were specific item, included in our submittal which addressed the fact that we have complied with the agreement fully.

In addition to the agreement mentioned in the determination, a copy of the fulfilled commitment as evidenced by the EDU's associated with the agreement was attached. A letter dated January 19, 2005 outlining specific locations of each use of EDU's pursuant to the agreement, complete listing of plats, dates, and locations.

Such letter outlined:

"... the location of each dwelling unit equivalent EDU, the unit it was used for, the cost of installations in accordance with the Sewer Service Agreement and the letters of Certification for each unit under the agreement dated 3/28/95"

A ratification of such 1995 agreement dated June 17, 2005 was also attached to the application and is filed of record in the land records of Bexar County. The agreement specifically on Page 1 of 3 of the Special Conditions of the Utility Service Agreement ratifies and replaces the agreement as to directing use of the EDU's earned by the 1995 agreement. See the middle of the page S.C.1.00 Paragraph 3.

"This Utility Service Agreement replaces the previous sewer contract Resolution number 95-061."

As the letter you have attached states that the information was not provided, it may have been left out of their package but it was submitted to the Department.

Please review this information and if you can tell me within a few days if the stated information is adequate for your purposes, we will not appeal this to the Planning Commission, however, if we do not receive approval shortly, we will file for an appeal of such decision.

Thank you

Wayne Harwell

-----Original Message-----

**From:** Melissa Ramirez [mailto:Melissa.Ramirez@sanantonio.gov]  
**Sent:** Thursday, March 11, 2010 10:28 AM  
**To:** Wayne Harwell  
**Cc:** Larry Odis; Fernando DeLeon  
**Subject:** Response to RD 10-02-005 Carmel Canyon Apartments

Good morning Mr. Harwell,

Please review the attached letter and note that the 15 calendar day response time begins today as of this email.

Please note that if you have any questions or concerns, I am available to discuss or meet with you as needed.

Thank you,

Melissa Ramirez

Senior Management Analyst,

Land Entitlements

Planning and Development Services Department Off. 210-207-7038 Please visit our survey:

<http://www.sanantonio.gov/dsd/survey.asp>

Mission Statement: "To facilitate the orderly and safe development of our City through responsive customer service."

You can visit our website at <http://www.sanantonio.gov/dsd/>



# City of San Antonio, Texas

Department of Planning and Development Services

March 10, 2010

Mr. Wayne Harwell  
100 N. E. Loop 410 Suite 1220  
San Antonio, TX 78216

RE: Rights Determination File: RD #10-02-005 Carmel Canyon Apartments

Dear Mr. Harwell:

We have reviewed your rights determination application that was submitted on February 8, 2010. Based on the information provided in the application, the following is our official finding:

Planning and Development Services Department, with a recommendation from the City Attorney's Office, is recommending Rights Determination Application No. 10-02-005 not be approved at this time. The project is described as a multifamily residential apartment complex located on 5.797 acres of land near the intersection of Culebra Rd. and FM 1560. Applicant provides information regarding water and sewer permits with application dates of November 17, 1994 and March 28, 1995, specifically mentions permit No. 95-061, issued April 4, 1995, covering 417.77 acres, and indicates that the permits "plainly state that this track is to be used as residential." The documents included with the application include SAWS Resolution 95-061 which authorizes SAWS President/CEO to enter into a contract to provide sanitary sewer service for Applicant as well as the sewer service contract itself.

However, proof of compliance with the provisions of the sewer service contract and subsequent agreement updates is not included. A determination of rights under Chapter 245 and the UDC cannot be provided without indication of fulfillment of the provisions of the permit to date, in this case, the sewer service contract. Should you care to provide us with additional information, please submit that information within the timeline identified below.

All appeals and resubmitted information must be in writing and filed with the Director of Planning and Development Services within fifteen (15) calendar days from the date the applicant is notified of the adverse decision or action taken under these requirements. Appeals and resubmittals made after fifteen (15) calendar days will not be accepted. If you have further questions please contact Melissa Ramirez at 207-7038.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fernando J. De León".

Fernando J. De León, P.E.  
Assistant Director,  
Land Development Division  
Planning and Development Services Department



Wayne Harwell  
Manager of General Partner  
E-mail: wayneh@wayneharwell.com

Hand Delivered

February 8, 2010

# HARWELL CO., LTD

HARWELL HOLDING COMPANY, LTD

Melissa Ramirez  
Senior Management Analyst,  
Land Entitlements  
Planning and Development Services Department  
1901 S. Alamo  
San Antonio, Texas 78205

Ref: Permit # M-1586516 Carmel Canyon Apartments, 11727 Culebra Road

Dear Ms. Ramirez

After reviewing the documents, we remembered that this tract is actually established by Sewer and Water Service Contracts dating back to November 17, 1994. The agreements were then entered in to in 1995 and have been updated in 2005, as it is still current for this 417 acre original agreement. I have therefore filled out the Rights Determination and the Fair Notice Form using the agreement for utilities. Also find enclosed our check in the amount of \$1,000 for the review.

As you requested, I have attached copies of all of the plats used on this original 417 acre tract as well as the utility service agreements and updates of those agreement.

As we explained to you on Friday, the completeness review in October did not require this level of information nor did the initial 45 day review. It came as a big surprise to find the Denial on February 1, 2010 with no other information. The project is in need to these permits in order to protect the financing. Could you please advise me as soon as possible of your determination in this mater?

If any additional information might be required, please do not hesitate in contacting me.

Very truly,  
WCH Holding Co., LP

Wayne Harwell  
Manager of the General Partner  
Cc: Mike Shannon

RD # 10 - 02 - 005

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SERVICES DIVISION

Y:\Wayne Harwell\Carmel Canyon\1560 at 471 Apartment\City Permit Submittals\Rights Determination - Ramirez 2-8-10.doc



**City of San Antonio**  
**Planning & Development Services**  
**Local Government Code Chapter 245/Article VII**  
**Unified Development Code**  
**Rights Determination/Consent Agreement**

Intake Date: \_\_\_\_\_

Intake By: \_\_\_\_\_

Type:  Rights Determination Consent Agreement**Instructions:**

1. All applicable information must be legibly printed or typed for processing. If completed on behalf of the property owner please attach power of attorney or letter of agent.
2. Please complete and attach 2 sets of all applicable documents (i.e. this form, Master Development Plan, P.U.D. plan, plat application, approved plat, building permit) along with appropriate fee.
3. Application must contain all information to establish rights under Chapter 245 of the Local Government Code and Article VII of the Unified Development Code (UDC).
4. Any appeal of the decision of the Director to the Planning Commission will be based on information submitted to the Director for determination of rights.

*Note: Must comply with the UDC, §35-B128 Rights Determination for the City of San Antonio.*

Owner: WCH Holdings, LPAgent: Wayne Harwell – Manager of the General PartnerPhone: (210) 829-7272 Fax: (210) 829-7275Address: 100 NE Loop 410 Suite 1220City: San Antonio State: Texas Zip code: 78216Engineer/Surveyor: MBC Engineers Contact: Dave AllenAddress: 1035 Central Parkway North Phone: (210) 545-1122City: San Antonio State: Texas Zip code: 78232Name of Project: Carmel Canyon Apartments**Site location or address of project and legal description:**

Near the intersection of Culebra Road at FM 1560 – Assigned Address 11727 Culebra Road 78254  
Being a 5.797 acre tract out of a 22.078 Acre tract shown as Lot # 12 Block 1 NCB 17635, as shown on  
the Plat # 070147 Approved by the Planning Commission on December 10, 2008, which plat has not yet  
been recorded. Legal Description and Plat attached.

RD # 10 - 02 - 005

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City Council District(s): 6 ETJ: /No Edward's Aquifer Recharge Zone? /No

1. Describe current use(s) of the property: Vacant  
Land \_\_\_\_\_

2. Describe the specific Project and the expected use(s) to be created by this Project including the nature, extent, and density or intensity of each use for which rights are being claimed (type of development, number of buildings, type of building(s), specific use(s) of those buildings, etc.)?  
*Fair Notice of the Project is required with requests based on MDPs, POADPs or plat applications.*

(a) Nature of the project:

Multi-Family apartments as shown on the site plan submitted as attached and as part of permit application # M1586516. Original project is further described in Sewer Service Commitment dated March 29, 1995 - Copy attached

(b) Total land area, in square feet: 252,517.32

(c) Total area of impervious surface, in square feet: 202,013.85

(d) Number of residential dwellings units, by type: 124 Multifamily Garden Walk  
Up

(e) Type and amount of non-residential square footage (ground floor building footprint only):  
None

(f) Number of buildings: 6 Residential, 1 club house, 15 garages and support buildings

(g) Phases of the development (if applicable): one

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3. List ordinances to which the Project described in item #2 above will seek exception to based on the date requested for recognition of rights. State specific sections of the San Antonio Municipal Code and their effective dates:

Landscape and Tree ordinances after the date of first application November 17, 1994  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Please indicate permits or development approvals received that are the basis to establish rights to complete the Project. Please specify all that may be applicable and include copies of the permit.

**PERMIT**

Type of Permit: Water and Sewer permits (Attached) Date of Application: 11/17/94  
and 3/28/95

Permit Number: 95-061 Date issued: April 4, 1995

Expiration Date: \_\_\_\_\_ Acreage: 417.77 Acres

Such permits plainly state that this track is to be used as residential

**MASTER DEVELOPMENT PLAN (MDP)** (Formerly POADP)

Accepted *prior to September 1, 1997* are subject to permit right conditions within 18 months from the effective date of the development rights ordinance (9/25/97) and projects submitted *after September 1, 1997* are subject to 24 months for the POADP acceptance date. Fair Notice required with MDP/POADP

Name: \_\_\_\_\_ # \_\_\_\_\_

Date accepted: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ MDP Size: \_\_\_\_\_ acres

**P.U.D. PLAN**

Name: \_\_\_\_\_ # \_\_\_\_\_

Date accepted: \_\_\_\_\_

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**PLAT APPLICATION**

*Fair Notice required with plat application*

Plat Name: \_\_\_\_\_ Plat # \_\_\_\_\_ Acreage: \_\_\_\_\_

Date submitted: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

*(Note: Plat must be approved within 24 months of application submittal date)*

**APPROVED PLAT**

Plat Name: \_\_\_\_\_ Plat # \_\_\_\_\_ Acreage: \_\_\_\_\_ Approval

Date: \_\_\_\_\_ Plat recording Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Vol./Pg. \_\_\_\_\_

*(Note: If plat is not recorded within 3 years of plat approval permit rights will expire)*

**OTHER PERMITS:**

5. Specify the amount, date and purpose of each expenditure or obligation incurred in reliance on the permits identified above (include copies of contracts): Please include verified or certified copies of all contracts, appraisals, reports, correspondence, letters, or other documents or materials upon which the Applicant's claim for rights or equitable estoppel is based. Do not include land purchase costs nor payment of taxes.

Stone Bridge concept plan / Plat # 970306 Filed June 19, 1999

Westwood Ctr Unit # 11 Plat # 070147 approved December 10, 2008 not yet filed

Westwood Ctr Unit # 1 Plat # 990212 Filed October 27, 2000

Westwood Ctr Unit # 2 Plat # 99034 Filed April 12, 2001

Westwood Ctr Unit # 3A Plat # 200092 Filed April 26, 2001

Westwood Ctr Unit # 4 Plat # 200093 Filed April 30, 2004

Westwood Ctr Unit # 5 Plat # 200094 Filed June 27, 2000

Westwood Ctr Unit # 8 Plat # 200097 Filed September 20, 2002

Westwood Ctr Unit # 9 Plat # 000104 Filed August 3, 2001

Westwood Ctr Unit # 10 Plat # 010019 Filed July 13, 2001

Westwood Ctr Unit # 6 Plat # 200095 Filed September 16, 2005

Westwood Ctr Unit # 7 Plat # 200096 Filed September 16, 2005

See attached letter dated January 19, 2005 Outlining to SAWS each location of each dwelling unit equivalent EDU, the unit it was used for, the costs of installations in accordance with the Sewer Service Agreement and the letters of Certification for each unit under the agreement dated 3/28/95. Such letter describes the allocation of 370.772 EDU's to this tract known as tract # 8.

See Utility Service Agreement updating and renewing the Sewer Service Agreement dated June 17, 2005 and allocating such EDU's to this remaining tract by Special Provisions Page 3.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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6. Requested date for claim of rights for this Project: November 17, 1994 \_\_\_\_\_

7. Describe any construction or related actions that have taken place on the property since that date: Include the date, cost, nature and extent of each physical improvement to the property including structures, utilities, roads, driveways, etc

See attached letter dated January 19, 2005 Outlining to SAWS each location of each dwelling unit equivalent EDU, the unit it was used for, the costs of installations in accordance with the Sewer Service Agreement and the letters of Certification for each unit under the agreement dated 3/28/95. Such letter describes the allocation of 370.772 EDU's to this track known as tract # 8.

Bridge over Culebra Creek costing \$1.5 million

Connecting roads costing \$.75 million

Unit # 8 includes 356 units of Apartments valued at approximately \$25,000,000

Unit # 10 includes 46,000feet of Retail valued at \$6 million

Unit # 9 includes 9,000 feet of Retail valued at \$2 Million

Unit # 2 includes 200,000 feet of retail valued at \$50 million

Unit # 4 includes 20,000 feet of retail valued at \$6 million

Unit # 5, 6 and 7 include 150,000 feet of retail valued at \$50 million

Stone Bridge includes 200 lots and houses valued at \$30 million

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**Consent Agreements Only:**

In addition to the required processing as set forth above, a request for Consent Agreement Approval shall include, but shall not be limited to the following:

- A timing and phasing plan for the proposed development;
- A plan for the provision of public facilities and services to the proposed development, by phase;
- The conditions under which the proposed development will be authorized to proceed; and
- The conditions under which approvals or permits will lapse or may be revoked.

*A document shall be considered "verified" or "certified", whether an original or a copy, if it is signed by the official with decision making authority for the permit application.*

8. Sworn statement:

**NOTE: Filing a knowingly false statement on this document, or any attached document, is a crime under §37.02 and §37.10 of the Texas Penal Code, punishable as a state jail felony by up to two years in jail and fine of up to \$10,000.**

I, the undersigned, hereby certify that all information contained herein and the attached documents are true and correct and that it is my belief that the property owner is entitled to the requested rights for this Project and, during the pendency of this determination, I understand my continuing obligation to notify the Development Services Director in writing of the inaccuracy of any statement or representation which was incorrect when made or which becomes incorrect by virtue of changed circumstances.

Print name: Wayne Harwell Signature: [Signature] Date: 2/8/2010

Sworn to and subscribed before me by Christina M. Vasquez on this 8th day of February in the year 2010, to certify which witness my hand and seal of office.



[Signature]  
Notary Public, State of Texas

Director's Decision:  Approved  Denied

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Planning & Development Services Department*

Terms and conditions required for the continuance of the rights being recognized:

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*This determination is valid only to the extent of the validity of the underlying permit which is the basis for this application. Further subject to all provisions for dormancy and expiration as provided in the Local Government Code Chapter 245 and Article VII of the UDC.*

File #

Assigned by City Staff

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SERVICES DIVISION

RD # 10 - 02 - 005



**City of San Antonio**  
 Planning & Development Services  
Fair Notice Form



DEVELOPMENT SERVICES  
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Date: February 8, 2010 Notice Number: FN10-0006

1. Original Fair Notice Form Number if Applicable: \_\_\_\_\_
2. Existing Rights Determination No. if applicable: RD#10-02-005

<b>COSA USE ONLY</b>	
Expiration date: <u>3/25/10</u>	Authorized Rep: <u>Larry Od's</u>

3. If a permit application identified in item (6) below is not submitted for completeness review within 45 days from the filing date of this form, this notice will be null and void.
4. All submittals with (\*) require a site plan. A site plan shall include lot layout, general building footprint with approximate square footage of building(s), impervious cover, and land use.
5. All site plans must complete (# 7) of this form.
6. Permit application Type (Check all appropriate boxes):

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Building Permit: No. <u>M-1586516</u><br><input type="checkbox"/> Master Development Plan (MDP)<br>(Formerly POADP) No. _____<br><input type="checkbox"/> MDP/ P.U.D. Plan<br>(Combination) No. _____<br><input type="checkbox"/> Master Plan Community District (MPCD)<br>No. _____<br><input type="checkbox"/> Manufactured Home Park Plan (MHPP)<br>No. _____<br><input type="checkbox"/> Flexible Development District No. _____ | <input type="checkbox"/> Military Airport Overlay Zone (MAOZ) No. _____<br><input type="checkbox"/> P.U.D. Plan<br>No. _____<br><input type="checkbox"/> Mixed Use District (MXD)<br>No. _____<br><input type="checkbox"/> Traditional Neighborhood Development (TND)<br>No. _____<br><input type="checkbox"/> Pedestrian Plan (PP) No. _____<br><input type="checkbox"/> Plat No. _____<br><input type="checkbox"/> Urban Development (UD)<br><input type="checkbox"/> Farm and Ranch (FR) |
| <input type="checkbox"/> Rural Development (RD)<br><input type="checkbox"/> Mixed Light Industrial (MI-1)  |   |

City of San Antonio Planning & Development Services

Fair Notice Form

FN10-0006

(Cont'd)

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The following projects require a site plan.

A site plan shall include, lot layout, general building footprint with approximate square footage of building(s), impervious cover, and land use.

\*XX SAWS/ Utilities No.95-061 \* Category Determination Letter from SAWS: \_\_\_\_\_

\* CPS Energy/ Utilities No. \_\_\_\_\_ \* Other: \_\_\_\_\_

\* Application for Letter of Certification (LOC) (Subdivision Plat No. issued): \_\_\_\_\_

The following single plat projects require a site plan:

\* Multi-Family \* Commercial \* Office \* Industrial

\* Multiple Land Use Projects (Complete # 7) \* Entertainment \* Special District

\* Other: \_\_\_\_\_

A site plan is not required for single phase/single plat Single – Family residential projects.

7. For all site plans please complete the following:

(a) Single - Family: Land Allocation in Square Feet & Acreage \_\_\_\_\_
Use Allocation in Square Feet & Acreage \_\_\_\_\_
Density \_\_\_\_\_
Impervious Cover \_\_\_\_\_

(b) Multi -Family: Land Allocation in Square Feet & Acreage 252,518 (5.797 Acres)
Use Allocation in Square Feet & Acreage 252,518 (5.797 Acres)
Density 22 Units to the acre
Impervious Cover 4.637 acres

(c) Commercial: Land Allocation in Square Feet & Acreage \_\_\_\_\_
Use Allocation in Square Feet & Acreage \_\_\_\_\_
Impervious Cover \_\_\_\_\_

(d) Office: Land Allocation in Square Feet & Acreage \_\_\_\_\_
Use Allocation in Square Feet & Acreage \_\_\_\_\_
Impervious Cover \_\_\_\_\_

(e) Industrial: Land Allocation in Square Feet & Acreage \_\_\_\_\_
Use Allocation in Square Feet & Acreage \_\_\_\_\_
Impervious Cover \_\_\_\_\_

(f) Entertainment: Land Allocation in Square Feet & Acreage \_\_\_\_\_
Use Allocation in Square Feet & Acreage \_\_\_\_\_
Impervious Cover \_\_\_\_\_

(g) Other Special District(s): Land Allocation in Square Feet & Acreage \_\_\_\_\_
Use Allocation in Square Feet & Acreage \_\_\_\_\_
Impervious Cover \_\_\_\_\_

RD # 10 - 02 - 005

**City of San Antonio Planning & Development Services**

**Fair Notice Form**

FN 10-0006

(Cont'd)

8. **Project Name:** Carmel Canyon Apartments / Utility Service Agreement # 95-061

Property Description: 11727 Culebra Road, San Antonio, Texas 78254

DEVELOPMENT SERVICES RECEIVED

2010 FEB 10 PM 12:08

**Owner:** WCH Holdings, LP Phone: (210) 829-7272 Fax: (210) 829-7275

Address: 100 NE Loop 410 Suite 1220 City: San Antonio State Texas Zip Code: 78216

**Agent:** Wayne Harwell - Mgr of the GP Phone: (210) 829-7272 Fax: (210) 829-7275

Address: 100 NE Loop 410 Suite 1220 City: San Antonio State Texas Zip Code: 78216

**Applicant:** \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Engineer/Surveyor:** MBC engineers Phone: (210) 545-1122 Fax: (210) 545-9302

Address: 1035 Central Parkway North City: San Antonio State Texas Zip Code: 78232

Contact Person Name: Dave Allen E-mail: dallen@mbcengineers.com

Phone: (210) 545-1122 Fax: (210) 545-9302

**Site is over/within/includes:**

Edwards Aquifer Recharge Zone:  Yes  No San Antonio City Limits.  Yes  No

Council District: 6 School District: NSIDSC Ferguson map grid: 577 E-1, E2, F-1, F-2

**Owner or Authorized Representative:**

I certify that this Fair Notice form is true and accurate.

Print Name: Wayne Harwell Signature: 

Address: 100 NE Loop 410 Suite 1220 City: San Antonio State Texas Zip Code 78216

E-mail: Wayneh@wayneharwell.com

**NOTE: To be valid, all fields must be completed.**

RD # 10 - 02 - 005

**Exhibit to the Fair Notice Form**

Site Plan

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LAND DEVELOPMENT  
SERVICES DIVISION

**RD # 10 - 02 - 005**





## City of San Antonio

Planning and Development Services – Land Entitlements  
Fair Notice Form Review Notification

**TO:** Wayne Harwell

**DATE:** February 10, 2010

**Address:** WCH Holdings, LP  
100 NE Loop 410 Ste 1220  
San Antonio, TX 78216

**FROM:** Larry Odis

**COPIES TO:** File

**FAIR NOTICE FORM:** FN10-0006

**NAME:** Carmel Canyon Apartments

**SUBMITTAL DATE:** February 9, 2010

**EXPIRATION DATE:** March 25, 2010

The Fair Notice Form referenced above was reviewed  
and deemed:

\*COMPLETE

\*\*INCOMPLETE

In order to complete the Fair Notice Form referenced above the following needs to be provided:

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\*If the Fair Notice Form has been deemed complete, then the **SUBMITTAL DATE** is the effective date of the Fair Notice Form as per UDC Section 35-410(h).

\*\*The submitted Fair Notice Form will be deemed invalid if filing remains incomplete upon reaching the **EXPIRATION DATE** as per UDC Section 35-410(h). This Fair Notice document is referenced in RD 10-02-005 file.

**Exhibit to the Fair Notice Form**

Timing and Phasing Plan – Site Plan is attached. The project is to be built at one time.

Provision for Utility services – Utilities are installed for this project under Utility Service Agreement 95-061 (Attached)

The conditions authorized to proceed – the building permit is waiting final approval at this time.

Permits will lapse under the agreements attached.

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LAND DEVELOPMENT  
SERVICES DIVISION

RD # 10 - 02 - 005

The Site Plan proposed

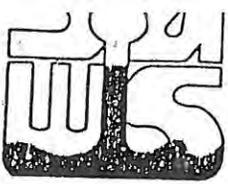
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LAND DEVELOPMENT  
SERVICES DIVISION

RD # 10 - 02 - 005





San Antonio Water System

November 10, 1994

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10 FEB - 8 PM 4: 27  
LAND DEVELOPMENT  
SERVICES DIVISION

Mr. Wayne Harwell  
Wayne Harwell Properties, Inc.  
PO Box 17065  
San Antonio, TX 78217-7272

Dear Mr. Harwell:

Re: Water Service to a 238.81-Acre Tract, 99.91-Acre Tract  
and a 60.89-Acre Tract Along FM 1604 and Culebra Road  
(SAWS Project File A-7821)

The San Antonio Water System Board of Trustees on November 1, 1994 approved extension of water service to the referenced properties on a developer customer basis as provided for in the Board's Regulations for Water Service, applicable amendments to the Regulations, and any other applicable local, state, and federal regulations. The approval was based on the staff recommendations and conditions contained in the Engineering Report on the feasibility study dated November 1, 1994 of which a copy is enclosed.

This water service commitment will require the developer to provide the total funding of all necessary on-site facilities, contribute the flow impact fee in effect at the time of plat application for each subdivision unit, and contribute the system development impact fee in effect at the time of plat application for each subdivision unit.

The total commitment for water service is subject to the availability of a water supply. The San Antonio Water System will honor this commitment for a period of three (3) months from November 1, 1994. This commitment will expire if not exercised during this period.

Very truly yours,

Wayne Bitzkie, Manager  
Mains and Services Division

Attachment

PRELIMINARY ENGINEERING REPORT  
ON THE FEASIBILITY OF  
THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES  
PROVIDING WATER SERVICE TO  
THE 238.81-ACRE TRACT, A 99.91-ACRE TRACT, AND A  
60.89-ACRE TRACT ON FM 1604 & CULEBRA ROAD

November 1, 1994

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AND DEVELOPMENT  
SERVICES DIVISION

- I. Mr. Wayne Harwell has requested, on behalf of Culebra 1604 Joint Venture, that the San Antonio Water System provide water service to a 238.81-acre tract, a 99.91-acre tract, and a 60.89-acre tract located along Culebra Road and FM 1604. A copy of the letter requesting water service is attached.
- II. The three tracts are located on the northwest corner of FM 1604 and Culebra Road, within the Board's service area, and both inside and outside of the city limits. The tracts' locations are also illustrated on the attached sketch. The tracts are not located over the Edwards Aquifer Recharge Zone.
- III. The tracts are planned to be developed for single family residential use. Each tract's ultimate water demand is summarized below:

238.81-Acre Tract	-	677 EDUs
99.91-Acre Tract	-	280 EDUs
60.89-Acre Tract	-	<u>175 EDUs</u>
Total	-	1,132 EDUs

Water supply to the tracts will be from Service Level 7.

- IV. To supply water for domestic needs and fire protection consistent with the Board's Criteria, each separate tract requires the flow capacity of the following mains:

238.81-Acre Tract	-	16-inch Main
99.91-Acre Tract	-	12-inch Main
60.89-Acre Tract	-	12-inch Main

The cumulative flow capacity requirements can be accommodated in an existing 36-inch main on FM 1604 and an existing 20-inch main on Culebra which border the tracts. The developer will be required to install all necessary on-site facilities in accordance with the Board's Regulations and at his total cost.

- V. In accordance with the Board's Regulations, payment of a flow impact fee is required to reimburse the Board for distribution facility capital improvements made within the service area after February 2, 1984, and which were installed to supply water to new customers. The flow impact fee will be assessed in accordance with the most current approved fee schedule in effect at the time of plat application for each subdivision unit.

RD # 10 - 02 - 005

Based on the current charge of \$177 per equivalent dwelling unit (EDU), the flow impact fee for each tract is summarized below:

283.81-Acre Tract	-	\$119,829
99.91-Acre Tract	-	\$ 49,560
60.89-Acre Tract	-	<u>\$ 30,975</u>
Total	-	\$200,364

VI. Also, in accordance with the Board's Regulations, payment of a system development impact fee is required to reimburse the Board for transmission and production facility capital improvements made within Service Level 7 after February 2, 1984, and which were installed to supply water to new customers. The system development impact fee will be assessed in accordance with the most current approved fee schedule in effect at the time of plat application for each subdivision unit. Based on the current charge of \$170 per EDU in Service Level 7, the total system development impact fee for each tract is summarized below:

283.81-Acre Tract	-	\$115,090
99.91-Acre Tract	-	\$ 47,600
60.89-Acre Tract	-	<u>\$ 29,750</u>
Total	-	\$192,440

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LAND DEVELOPMENT  
SERVICES DIVISION

VII. It is recommended that Mr. Wayne Harwell, be informed that the San Antonio Water System can provide water service to the 238.81-acre tract, the 99.91-acre tract, and the 60.89-acre tract on a developer customer basis as provided for in the Board's Regulations, applicable amendments to the Regulations, and any other applicable local, state and federal regulations. Such a water service commitment will require the applicant to provide the total funding of all necessary on-site facilities, contribute the flow impact fee in effect at the time of plat application for each subdivision unit, and contribute the system development impact fee in effect at the time of plat application for each subdivision unit. Additionally, the total commitment for water service is subject to the availability of a water supply. It is further recommended that this commitment for service be honored for a period of three months, and if not exercised during that period, the water service commitment will expire.

*Donald L. Pollard*

Donald L. Pollard, P.E.  
Director of Waterworks Engineering

Attachments

RD # 10 - 02 - 005

DEVELOPER-CUSTOMER  
238.81, 99.91, & 60.89-ACRE  
FM LOOP 1604 & CULEBRA ROAD TRACTS  
(A-7821)

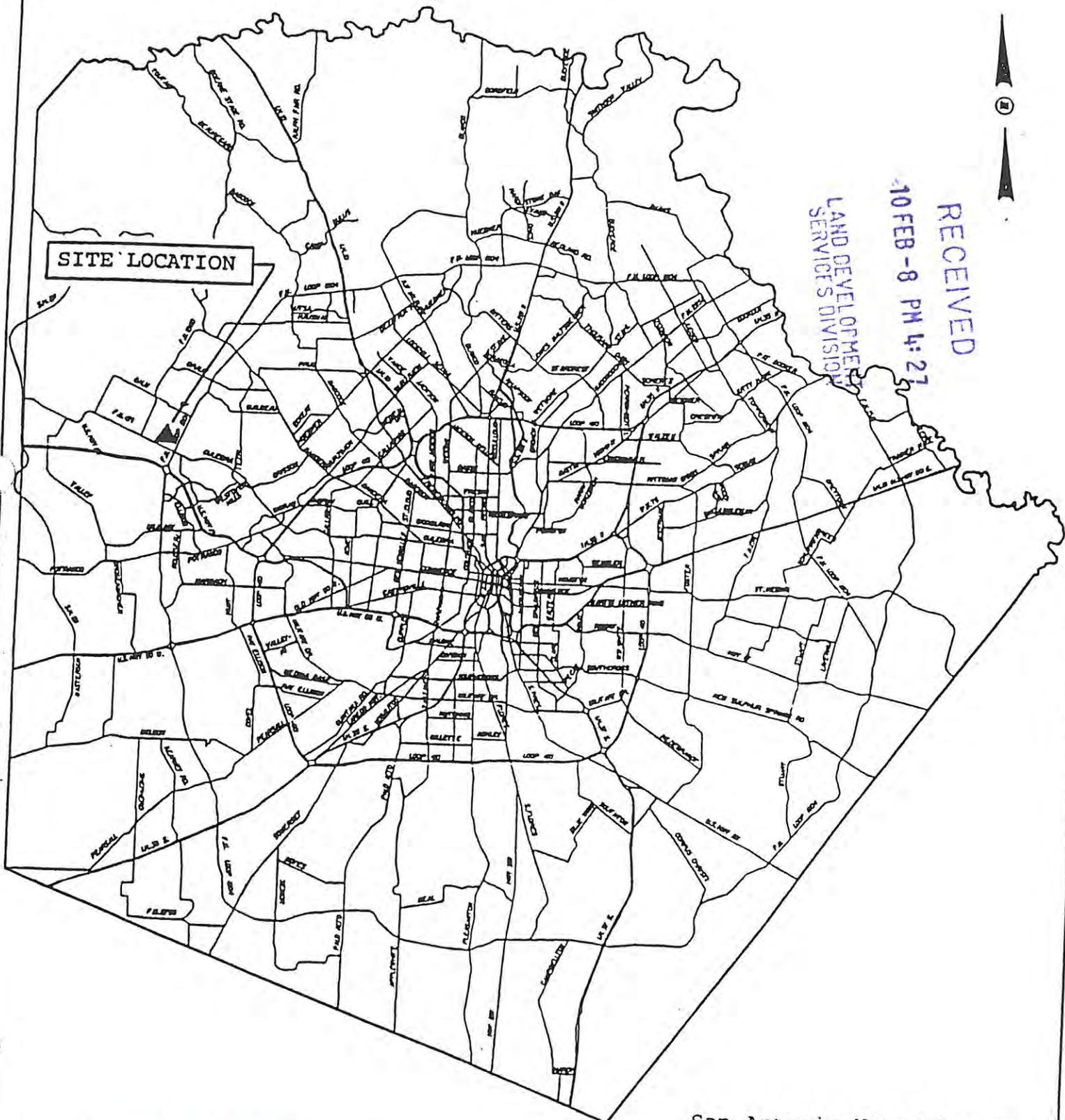


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LAND DEVELOPMENT  
SERVICES DIVISION

SITE LOCATION



RD#10-02-005

San Antonio Water System  
San Antonio, Texas  
November 1, 1994

**PRELIMINARY ENGINEERING REPORT**  
**PROPOSED WESTWOOD SUBDIVISION**  
**FM 1604/CULEBRA ROAD**

Prepared For:  
Wayne Harwell Properties, Inc.  
San Antonio, Texas

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10 FEB - 8 PM 4: 24  
LAND DEVELOPMENT  
SERVICES DIVISION

November 17, 1994

Vickrey & Associates, Inc.  
7334 Blanco Road, Suite 109  
San Antonio, Texas 78216  
(210) 349-3271



*W. D. Vandertulip*  
11/17/94

RD#10-02-005

PRELIMINARY ENGINEERING REPORT

PROPOSED WESTWOOD SUBDIVISION

INTRODUCTION

Westwood Subdivision is located in the north quadrant of FM 1604 and FM 471 (Culebra Road as shown on Sheet 1 and 2, Preliminary Master Water Plan and Preliminary Master Wastewater Plan, respectively. The 161.085 acre tract includes Tracts 2 and 3 identified on the Developer-Customer drawing (Figure 1) prepared by San Antonio Water System (SAWS) for the November 1, 1994 Board meeting. Tracts 2 and 3 are proposed to be developed first into 280 (73.317 acres) and 151 (35.283 acres) **single family residential lots**. The SAWS Board commitment for water service includes Tract 1, a 238.81 acre tract immediately west of Tract 3 that will be addressed separately. Sewer service is requested for the entire 417.7 acre tract included in the attached Metes & Bounds Property Description.

WATER SERVICE

The proposed development is consistent with the SAWS Preliminary Engineering Report. Water service is required first for 280 lots on Tract 2 and 151 lots on Tract 3. The lot count matches the Developer request for Tract 2 and is below the original 175 equivalent dwelling unit (EDU) request for Tract 3. As design proceeds on Tract 3, some additional acreage likely will be reclaimed from the flood prone areas and increase the current projection near the original request.

Tract 2 will include two 8 inch connections to the existing 36 inch main along the west right-of-way of FM 1604. Water distribution is proposed to be accomplished by a looped 8 inch main with interconnected 6 inch distribution grid. Tract 3 will include two 8 inch connections to an existing 20 inch main along the south right-of-way of FM 471 - Culebra Road. An internal 8 inch diameter loop will be supplemented by 6 inch mains to serve the balance of the subdivision. Connections to both SAWS transmission mains are consistent with the SAWS report (Figure 1).

WASTEWATER SERVICE

Gravity sewer service will be provided initially for Tracts 2 and 3 to a proposed on-site lift station. This location is consistent with the location of a proposed 8 inch gravity main in our June 1992 - Phase B Report, Culebra Creek Lower Service Area. Discussions with SAWS Wastewater Engineering indicate an alternate location downstream is being considered by others for the regional lift station. This service concept is also based on direction to transport the wastewater generated from this development to the proposed Culebra Creek Treatment Plant site, immediately north of Tract 2. The proposed lift station can serve Tracts 2 and 3 initially with a projected total design flow of 136,500 gallons per day (GPD) and peak flow rate of 341,250 GPD. Service to the entire 417.7 acre tract will provide capacity for 1132 EDU's with average daily flow of 339,600 GPD.

Gravity service in Tract 2 will collect at a siphon structure on the north side of Culebra Creek and siphon to the lift station on the southside of the creek with approximately five foot of head. Gravity service for Tract 3 will drain to the lift station. A sanitary sewer easement will be provided

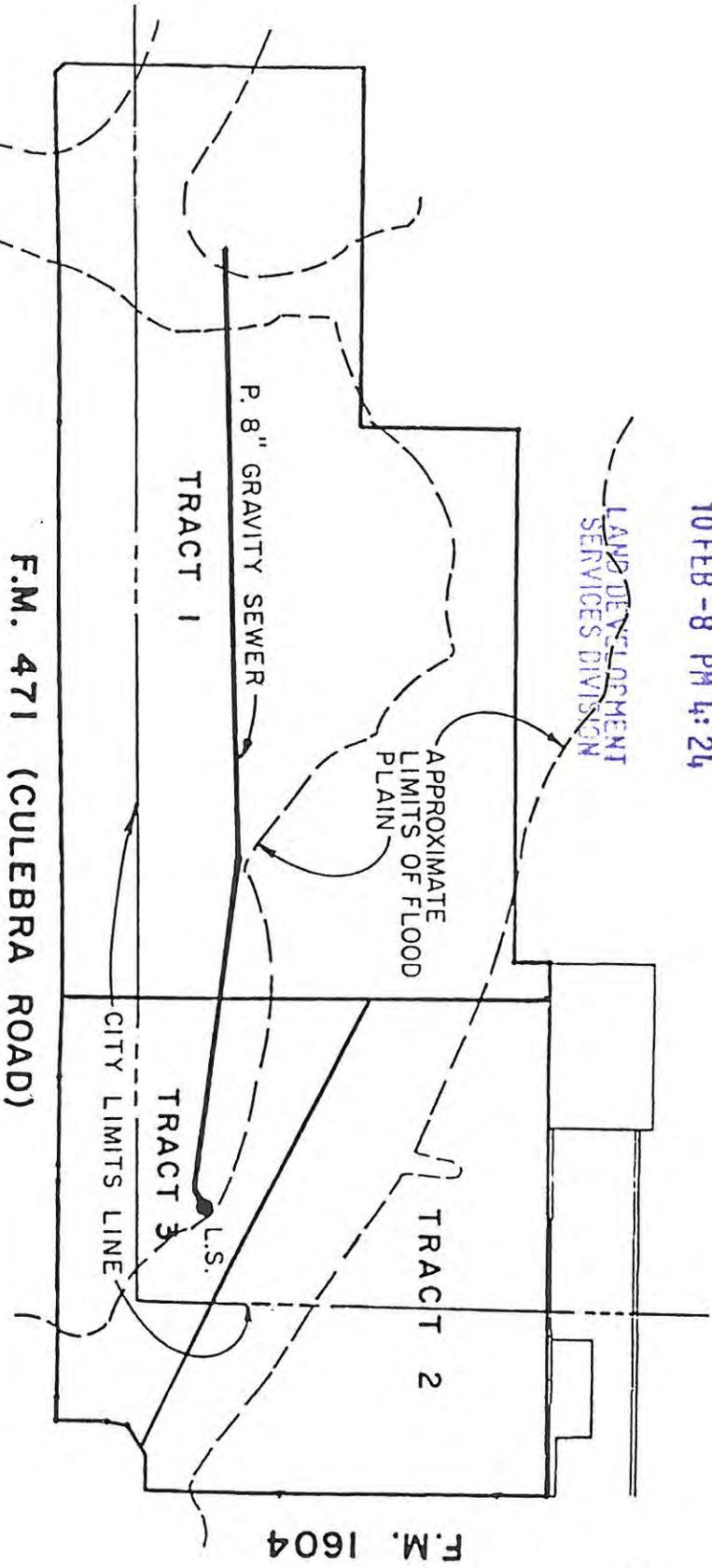
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LAND DEVELOPMENT  
SERVICES DIVISION



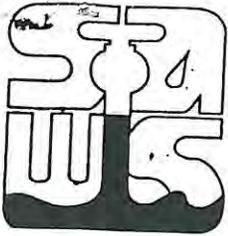
F.M. 471 (CULEBRA ROAD)

F.M. 1604

SCALE: 1"=1000'

RD # 10 - 02 - 005

MCKREY & ASSOCIATES, INC.  
ATTACHMENT 1  
O S A SEWER SERVICE CONTRACT  
417.77 ACRE HARWELL TRACT



San Antonio Water System

July 18, 1995

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10 FEB -8 PM 4: 24  
LAND DEVELOPMENT  
SERVICES DIVISION

Wayne Harwell Properties  
P.O. Box 17065  
San Antonio, Texas 78217

Attn: Wayne Harwell, President

RE: AN ORIGINAL OSA SANITARY SEWER SERVICE CONTRACT FOR WAYNE HARWELL PROPERTIES, FOR THE PROPOSED WESTWOOD SUBDIVISION, A 417.7 ACRE TRACT OF LAND LOCATED NORTHWEST OF WEST LOOP 1604 AND F.M. 471 (CULEBRA ROAD), IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

Dear Mr. Harwell:

Enclosed you will find an original executed OSA Sewer Service Contract for Wayne Harwell Properties, which was passed and approved on April 4, 1995 by the San Antonio Water System's Board of Trustees through Resolution #95-061.

Should you require further assistance, please call Santa G. Rivas at (210)704-7185.

Sincerely,

*Jose R. Limon*  
Jose R. Limon, Manager  
Developer Services Division  
Infrastructure Planning

Department

Attachment: Original Sewer Service Contract

cc: File

RD#10-02-005

RESOLUTION NO. 95-061

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER TO EXECUTE A SANITARY SEWER SERVICE CONTRACT WITH WAYNE HARWELL PROPERTIES, INC.

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LAW DEPARTMENT  
SEWER DIVISION

WHEREAS, Wayne Harwell Properties, Inc., plans to develop an approximate 417.7 acre tract of land located within the Outer Service Area (OSA); and

WHEREAS, it is in the public interest for wastewater generated from the tract to be collected and/or treated by the San Antonio Water System; and

WHEREAS, the San Antonio Water System shall provide such service in accordance with the provisions of Chapter 395, Local Government Code, V.T.C.A., and Article V, Impact Fees of Chapter 35, the Unified Development Code of the City Code of the City of San Antonio (The Impact Fee Ordinance); and

WHEREAS, the City's Impact Fee Ordinance provides for the execution of a contract between Wayne Harwell Properties, Inc. and the San Antonio Water System for the provision of sewer service to the tract; and

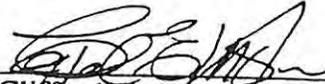
WHEREAS, the terms and conditions of such contract shall be subject to amendment in the event the San Antonio Water System adopts or amends further requirements to the City's Impact Fee Ordinance; now; therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the President/Chief Executive Officer, Joe A. Aceves, P.E., is hereby authorized to execute a sanitary sewer service contract with Wayne Harwell Properties, Inc., to provide sewer service to a 417.7 acre tract generally located northwest of West Loop 1604 and F.M. 471 (Culebra Raod), in San Antonio, Bexar County, Texas.

2. This Resolution should take effect immediately from and after its passage.

PASSED AND APPROVED this 4th day of April, 1995.

  
Clifford E. Morton, Chairman

ATTEST:

  
Christina L. Garcia, Secretary



Whereas, it is in the public interest for wastewater generated from the tract to be collected and/or treated by the System; and

Whereas, the System shall provide such service in accordance with the provisions of Chapter 395, Local Government Code, V.T.C.A., codified as the Unified Development Code (UDC), Chapter 35, Article V, Impact Fee, of the City Code of the City of San Antonio (The Impact Fee Ordinance); and

Whereas, the City's Impact Fee Ordinance provides for the execution of a contract between the parties to provide sewer service to the tract; and

Whereas, the terms and conditions of such contract shall be subject to amendment in the event the City adopts or amends further requirements to the City's Impact Fee Ordinance;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. DEFINITIONS

- A. Code. City Code of the City of San Antonio, Texas and amendments thereto.
- B. Designated Regional Agent Boundary. By the authority of the Texas Water Quality Board Order No. 72-0120-11 passed and approved on January 20, 1972, as amended and as may be amended, the City of San Antonio was designated as the responsible governmental agency to construct, operate, and maintain sewerage systems within a defined geographic Regional Agent Boundary area approximately 360 square miles.
- C. Developer. Owner of the project, his subsequent purchasers, successors, and/or assigns.
- D. President/CEO. The President and Chief Executive Officer of the San Antonio Water System or his designated representative.
- E. Project or Tract. An approximately 417.7 acre tract of land situated in the Outer Service Area, and generally located northwest of West Loop 1604 and F.M. 471 (Culebra Road, in San Antonio, Bexar County, Texas.

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- F. Off-site. Any Structure, facility, equipment, or installation, the purpose and function of which is to receive wastewater from the Project's internal collection system and to transport, treat, and ultimately discharge that wastewater to a receiving stream at a permanent location as determined by the System. All systems between the on-site system and the receiving stream, and the on-site systems, other than properly sized gravity lines, shall be considered temporary facilities until such system(s) are determined by the President/CEO to be an integral part of the System's regional sewerage system. Examples of off-site facilities include, but are not limited to the following: pump, truck, haul and treat operations; temporary treatment plants; lift station and force main systems; gravity flow mains; permanent regional wastewater plants and supporting facilities and improvements or approved modifications to existing facilities, such improvements or approved modifications as more fully defined in Section I.I. Unless otherwise specified in writing by the President/CEO, the City Code and its amendments shall govern the design and construction of the off-site facilities.
- G. On-site. Any structure, facility, equipment, or installation that collects and transports wastewater generated from within the Project to the off-site system at a designated point. The City Code and its amendments shall govern the design and construction of the on-site facilities. If on-site public sewerage facilities are required, such on-site public sewerage facilities must be located in adequately sized, and appropriately dedicated public right-of-way in accordance with applicable sections of the City Code.
- H. Master Plan. A document submitted by the Developer to the President/CEO that includes, but is not limited to, the following: the overall project boundaries, phases of development, schedule of development phases, projection of wastewater flows anticipated to be generated at each development phase; detailed descriptions of sewerage facilities (off-site and on-site) projected to be built during each development.
- I. Improvements or Approved Modifications. Improvements or approved modifications to existing facilities that are determined by the President/CEO to be required in order to accommodate the flows generated by the Project.

## II. GENERAL TERMS AND CONDITIONS

The Parties hereto understand and agree that this sewer service contract and such capacity and credits created hereunder are deemed to attach to the real estate shown in Attachment 1 and

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DATE 3/28/95

RD#10-02-005

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INITIALS W  
DATE 3/29/95

described in Attachment 2, for the use, benefit and value of such real estate. It is the intent of the parties that the Unified Development Code, Chapter 35, Article V, of the City Code and any amendments, revisions, recodification thereto read together with the specific provisions of the Contract are meant to be cumulative in effect and/or application. In the event of a conflict in effect and/or application between the specific provisions of this Contract and Chapter 35, Article V of the City Code and any amendments, revisions, recodification thereto, the provisions of this Contract shall control. The parties further agree to the following general terms and conditions;

- A. If determined to be applicable by the President/CEO, the Developer hereby agrees to submit to the President/CEO, a Project Master Plan, an Engineering Report, and a Water Plan. The Water Plan shall substantively address proposed techniques to be implemented with the Project for the purposes of both short term and long term water re-use and water conservation within the watershed (see Attachment #3 hereto as may be amended). The submittal of such Project Master Plan, Engineering Report and Water Plan shall be a condition precedent to receiving plat approval for recordation and initial sewer service. It is expressly understood and agreed by the Developer that this initial Master Plan, Engineering Report and Water Plan, along with subsequent amendments and revisions to same should they occur, are included instruments to this Contract and are binding upon the Developer for the purpose of demonstrating to the President/CEO proposed and actual land uses and the resulting sewage flows reasonably expected to be generated from such land uses. Developer further agrees to modify such instruments as may be reasonably required by the President/CEO and to provide the President/CEO with subsequent updated revisions of the Master Plan, Engineering Report and/or Water Plan made independently by Developer.
- B. Any Development within the Project tract shall be in accordance with Chapter 35 (with the specific exception on Subsection (d) of Section 35.4266, "On-site mains") of the City Code, and any amendments, revisions, recodification thereto that specifically relates to land use, occupancy, and resulting wastewater flows. (This section does not place the land within the Project tract under the jurisdiction of the City's zoning authority; such jurisdiction authority shall only be acquired upon annexation).
- C. The developer understands that the sanitary sewer service to the project will be by temporary package treatment plants to be owned and maintained by the San Antonio Water System.

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SERVICES DIVISION  
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DATE 3/28/95

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DATE 3/29/95

The Developer's plat approval and sewer service to the project are conditioned upon the permit amendment approval by the appropriate regulatory agency.

The permit amendment application to the Texas Natural Resource Conservation Commission (TNRCC) will address a 120,000 gallon per day facility.

The prerequisite permit amendment approval process is more thoroughly detailed in Section IV, F herein.

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SERVICES DIVISION

- D. In the event that the appropriate regulatory agency(ies) will allow short term interim sewer services to the Project while a temporary package treatment plant is being put into operation, the Developer shall be responsible to provide for interim temporary sanitary sewer pump, truck, haul and treat operations in accordance with the applicable rules and regulations, of Texas Water Development Board as amended or as may be amended.

The Developer shall supply a suitable performance guarantee approved by the President/CEO covering the cost of temporary pump, truck, haul and treat operations for a twelve (12) month period or any portion thereof should the Developer or his agent fail to provide acceptable service.

The Developer shall supply a suitable performance guarantee approved by the President/CEO covering the cost of temporary pump, truck, haul and treat operations for a twelve (12) month period or any portion thereof should the Developer or his agent fail to provide acceptable service.

In the event the System has the necessary and available manpower and equipment resources to provide this temporary service, the System may supply the temporary pump, truck, haul and treat operations as set out herein. In the event the System does supply such service, upon the request of Developer and with prior approval by the appropriate regulatory agency(ies), and in accordance with the rules and regulations of the applicable Edwards Board Order as amended or as may be amended, the rate of compensation shall be reflective of the cost of supplying such service to the Developer as determined by the President/CEO. The conditions upon which the service shall be provided to Developer are the following:

1. The flows generated by the Project shall not exceed a maximum daily average of 10,000 gallons per day or a maximum peak hourly flow rate of 7.0 gallons per minute.
2. In no event shall such pump, truck, haul and

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DATE 3/28/95

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treat operation exceed the service period of 12 months from the inception of the service.

3. The Developer must, as a further condition to receiving this service, provide and maintain at his expense, adequate holding tank facility(ies) and all-weather access site(s) approved by the President/CEO or his designated representative.
  4. Timely payment of the then current monthly service charge for pump, truck, haul and treat operations in accordance with a schedule to be determined by the President/CEO.
- D. Developer shall be assessed an impact fee for both collection and treatment prior to plat approval. The impact fee assessment shall be calculated in accordance with the following criteria:

Treatment Component	\$750.00 per EDU
Collection Component	\$165.00 per EDU

915.00

An EDU (equivalent dwelling unit) is equal to seven hundred fifty (750) gallons per day of peak wastewater flow and three hundred (300) gallons per day of average wastewater flow.

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Developer shall pay a portion of the assessed amount for the collection component of the impact fee prior to plat recordation if such assessed amount is greater than the actual design and construction costs of the off-site line to be built by Developer (as more thoroughly detailed in Attachment #4 herein). In such case, the Developer shall only pay an impact fee amount equivalent to the difference between such amounts.

In the event the actual design and construction costs of the off-site line built by the Developer is greater than the assessed amount of the collection component of the impact fee, then the Developer shall earn credits in accordance with Section IV, Credits, herein.

Developer shall both be assessed and be required to pay the entire treatment component of the impact fee in accordance with the rate set out herein.

Any impact fee Developer shall pay is subject to the right to refund provisions of Chapter 395 of the Local Government Code, V.T.C.A. and the City's Impact Fee Ordinance.

- E. In accordance with the applicable impact fee statutes and ordinances, upon acceptance of an impact fee, the System

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shall be obligated to supply sewer service to the Developer within a five (5) year period. The above notwithstanding, it is specifically acknowledged and agreed to by both parties that, in accordance with Chapter 395, Local Government Code, V.T.C.A., such obligation to provide sewer service within such five (5) year period does not require the construction of a specific facility to provide such sewer service.

- F. The parties hereto understand and agree that in no event shall the combined capacity of the temporary package treatment plant exceed 120,000 gallons per day. The plant shall be temporary in nature and it is the intent of the San Antonio Water System to construct a permanent treatment plant facility to serve the tract.

When a permanent regional wastewater system for the Culebra Watershed is constructed, the wastewater flows from the tract in an amount equivalent to the projected daily volume of sewage for which an impact fee has been paid, shall be connected to such system without additional cost to the Developer.

### III. SANITARY SEWER MAINS, OVERSIZING AND LIFT STATIONS

#### A. Main Sizing, Grade and Elevation

Developer shall prepare an engineering report covering the on-site and/or off-site sewer systems to be constructed to serve the tract including adequate provisions of right-of-way, to ultimately connect the Project to permanent off-site wastewater transportation and treatment facilities which are a part of the System's regional wastewater transportation and treatment system. The System shall review such report and make determination as to its total adequacy and suitability. The System's approval in all respects as to system location, size, grade and invert elevation is a condition precedent to any further obligation of the System.

#### B. Oversizing

The System shall have the right to request the oversizing of both the on-site and/or off-site facilities by the Developer, and shall so notify the Developer, in writing, at the time of approval of the Engineering Report.

The construction cost for the System's required oversizing is to be ascertained and agreed to by the System and Developer prior to any construction of the on-site and/or off-site systems. If the Developer consents in writing to such oversizing, the Developer shall receive credits for such oversizing in accordance with Section V herein.

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Should Developer desire to have capacity in the system in excess of that required by Developer, then Developer shall have the right, with the System's prior approval, to oversize any line at Developer's cost. Such additional capacity shall be agreed upon by Developer and the President/CEO, in writing, prior to any construction of oversize lines.

C. Ownership and Operation

Developer shall dedicate, grant and convey all right, title and interest of the Developer in both the realty and personalty associated with the on-site and/or off-site systems to the System upon their completion and acceptance by the System. The System shall thereafter own, operate, and maintain said systems.

D. Recognition of Vested Rights

Developer shall acquire a vested right to capacity in the off-site sanitary sewer collection and treatment system servicing the tract in the amount established in Subsection E. herein, upon payment of the collection and/or treatment component of the impact fee as set out in Section II.D., hereinabove.

E. Capacity

1. The flow generated from the approximate 417.7 acre tract shall not exceed a maximum average daily flow of 339,600 gallons per day of average flows, which equates to 1,132 EDUs.
2. Proposed land uses shall be indicated on the Developer's Project Master Plan at the time of plat approval and shall be periodically updated by Developer as further provide in Section II.A., above herein.
3. The President/CEO or his designated representative, shall evaluate the Developer's projected maximum capacity needs and make a final determination of the maximum allowable capacity flows prior to any plat approval.
4. The System shall maintain accurate records regarding the Developer's capacity rights in the off-site system, and in the event the Developer exceeds those rights as a result of any subsequent platting, replatting of tract properties, the System shall have the right to either deny plat approval or refuse to accept flows into the regional wastewater transportation and treatment system that are in excess of the capacity rights reserved to the Developer.

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5. The above notwithstanding, the System shall have the right to connect wastewater flows from other developments to Developer's on-site and/or off-site systems, regardless of whether such systems are oversized to accommodate such additional flows only in accordance the terms and conditions of Section 35-5028 of the Unified Development Code and any amendment, revisions, recodification thereto.

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F. Sewer Lift Stations and Pressure Mains

It is expressly recognized that the tract may be situated in more than one drainage sub-basin and that the Developer may seek approval to install on-site and/or off-site pressure main and lift station systems to serve the tract subject to prior approval by the President/CEO. Should Developer so elect, and the President/CEO so concur, all systems shall be designed and constructed at Developer's total expense and at no cost to the System. The Developer may have the option of constructing gravity off-site lines so as to develop preferred gravity flows and eliminate the necessity for the pressure mains and lift stations, subject to prior approval by the System of all design, plans and construction of such systems.

In the event that prerequisite approvals to install on-site and/or off-site pressure main and lift station systems are secured by Developer, the Developer shall establish a fund as approved by the System's Legal Attorney and the Vice President of Finance for each pressure main and lift station system constructed to serve any property within this tract. The creation and approval of said fund shall be a condition precedent for approval by the System, of the plat of the properties for which the pressure main and lift station system shall be constructed to serve. This fund shall guarantee the payment of a minimum annual fee of \$4,600.00 to the System for each pressure main and lift station system constructed to serve property within said tract for a period of ten (10) years following the post-construction acceptance date of each pressure main and lift station system. This minimum annual fee may be adjusted in the event that the System formally adopts a new pressure main and lift station system operation and maintenance fee schedule.

IV. MONTHLY SERVICE FEES, WATER PURVEYOR CONTRACT, INDUSTRIAL WASTES

A. Cost of Treatment

Upon completion of the on-site and/or off-site systems, the System shall be reimbursed monthly for the treatment and disposal of all flows generated by the Project in accordance with the following requirements:

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1. Water Service by the System

In the event water service to a subdivision plat within the tract is provided by the System, the amount of the monthly sanitary sewer service fees for the collection and treatment of wastewater will be those charged to the various customer classifications as set out by City ordinance, with collection thereof being the responsibility of the System.

2. Water Service by Other than the System

In the event water service to a subdivision plat within the tract is not provided by the System, the amount of the monthly sanitary sewer service fees for the collection and treatment of the wastewater will be those charged to the various customer classifications as set by City ordinances, with the billing and collection thereof on behalf of the System, being the responsibility of the water purveyor. In order to facilitate this arrangement, Developer is required to insert into any service agreement with whatever water purveyor is to supply water services to a subdivision plat within the tract, a provision requiring said water purveyor to enter into a Contract with the System to bill and collect the System's monthly sanitary sewer services fees and transmit said fees to the System, all in accordance with a standard System purveyor contract. Pursuant to the System purveyor contract terms, the water purveyor shall advise all sanitary sewer service customers that delinquent non-payment of any of the System's sewer fees will call for possible termination of water service in the event that all Administrative remedies of appeal set forth in the City's Sewer User Ordinance No. 67918, as may be amended, are either exhausted or waived by the customer. The System shall not be obligated to approve any plat within the Developer's tract unless and until the water purveyor has executed a contract with the System to provide sanitary sewer service billing and collection services.

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B. Enforcement of Industrial Waste Ordinance

The Developer shall cause to be recorded in the deed and plat records of Bexar County, a restrictive covenant covering the entire tract. This restrictive covenant shall run with the land in the tract herein described. Such covenant shall contain language expressly granting to the System the right, should the System so elect, to enforce otherwise pursue to the extent provided at law or in equity, the provisions of the City's Industrial Waste

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Ordinance No. 57214, as amended or as may be amended (codified as Chapter 34, Article III, Division 2 of the City Code). The System's right shall include, to the extent provided at law or in equity, the right to inspection, sampling and monitoring of the collection system to assure ordinance compliance. Recordation of the covenant shall be condition precedent for the System's approval of any plats within said tract. The covenant shall be submitted to the System's Legal Department for review and approval prior to recordation.

#### V. REIMBURSEMENT AND/OR CREDITS

Developer may earn credits for the design and construction of the off-site sewerage system, including oversizing, in accordance with Chapter 395 of the Local Government Code and Chapter 35, Section 35-5021 of the City Code and any amendments, revisions, or recodification thereto. Pursuant to Chapter 35, Section of the City Code and any amendments, revisions, or recodification thereto, credits earned shall be on an EDU basis and may be transferred in compliance with the requirements of Chapter 35, Section 35-5029 of the City Code and any amendment, revisions, or recodification thereto.

When the Developer anticipates receiving credits from the System for design and as-built construction costs expended by the Developer, Developer agrees to publicly advertise, award, and construct all portions of these off-site system(s) addressed in this agreement. The public advertisement and award of these construction contracts by the Developer shall be in accordance with the following procedures which are required by state law and standard City construction contract practice:

- A. Place an advertisement for bids once a week for two consecutive weeks in the public notices of the classified ad of at least one (1) newspaper having general circulation. Publishers affidavits of the publication shall be furnished to the President/CEO.
- B. Open bids no sooner than 14 days after the first publication of advertisement for bids.
- C. Notify recognized Builder's publications, such as the Builders Exchange and the Dodge Reports and furnish plans and specifications to them for their plan rooms, no less than two (2) weeks before opening bids.
- D. Notify, in writing, the President/CEO, of the time, date and location of bid opening, and the invite his representative to be present at the bid opening.

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- E. Open the bids in public and award the contract to the lowest responsible bidder submitting a responsive bid.
- F. Reject all the bids, if required by the President/CEO.
- G. Submit reproducible plans of record and as-built cost estimates.

**VI. DESIGN AND CONSTRUCTION PROCEDURES**

**A. Design and Construction**

All design, as well as construction of on-site and/or off-site sewerage facilities shall be, as a minimum, in accordance with any and all requirements pertaining to wastewater collection and treatment set forth by the Board, City, County of Bexar, State of Texas and any agency or departments thereof having regulatory authority, such as, but not limited to the Texas Water Commission and Texas Department of Health. Additionally, all facilities shall be constructed under the inspection of the System, and until written notice of approval of their construction by the President/CEO, no flows therein shall be accepted by the System for treatment.

B. The Developer shall be responsible to pay for all costs associated with the design, right-of-way acquisition, materials and construction of wastewater treatment plant effluent transportation pipelines, if any, and related appurtenances, if any, at the point of actual discharge to the receiving stream.

C. When the Developer anticipates receiving credit from the System for as-built construction costs expended by the Developer to build permanent off-site facilities pursuant to Chapter 395 of the Local Government Code and Chapter 35, Section 35-5021 of the City Code and any amendments, revisions, or recodification thereto, Developer agrees to publicly advertise, award and construct all portions of these off-site system(s) addressed in this agreement, in accordance with Section V, above.

**VII. CITY'S OBLIGATIONS OF PERFORMANCE CONDITIONED**

The obligations of the System herein to render services for the acceptance and treatment of wastewater from the tract is conditioned upon present rules, regulations, and statutes of the United States of America and the State of Texas and any court orders that directly affect either the System's Regional Wastewater Transportation and Treatment System or the Project's sanitary sewer collection system. Developer recognizes and acknowledges that if the rules, regulations, and statutes of the

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United States of America and/or State of Texas that are in effect upon the execution date of the Contract are ever revised or amended to such an extent that the System may be incapable of or prevented from transporting and/or treating the Project's wastewater, then no liability of any nature is to be imposed upon the System resulting from the System's compliance with such legal or regulatory mandates resulting in the system's inability, refusal or failure to provide transportation and/or treatment of the wastewater generated by the Project due to the above described final actions which are beyond the System's control. The System agrees that it will use its best efforts to prevent the enactment or adoption of such provisions or amendments or the imposition of such Court Order. Nothing herein contained is intended to, or shall create a right in any such state or federal court or agency to enact, adopt, or impose such requirements upon the System to the disadvantage of the Developer. Further, in the event that an administrative or judicial proceeding is commenced either by or against the System concerning the right of the System to perform its obligations hereunder, the system shall move for the joinder of the Developer as a party thereto.

#### VIII. PRIVATE JOINT VENTURE AGREEMENTS

In the event the Developer enters into a Private Joint Venture Agreement covering the costs for supplying sewer service to said tract, the Developer hereby agrees to send a copy of such agreement to the attention of the President/CEO. However, the System shall not be obligated under this Contract to monitor the proper disbursement of credits between the parties to said Private Joint Venture Agreement.

#### IX. ASSIGNMENT

No assignment of this Contract in whole or in part shall be made by the Developer without prior written approval by the System in accordance with the following procedure:

- A. Developer shall notify, in writing, the President/CEO evidencing the purpose, intent, terms and effects of the proposed assignment. Developer shall provide the President/CEO with a copy of the proposed assignment.
- B. The President/CEO will review the proposed assignment and shall within thirty (30) days of initial receipt, respond to Developer in writing announcing System's approval, proposed modifications, or disapproval of the proposed assignment.
- C. The System expressly reserves the right to disapprove any proposed assignment for reasonable cause and agrees to provide Developer with a written explanation outlining why a proposed assignment is viewed by the System to be adverse to the Regional Sanitary Sewer System.

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- D. Any assignment by Developer executed in violation of this submittal, review and approval procedure is acknowledged by Developer to be void ab initio as to its effects upon the System, and the Developer will continue to be bound by the terms and conditions of this Contract.
- E. In the event that the System approves an assignment, the System will acknowledge same in writing within thirty (30) days of receipt of the proposed assignment and at such time will further provide a written release to Developer relieving Developer in whole or in part from further responsibilities under this Contract as appropriately determined by an interpretation of the assignment document.

**X. EVENT OF FORECLOSURE**

In the event Developer's interest in the property described in Attachment #1 is extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to the City Attorney's office that they are the successor in interest to the property as a result of such foreclosure, and that there are no lawsuits pending concerning the property, the System shall consider the foreclosing party a successor in interest under the following terms and conditions:

- A. The foreclosing party enters into a sewer service contract with the System with the same conditions as the original contract for the remainder of the original contract's term.
- B. The President/CEO states in writing that such new contract will not be adverse to the System's ownership and operation of the Regional Wastewater Transportation and Treatment System.

**XI. SEVERABILITY**

If for any reason, any one or more paragraphs of this Contract are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of the Contract or the Contract as a whole, but shall be confined to the specific sections, clauses or paragraphs of this Contract held legally invalid.

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**XII. TERMS OF CONTRACT**

The provisions of this Contract shall remain in full force and effect for ten (10) years from the effective date of this Contract. In the event ten (10) years elapse from the effective date of this Contract and Developer has not completed construction of the off-site line and/or not paid all impact fees required herein in order to earn vested rights and credits in accordance with this Contract and the City's Impact Fee

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Ordinance, the parties hereby agree to the following:

- A. The System will continue to (i) accept project wastewater flows for transportation and treatment; (ii) recognize the Developer's right the remaining unused project capacity; and (iii) exercise the credit procedures set forth herein until all eligible costs are recouped by the Developer's performance record in complying with the provisions of this Contract. If the System is dissatisfied with the Developer's performance record under this Contract, it shall notify the Developer of such dissatisfaction on or before the termination date of the Contract. However, if the System is dissatisfied with Developer's performance, it shall give the Developer at least thirty (30) days to cure such defect in performance.
- B. The parties agree to review the provisions of this Contract for possible amendment and re-execution for a term to be agreed to by the Parties.

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XIII. NOTICES

Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO SAN ANTONIO WATER SYSTEM:

SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: JOE ACEVES  
PRESIDENT/CEO

IF TO DEVELOPER:

WAYNE HARWELL PROPERTIES, INC.  
P.O. BOX 17065  
SAN ANTONIO, TEXAS 78217  
ATTN: MR. WAYNE HARWELL, PRESIDENT

or such other address or addresses of which either party may notify the other party. Without affecting the validity of the service of any notice, request, demand, report, certificate or other instruments, copies thereof intended for the parties shall be sent to their respective counsel as follows:

IF TO SAN ANTONIO WATER SYSTEM:

SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: MS. KATHERINE B. CAHILL  
ATTORNEY

IF TO DEVELOPER:

POLUNSKY & BEITEL  
8000 I.H. 10 WEST, SUITE 1600  
SAN ANTONIO, TEXAS 78229  
ATTN: MR. JAY BEITEL  
ATTORNEY

or such other counsel as may be hereafter designated either party from time to time, by written notice to the other party.

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XIV. INCORPORATION OF DOCUMENTS AND ATTACHMENTS

All documents and other materials that are either attached hereto, or referenced therein, are incorporated into this Agreement as an inseparable part hereof, by such reference thereto, and this Agreement shall be constructed to include all of any such attached or referenced documents and other materials unless the contrary shall have been provided herein.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED IN DUPLICATE ON THE 14th, DAY OF April, 1995.

SAN ANTONIO WATER SYSTEM:

By: [Signature]  
PRESIDENT/CEO

ATTEST: [Signature]  
Title: Executive Secretary

DEVELOPER:

By: [Signature]  
Title: PRES.

ATTEST: [Signature]  
Title: Vice President / Secretary

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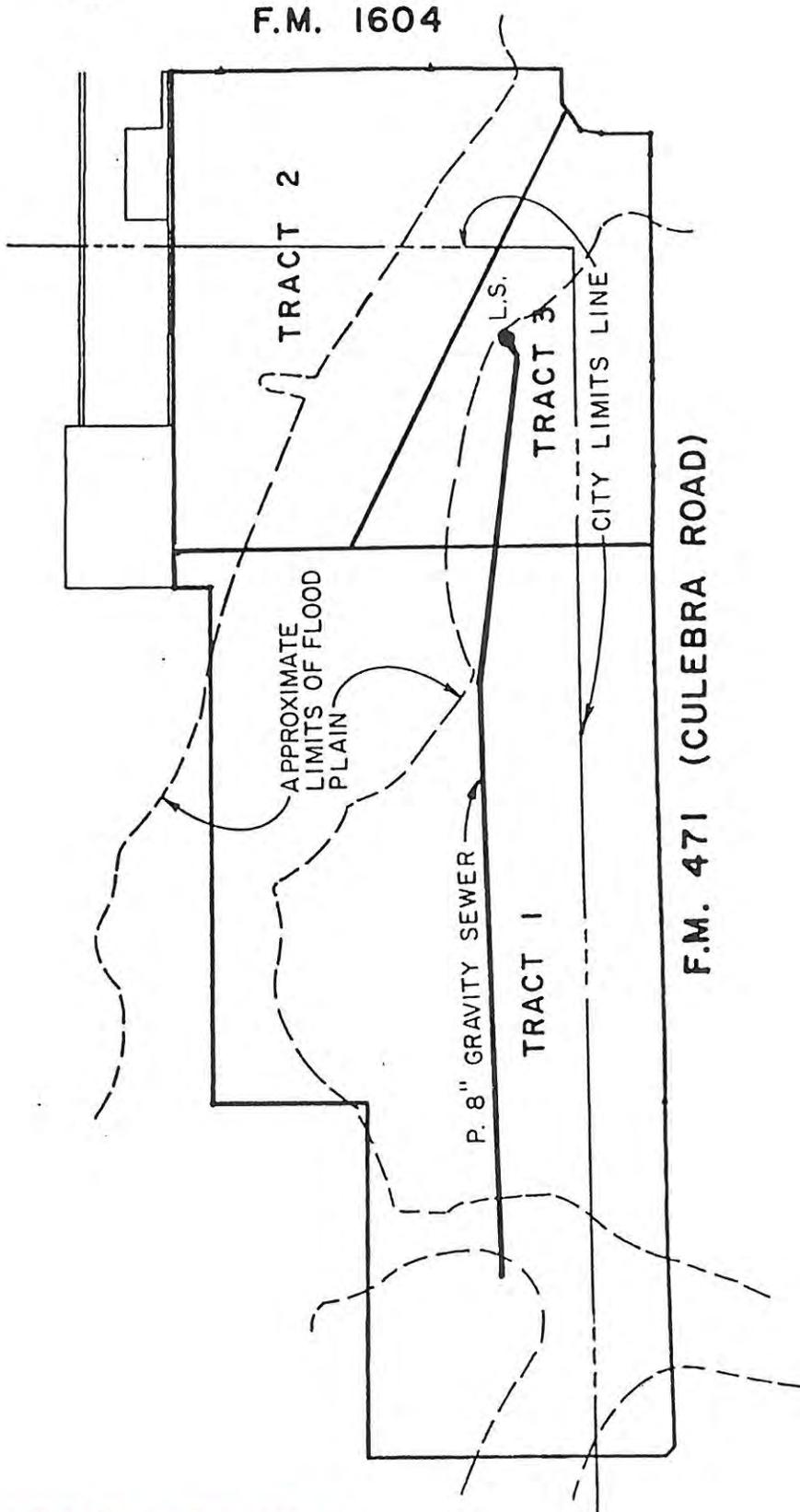
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VICKREY & ASSOCIATES, INC.  
ATTACHMENT 1  
O S A SEWER SERVICE CONTRACT  
417.77 ACRE HARWELL TRACT

## LAWYERS TITLE INSURANCE CORPORATION

## EXHIBIT A

LAND DEVELOPMENT  
SERVICES DIVISION

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417.77 ACRES OF LAND, MORE OR LESS, SITUATED IN BEXAR COUNTY, TEXAS, BEING PARTIALLY IN THE CITY LIMITS OF THE CITY OF SAN ANTONIO AND CONSISTING OF THREE TRACTS OF LAND ONE BEING 76.67 ACRES OUT OF THE M. M. Y. MUSQUIZ SURVEY NO. 80, ABSTRACT 467, COUNTY BLOCK 4450 BEING THE REMAINDER OF THE TRACT DESCRIBED AS 76.61 ACRES IN VOLUME 3281, PAGE 895 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS AND A 340.25 ACRE TRACT OF LAND BEING THE REMAINDER OF A 342.4 ACRE TRACT OUT OF SUBDIVISION NO. 7 AND 8 OF THE C. VILLANUEVA SURVEY NO. 85, ABSTRACT 774, COUNTY BLOCK 4449 AND BEING THAT SAME TRACT DESCRIBED IN VOLUME 3283, PAGE 1268 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AND THAT 0.85 OF AN ACRE 22 FOOT WIDE ABANDONED LANE BETWEEN THE 76.67 AND THE 340.25 ACRE TRACT, SAID 417.77 ACRES BEING DESCRIBED AS FOLLOWS (NOTE: ALL SET IRON PINS ARE 1/2 INCH REBAR WITH A PLASTIC CAP STAMPED "BAKER SURVEYING"):

BEGINNING at a concrete monument found in the East line of Farm to Market Road No. 1560 at its cut-off to the North line of Farm to Market Road No. 471 for the Northernmost Southwest corner of this tract and the 76.61 acre tract;

THENCE North 27 degrees 32 minutes 41 seconds East, 1674.46 feet generally along fence and with the West line of the 76.61 acre tract and the East line of F.M. 1560 to a 1/2 inch iron pin found for the Northwest corner of this tract and being the Southwest corner of a remainder of a 20.76 acre tract described in Volume 2308, Page 844 of the Real Property Records of Bexar County, Texas;

THENCE South 61 degrees 51 minutes 21 seconds East, 1971.54 feet generally along fence and with the North line of the 76.61 acre tract the South line of the remainder of the 20.76 acre tract and a 18.764 acre tract out of the 20.76 acre tract to an iron pin set in the West line of a 22 foot wide lane;

THENCE South 61 degrees 51 minutes 21 seconds East, 22.00 feet across said lane to an iron pin set in the East line of said 22 foot wide lane, the West line of the 340.25 acre tract and the 342.4 acre tract for an interior corner of this tract;

THENCE North 27 degrees 46 minutes 00 seconds East, 857.75 feet generally along fence and with the West line of the 340.25 acre tract and the East line of the 22 foot wide lane to an iron pin set for the Northwest corner of this tract and being the Northwest corner of the 340.25 acre tract and being the Southwest corner of a 181.9 acre tract conveyed to Frank Wehmeyer and recorded in Volume 2523, Page 274 of the Deed Records of Bexar County, Texas;

THENCE South 62 degrees 09 minutes 37 seconds East, 2889.66 feet generally along fence and with the North line of the 340.25 acre tract and the South line of the 181.9 acre tract to an iron pin set for a corner of this tract and being the Southeast corner of the 181.90 acre tract;

THENCE North 27 degrees 40 minutes 00 seconds East, 199.44 feet generally along fence and with the East line of the 181.9 acre tract and a West line of the 340.25 acre tract to an iron pin set for a corner of this tract and being the Southwest corner of a 12.396 acre tract conveyed to Walzem Development Company by Deed recorded in Volume 3808, Page 649 of the Real Property Records of Bexar County, Texas;

THENCE South 62 degrees 03 minutes 51 seconds East, 2875.73 feet generally along fence and with the South line of the 12.396 acre tract and a 1.134 acre tract conveyed to Walzem Development Company by Deed recorded in Volume 3808, Page 652 of the Real Property Records of Bexar County, Texas and the ostensible North line of Subdivision No. 8 and the ostensible South line of Subdivision No. 5 to an iron pin set in the ostensible East line of

Case No. 94 DT 307353-T (00009) (CONT. ON EXH. A, PAGE 2) DOC# 1

RD#10-02-005

LAWYERS TITLE INSURANCE CORPORATION

EXHIBIT A (page 2)

Subdivision No. 8 and Survey No. 85 and the West line of Loop 1604 and Leslie Road for the Northeast corner of this tract and the 340.25 acre tract and the Southeast corner of the 1.134 acre tract;

THENCE with the East line of the 340.25 acre tract, the ostensible East line of Subdivision No. 8 and Survey No. 85 and the West line of Loop 1604 and Leslie Road as follows:

SOUTH 27 degrees 29 minutes 57 seconds West, 272.07 feet to a Department of Transportation (DOT) brass disk in concrete found at an angle in said line;

SOUTH 27 degrees 17 minutes 17 seconds West, 1168.85 feet to a brass disk in concrete found for an angle in said line;

SOUTH 28 degrees 35 minutes 07 seconds West, 747.87 feet to an iron pin set in the center line of Culebra Creek for the Easternmost Southeast corner of this tract and being the Northeast corner of a 1.5 acre tract in two tracts conveyed to Dan Persyn and wife and recorded in Volume 4953, Page 91 of the Deed Records of Bexar County, Texas;

THENCE North 62 degrees 30 minutes 50 seconds West, 187.58 feet with the center line of Culebra Creek and a South line of the 340.25 acre tract and the North line of the Persyn tract to an iron pin set at its confluence with a branch of said creek;

THENCE South 84 degrees 06 minutes 20 seconds West, 187.27 feet with the center line of said branch creek and a South line of the 340.25 acre tract and the West line of the Persyn tract to an iron pin set for a corner of this tract and being the Northwest corner of the Persyn tract;

THENCE South 36 degrees 56 minutes 26 seconds West, 115.95 feet and South 28 degrees 36 minutes 27 seconds West, 276.00 feet with an East line of the 340.25 acre tract and the West line of the Persyn tract to a 1/2 inch iron pin found in the North line of F.M. 471 for the Westernmost Southeast corner of this tract and the 340.25 acre tract and the Southwest corner of the Persyn tract;

THENCE with the South line of this tract and the North line of F.M. 471 as follows:

NORTH 61 degrees 42 minutes 00 seconds West, 120.57 feet to an iron pin set at an angle;

NORTH 62 degrees 14 minutes 01 second West, 1152.61 feet to an iron set at an angle;

NORTH 61 degrees 57 minutes 03 seconds West, 94.17 feet to an iron pin set at an angle;

NORTH 62 degrees 12 minutes 12 seconds West, 476.90 feet to a concrete monument found at an angle;

NORTH 61 degrees 03 minutes 00 seconds West, 386.10 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the right having a radius of 5769.65 feet and central angle of 02 degrees 13 minutes 00 seconds a distance of 223.22 feet to a concrete monument found at the end of said curve (chord bears North 62 degrees 09 minutes 30 seconds West, 223.20 feet);

NORTH 63 degrees 16 minutes 00 seconds West, 2594.77 feet to a concrete monument found at an angle;

NORTH 62 degrees 32 minutes 00 seconds West, 351.60 feet to an iron pin set in the East line of an abandoned 22.0 foot wide lane;

Case No. 94 DT 307353-T (CONT. ON EXH. A, PAGE 3) (00009)

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LAWYERS TITLE INSURANCE CORPORATION

EXHIBIT A (page 3)

NORTH 62 degrees 32 minutes 00 seconds West, 22.00 feet across the South end of said lane to a 1 inch pipe found in the North line of F.M. 471 for the Southeast corner of this tract;

NORTH 62 degrees 32 minutes 00 seconds West, 581.20 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the left having a radius of 11499.20 feet and a central angle of 01 degree 12 minutes 00 seconds a distance of 240.84 feet to a concrete monument found at the end of said curve (chord bears North 63 degrees 08 minutes 00 seconds West, 240.83 feet);

NORTH 63 degrees 44 minutes 00 seconds West, 910.20 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the right having a radius of 11419.209 feet and a central angle of 00 degrees 55 minutes 02 seconds a distance of 182.79 feet to a concrete monument found at the cut-off corner to the East line of F.M. 1560 (chord bears North 63 degrees 16 minutes 29 seconds West, 182.79 feet)

THENCE North 17 degrees 28 minutes 49 seconds West, 70.92 feet across said cut-off corner to the PLACE OF BEGINNING.

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SERVICES DIVISION

Case No. 94 DT 307353-T (00009)

DOC# 1

RD#10-02-005

**PERMIT**

Type of Permit: Water and Sewer permits (Attached) \_\_\_\_\_ Date of Application: 11/17/94 and 3/28/95 \_\_\_\_\_

Permit Number: 95-061 Date issued: April 4, 1995

Expiration Date: \_\_\_\_\_ Acreage: 417.77 Acres \_\_\_\_\_

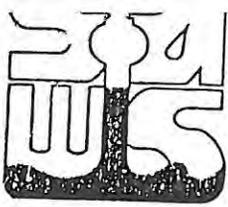
Such permits plainly state that this track is to be used as residential

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LAND DEVELOPMENT  
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RD # 10 - 02 - 005



San Antonio Water System

November 10, 1994

Mr. Wayne Harwell  
Wayne Harwell Properties, Inc.  
PO Box 17065  
San Antonio, TX 78217-7272

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LAND DEVELOPMENT  
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Dear Mr. Harwell:

Re: Water Service to a 238.81-Acre Tract, 99.91-Acre Tract  
and a 60.89-Acre Tract Along FM 1604 and Culebra Road  
(SAWS Project File A-7821)

The San Antonio Water System Board of Trustees on November 1, 1994 approved extension of water service to the referenced properties on a developer customer basis as provided for in the Board's Regulations for Water Service, applicable amendments to the Regulations, and any other applicable local, state, and federal regulations. The approval was based on the staff recommendations and conditions contained in the Engineering Report on the feasibility study dated November 1, 1994 of which a copy is enclosed.

This water service commitment will require the developer to provide the total funding of all necessary on-site facilities, contribute the flow impact fee in effect at the time of plat application for each subdivision unit, and contribute the system development impact fee in effect at the time of plat application for each subdivision unit.

The total commitment for water service is subject to the availability of a water supply. The San Antonio Water System will honor this commitment for a period of three (3) months from November 1, 1994. This commitment will expire if not exercised during this period.

Very truly yours,

Wayne Bitzkie, Manager  
Mains and Services Division

Attachment

RD # 10 - 02 - 005

PRELIMINARY ENGINEERING REPORT  
ON THE FEASIBILITY OF  
THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES  
PROVIDING WATER SERVICE TO  
THE 238.81-ACRE TRACT, A 99.91-ACRE TRACT, AND A  
60.89-ACRE TRACT ON FM 1604 & CULEBRA ROAD

LAND DEVELOPMENT  
SERVICE DIVISION

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November 1, 1994

- I. Mr. Wayne Harwell has requested, on behalf of Culebra 1604 Joint Venture, that the San Antonio Water System provide water service to a 238.81-acre tract, a 99.91-acre tract, and a 60.89-acre tract located along Culebra Road and FM 1604. A copy of the letter requesting water service is attached.
- II. The three tracts are located on the northwest corner of FM 1604 and Culebra Road, within the Board's service area, and both inside and outside of the city limits. The tracts' locations are also illustrated on the attached sketch. The tracts are not located over the Edwards Aquifer Recharge Zone.
- III. The tracts are planned to be developed for single family residential use. Each tract's ultimate water demand is summarized below:

238.81-Acre Tract	-	677 EDUs
99.91-Acre Tract	-	280 EDUs
60.89-Acre Tract	-	<u>175 EDUs</u>
Total	-	1,132 EDUs

Water supply to the tracts will be from Service Level 7.

- IV. To supply water for domestic needs and fire protection consistent with the Board's Criteria, each separate tract requires the flow capacity of the following mains:

238.81-Acre Tract	-	16-inch Main
99.91-Acre Tract	-	12-inch Main
60.89-Acre Tract	-	12-inch Main

The cumulative flow capacity requirements can be accommodated in an existing 36-inch main on FM 1604 and an existing 20-inch main on Culebra which border the tracts. The developer will be required to install all necessary on-site facilities in accordance with the Board's Regulations and at his total cost.

- V. In accordance with the Board's Regulations, payment of a flow impact fee is required to reimburse the Board for distribution facility capital improvements made within the service area after February 2, 1984, and which were installed to supply water to new customers. The flow impact fee will be assessed in accordance with the most current approved fee schedule in effect at the time of plat application for each subdivision unit.

RD # 10 - 02 - 005

Based on the current charge of \$177 per equivalent dwelling unit (EDU), the flow impact fee for each tract is summarized below:

283.81-Acre Tract	-	\$119,829
99.91-Acre Tract	-	\$ 49,560
60.89-Acre Tract	-	<u>\$ 30,975</u>
Total	-	\$200,364

- VI. Also, in accordance with the Board's Regulations, payment of a system development impact fee is required to reimburse the Board for transmission and production facility capital improvements made within Service Level 7 after February 2, 1984, and which were installed to supply water to new customers. The system development impact fee will be assessed in accordance with the most current approved fee schedule in effect at the time of plat application for each subdivision unit. Based on the current charge of \$170 per EDU in Service Level 7, the total system development impact fee for each tract is summarized below:

283.81-Acre Tract	-	\$115,090
99.91-Acre Tract	-	\$ 47,600
60.89-Acre Tract	-	<u>\$ 29,750</u>
Total	-	\$192,440

- VII. It is recommended that Mr. Wayne Harwell, be informed that the San Antonio Water System can provide water service to the 238.81-acre tract, the 99.91-acre tract, and the 60.89-acre tract on a developer customer basis as provided for in the Board's Regulations, applicable amendments to the Regulations, and any other applicable local, state and federal regulations. Such a water service commitment will require the applicant to provide the total funding of all necessary on-site facilities, contribute the flow impact fee in effect at the time of plat application for each subdivision unit, and contribute the system development impact fee in effect at the time of plat application for each subdivision unit. Additionally, the total commitment for water service is subject to the availability of a water supply. It is further recommended that this commitment for service be honored for a period of three months, and if not exercised during that period, the water service commitment will expire.

*Donald L. Pollard*

Donald L. Pollard, P.E.  
Director of Waterworks Engineering

Attachments

RD # 10 - 02 - 005

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DEVELOPER-CUSTOMER  
238.81, 99.91, & 60.89-ACRE  
FM LOOP 1604 & CULEBRA ROAD TRACTS  
(A-7821)

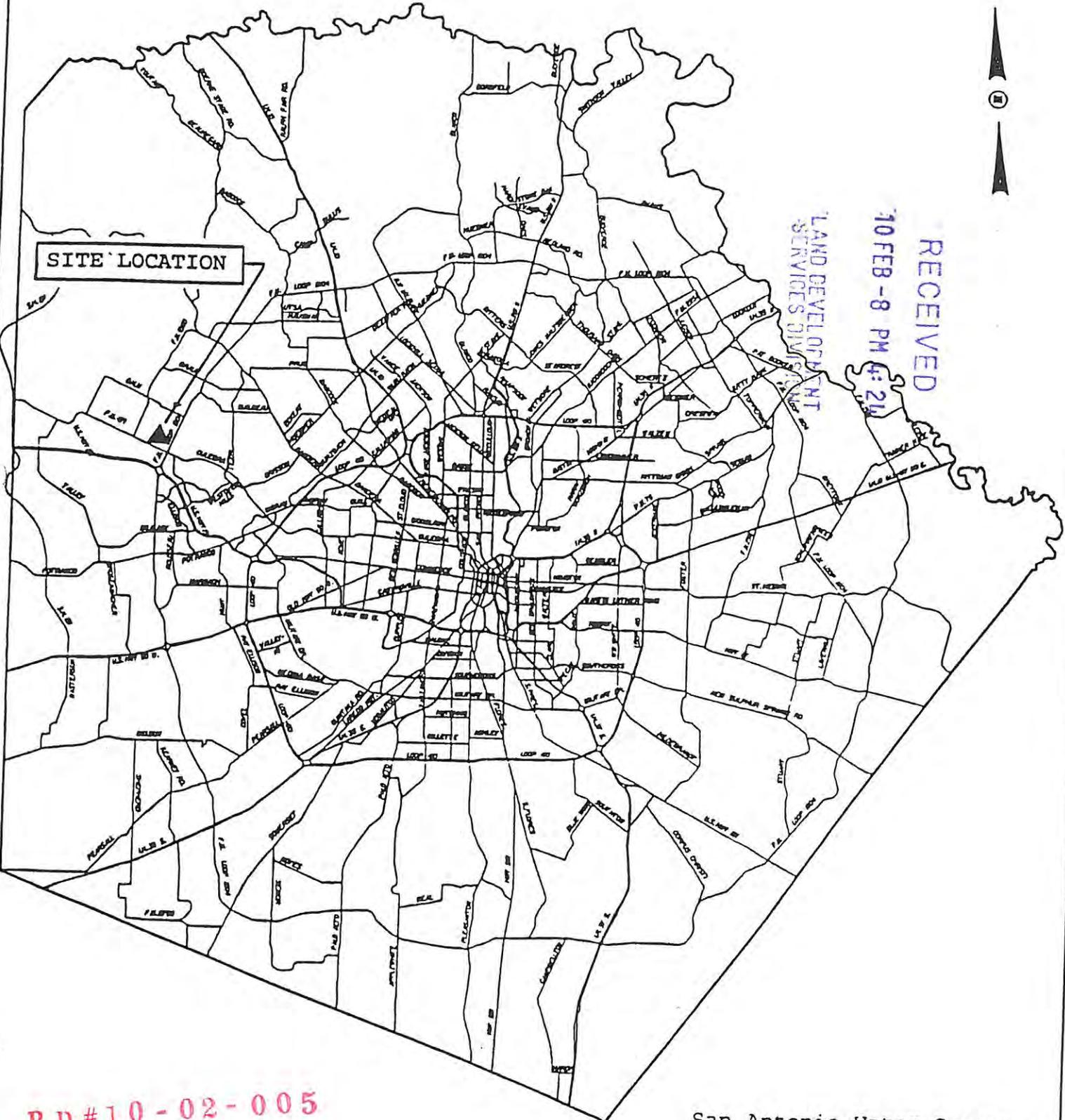


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SITE LOCATION



RD#10-02-005

San Antonio Water System  
San Antonio, Texas  
November 1, 1994

**PRELIMINARY ENGINEERING REPORT  
PROPOSED WESTWOOD SUBDIVISION  
FM 1604/CULEBRA ROAD**

Prepared For:  
Wayne Harwell Properties, Inc.  
San Antonio, Texas

LAND DEVELOPMENT  
SERVICES DIVISION

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November 17, 1994

Vickrey & Associates, Inc.  
7334 Blanco Road, Suite 109  
San Antonio, Texas 78216  
(210) 349-3271



*W. D. Vandertulip*  
11/17/94

RD# 10 - 02 - 005

PRELIMINARY ENGINEERING REPORT

PROPOSED WESTWOOD SUBDIVISION

INTRODUCTION

Westwood Subdivision is located in the north quadrant of FM 1604 and FM 471 (Culebra Road as shown on Sheet 1 and 2, Preliminary Master Water Plan and Preliminary Master Wastewater Plan, respectively. The 161.085 acre tract includes Tracts 2 and 3 identified on the Developer-Customer drawing (Figure 1) prepared by San Antonio Water System (SAWS) for the November 1, 1994 Board meeting. Tracts 2 and 3 are proposed to be developed first into 280 (73.317 acres) and 151 (35.283 acres) single family residential lots. The SAWS Board commitment for water service includes Tract 1, a 238.81 acre tract immediately west of Tract 3 that will be addressed separately. Sewer service is requested for the entire 417.7 acre tract included in the attached Metes & Bounds Property Description.

WATER SERVICE

The proposed development is consistent with the SAWS Preliminary Engineering Report. Water service is required first for 280 lots on Tract 2 and 151 lots on Tract 3. The lot count matches the Developer request for Tract 2 and is below the original 175 equivalent dwelling unit (EDU) request for Tract 3. As design proceeds on Tract 3, some additional acreage likely will be reclaimed from the flood prone areas and increase the current projection near the original request.

Tract 2 will include two 8 inch connections to the existing 36 inch main along the west right-of-way of FM 1604. Water distribution is proposed to be accomplished by a looped 8-inch main with interconnected 6 inch distribution grid. Tract 3 will include two 8 inch connections to an existing 20 inch main along the south right-of-way of FM 471 - Culebra Road. An internal 8 inch diameter loop will be supplemented by 6 inch mains to serve the balance of the subdivision. Connections to both SAWS transmission mains are consistent with the SAWS report (Figure 1).

WASTEWATER SERVICE

Gravity sewer service will be provided initially for Tracts 2 and 3 to a proposed on-site lift station. This location is consistent with the location of a proposed 8 inch gravity main in our June 1992 - Phase B Report, Culebra Creek Lower Service Area. Discussions with SAWS Wastewater Engineering indicate an alternate location downstream is being considered by others for the regional lift station. This service concept is also based on direction to transport the wastewater generated from this development to the proposed Culebra Creek Treatment Plant site, immediately north of Tract 2. The proposed lift station can serve Tracts 2 and 3 initially with a projected total design flow of 136,500 gallons per day (GPD) and peak flow rate of 341,250 GPD. Service to the entire 417.7 acre tract will provide capacity for 1132 EDU's with average daily flow of 339,600 GPD.

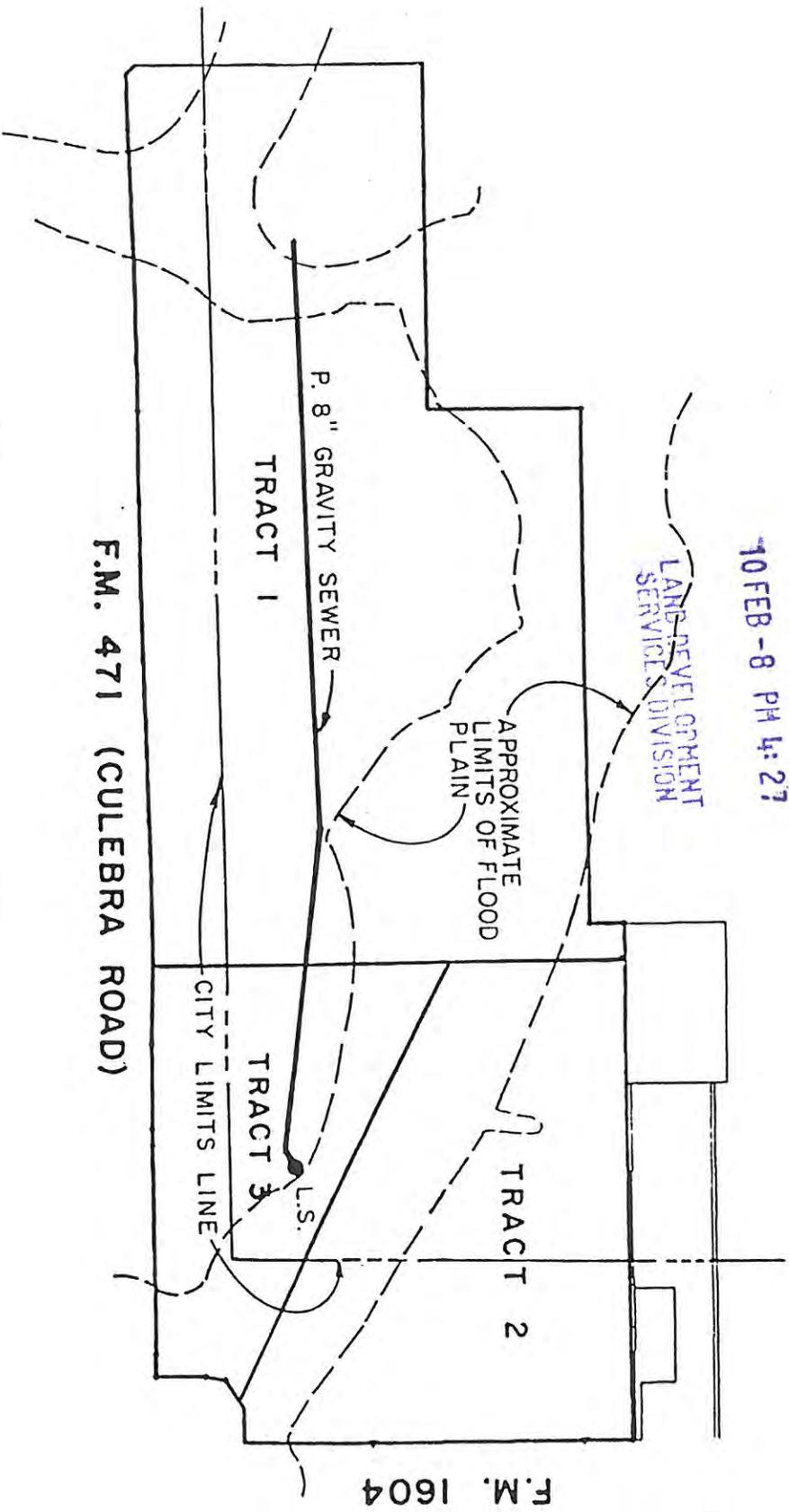
Gravity service in Tract 2 will collect at a siphon structure on the north side of Culebra Creek and siphon to the lift station on the southside of the creek with approximately five foot of head. Gravity service for Tract 3 will drain to the lift station. A sanitary sewer easement will be provided

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SAN ANTONIO, TEXAS  
WESTWOOD SUBDIVISION

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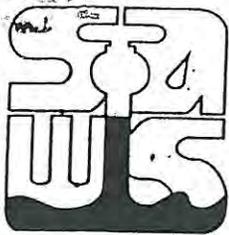
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SERVICE DIVISION



SCALE: 1"=1000'



VICKREY & ASSOCIATES, INC.  
 ATTACHMENT 1  
 O S A SEWER SERVICE CONTRACT  
 417.77 ACRE HARWELL TRACT



San Antonio Water System

July 18, 1995

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LAND DEVELOPMENT  
SERVICES DIVISION

Wayne Harwell Properties  
P.O. Box 17065  
San Antonio, Texas 78217

Attn: Wayne Harwell, President

RE: AN ORIGINAL OSA SANITARY SEWER SERVICE CONTRACT FOR WAYNE HARWELL PROPERTIES, FOR THE PROPOSED WESTWOOD SUBDIVISION, A 417.7 ACRE TRACT OF LAND LOCATED NORTHWEST OF WEST LOOP 1604 AND F.M. 471 (CULEBRA ROAD), IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

Dear Mr. Harwell:

Enclosed you will find an original executed OSA Sewer Service Contract for Wayne Harwell Properties, which was passed and approved on April 4, 1995 by the San Antonio Water System's Board of Trustees through Resolution #95-061.

Should you require further assistance, please call Santa G. Rivas at (210)704-7185.

Sincerely,

A handwritten signature in cursive script that reads "Jose R. Limon".

Jose R. Limon, Manager  
Developer Services Division  
Infrastructure Planning

Department

Attachment: Original Sewer Service Contract

cc: File

RD#10-02-005

RESOLUTION NO. 35-061

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER TO EXECUTE A SANITARY SEWER SERVICE CONTRACT WITH WAYNE HARWELL PROPERTIES, INC.

WHEREAS, Wayne Harwell Properties, Inc., plans to develop an approximate 417.7 acre tract of land located within the Outer Service Area (OSA); and

WHEREAS, it is in the public interest for wastewater generated from the tract to be collected and/or treated by the San Antonio Water System; and

WHEREAS, the San Antonio Water System shall provide such service in accordance with the provisions of Chapter 395, Local Government Code, V.T.C.A., and Article V, Impact Fees of Chapter 35, the Unified Development Code of the City Code of the City of San Antonio (The Impact Fee Ordinance); and

WHEREAS, the City's Impact Fee Ordinance provides for the execution of a contract between Wayne Harwell Properties, Inc. and the San Antonio Water System for the provision of sewer service to the tract; and

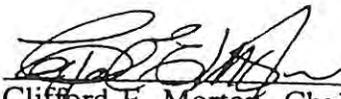
WHEREAS, the terms and conditions of such contract shall be subject to amendment in the event the San Antonio Water System adopts or amends further requirements to the City's Impact Fee Ordinance; now; therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the President/Chief Executive Officer, Joe A. Aceves, P.E., is hereby authorized to execute a sanitary sewer service contract with Wayne Harwell Properties, Inc., to provide sewer service to a 417.7 acre tract generally located northwest of West Loop 1604 and F.M. 471 (Culebra Raod), in San Antonio, Bexar County, Texas.

2. This Resolution should take effect immediately from and after its passage.

PASSED AND APPROVED this 4th day of April, 1995.

  
Clifford E. Morton, Chairman

ATTEST:

  
Christina L. Garcia, Secretary

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Whereas, it is in the public interest for wastewater generated from the tract to be collected and/or treated by the System; and

Whereas, the System shall provide such service in accordance with the provisions of Chapter 395, Local Government Code, V.T.C.A., codified as the Unified Development Code (UDC), Chapter 35, Article V, Impact Fee, of the City Code of the City of San Antonio (The Impact Fee Ordinance); and

Whereas, the City's Impact Fee Ordinance provides for the execution of a contract between the parties to provide sewer service to the tract; and

Whereas, the terms and conditions of such contract shall be subject to amendment in the event the City adopts or amends further requirements to the City's Impact Fee Ordinance;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. DEFINITIONS

- A. Code. City Code of the City of San Antonio, Texas and amendments thereto.
- B. Designated Regional Agent Boundary. By the authority of the Texas Water Quality Board Order No. 72-0120-11 passed and approved on January 20, 1972, as amended and as may be amended, the City of San Antonio was designated as the responsible governmental agency to construct, operate, and maintain sewerage systems within a defined geographic Regional Agent Boundary area approximately 360 square miles.
- C. Developer. Owner of the project, his subsequent purchasers, successors, and/or assigns.
- D. President/CEO. The President and Chief Executive Officer of the San Antonio Water System or his designated representative.
- E. Project or Tract. An approximately 417.7 acre tract of land situated in the Outer Service Area, and generally located northwest of West Loop 1604 and F.M. 471 (Culebra Road, in San Antonio, Bexar County, Texas.

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- F. Off-site. Any Structure, facility, equipment, or installation, the purpose and function of which is to receive wastewater from the Project's internal collection system and to transport, treat, and ultimately discharge that wastewater to a receiving stream at a permanent location as determined by the System. All systems between the on-site system and the receiving stream, and the on-site systems, other than properly sized gravity lines, shall be considered temporary facilities until such system(s) are determined by the President/CEO to be an integral part of the System's regional sewerage system. Examples of off-site facilities include, but are not limited to the following: pump, truck, haul and treat operations; temporary treatment plants; lift station and force main systems; gravity flow mains; permanent regional wastewater plants and supporting facilities and improvements or approved modifications to existing facilities, such improvements or approved modifications as more fully defined in Section I.I. Unless otherwise specified in writing by the President/CEO, the City Code and its amendments shall govern the design and construction of the off-site facilities.
- G. On-site. Any structure, facility, equipment, or installation that collects and transports wastewater generated from within the Project to the off-site system at a designated point. The City Code and its amendments shall govern the design and construction of the on-site facilities. If on-site public sewerage facilities are required, such on-site public sewerage facilities must be located in adequately sized, and appropriately dedicated public right-of-way in accordance with applicable sections of the City Code.
- H. Master Plan. A document submitted by the Developer to the President/CEO that includes, but is not limited to the following: the overall project boundaries, phases of development, schedule of development phases, projection of wastewater flows anticipated to be generated at each development phase; detailed descriptions of sewerage facilities (off-site and on-site) projected to be built during each development.
- I. Improvements or Approved Modifications. Improvements or approved modifications to existing facilities that are determined by the President/CEO to be required in order to accommodate the flows generated by the Project.

## II. GENERAL TERMS AND CONDITIONS

The Parties hereto understand and agree that this sewer service contract and such capacity and credits created hereunder are deemed to attach to the real estate shown in Attachment 1 and

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described in Attachment 2, for the use, benefit and value of such real estate. It is the intent of the parties that the Unified Development Code, Chapter 35, Article V, of the City Code and any amendments, revisions, recodification thereto read together with the specific provisions of the Contract are meant to be cumulative in effect and/or application. In the event of a conflict in effect and/or application between the specific provisions of this Contract and Chapter 35, Article V, of the City Code and any amendments, revisions, recodification thereto, the provisions of this Contract shall control. The parties further agree to the following general terms and conditions;

- A. If determined to be applicable by the President/CEO, the Developer hereby agrees to submit to the President/CEO, a Project Master Plan, an Engineering Report, and a Water Plan. The Water Plan shall substantively address proposed techniques to be implemented with the Project for the purposes of both short term and long term water re-use and water conservation within the watershed (see Attachment #3 hereto as may be amended). The submittal of such Project Master Plan, Engineering Report and Water Plan shall be a condition precedent to receiving plat approval for recordation and initial sewer service. It is expressly understood and agreed by the Developer that this initial Master Plan, Engineering Report and Water Plan, along with subsequent amendments and revisions to same should they occur, are included instruments to this Contract and are binding upon the Developer for the purpose of demonstrating to the President/CEO proposed and actual land uses and the resulting sewage flows reasonably expected to be generated from such land uses. Developer further agrees to modify such instruments as may be reasonably required by the President/CEO and to provide the President/CEO with subsequent updated revisions of the Master Plan, Engineering Report and/or Water Plan made independently by Developer.
- B. Any Development within the Project tract shall be in accordance with Chapter 35 (with the specific exception on Subsection (d) of Section 35.4266, "On-site mains") of the City Code, and any amendments, revisions, recodification thereto that specifically relates to land use, occupancy, and resulting wastewater flows. (This section does not place the land within the Project tract under the jurisdiction of the City's zoning authority, such jurisdiction authority shall only be acquired upon annexation).
- C. The developer understands that the sanitary sewer service to the project will be by temporary package treatment plants to be owned and maintained by the San Antonio Water System.

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The Developer's plat approval and sewer service to the project are conditioned upon the permit amendment approval by the appropriate regulatory agency.

The permit amendment application to the Texas Natural Resource Conservation Commission (TNRCC) will address a 120,000 gallon per day facility.

The prerequisite permit amendment approval process is more thoroughly detailed in Section IV, F herein.

- D. In the event that the appropriate regulatory agency(ies) will allow short term interim sewer services to the Project while a temporary package treatment plant is being put into operation, the Developer shall be responsible to provide for interim temporary sanitary sewer pump, truck, haul and treat operations in accordance with the applicable rules and regulations, of Texas Water Development Board as amended or as may be amended.

The Developer shall supply a suitable performance guarantee approved by the President/CEO covering the cost of temporary pump, truck, haul and treat operations for a twelve (12) month period or any portion thereof should the Developer or his agent fail to provide acceptable service.

The Developer shall supply a suitable performance guarantee approved by the President/CEO covering the cost of temporary pump, truck, haul and treat operations for a twelve (12) month period or any portion thereof should the Developer or his agent fail to provide acceptable service.

In the event the System has the necessary and available manpower and equipment resources to provide this temporary service, the System may supply the temporary pump, truck, haul and treat operations as set out herein. In the event the System does supply such service, upon the request of Developer and with prior approval by the appropriate regulatory agency(ies), and in accordance with the rules and regulations of the applicable Edwards Board Order as amended or as may be amended, the rate of compensation shall be reflective of the cost of supplying such service to the Developer as determined by the President/CEO. The conditions upon which the service shall be provided to Developer are the following:

1. The flows generated by the Project shall not exceed a maximum daily average of 10,000 gallons per day or a maximum peak hourly flow rate of 7.0 gallons per minute.
2. In no event shall such pump, truck, haul and

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treat operation exceed the service period of 12 months from the inception of the service.

3. The Developer must, as a further condition to receiving this service, provide and maintain at his expense, adequate holding tank facility(ies) and all-weather access site(s) approved by the President/CEO or his designated representative.
  4. Timely payment of the then current monthly service charge for pump, truck, haul and treat operations in accordance with a schedule to be determined by the President/CEO.
- D. Developer shall be assessed an impact fee for both collection and treatment prior to plat approval. The impact fee assessment shall be calculated in accordance with the following criteria:

Treatment Component	\$750.00 per EDU
Collection Component	\$165.00 per EDU

915.00

An EDU (equivalent dwelling unit) is equal to seven hundred fifty (750) gallons per day of peak wastewater flow and three hundred (300) gallons per day of average wastewater flow.

Developer shall pay a portion of the assessed amount for the collection component of the impact fee prior to plat recordation if such assessed amount is greater than the actual design and construction costs of the off-site line to be built by Developer (as more thoroughly detailed in Attachment #4 herein). In such case, the Developer shall only pay an impact fee amount equivalent to the difference between such amounts.

In the event the actual design and construction costs of the off-site line built by the Developer is greater than the assessed amount of the collection component of the impact fee, then the Developer shall earn credits in accordance with Section IV, Credits, herein.

Developer shall both be assessed and be required to pay the entire treatment component of the impact fee in accordance with the rate set out herein.

Any impact fee Developer shall pay is subject to the right to refund provisions of Chapter 395 of the Local Government Code, V.T.C.A. and the City's Impact Fee Ordinance.

- E. In accordance with the applicable impact fee statutes and ordinances, upon acceptance of an impact fee, the System

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shall be obligated to supply sewer service to the Developer within a five (5) year period. The above notwithstanding, it is specifically acknowledged and agreed to by both parties that, in accordance with Chapter 395, Local Government Code, V.T.C.A., such obligation to provide sewer service within such five (5) year period does not require the construction of a specific facility to provide such sewer service.

- F. The parties hereto understand and agree that in no event shall the combined capacity of the temporary package treatment plant exceed 120,000 gallons per day. The plant shall be temporary in nature and it is the intent of the San Antonio Water System to construct a permanent treatment plant facility to serve the tract.

When a permanent regional wastewater system for the Culebra Watershed is constructed, the wastewater flows from the tract in an amount equivalent to the projected daily volume of sewage for which an impact fee has been paid, shall be connected to such system without additional cost to the Developer.

III. SANITARY SEWER MAINS, OVERSIZING AND LIFT STATIONS

A. Main Sizing, Grade and Elevation

Developer shall prepare an engineering report covering the on-site and/or off-site sewer systems to be constructed to serve the tract including adequate provisions of right-of-way, to ultimately connect the Project to permanent off-site wastewater transportation and treatment facilities which are a part of the System's regional wastewater transportation and treatment system. The System shall review such report and make determination as to its total adequacy and suitability. The System's approval in all respects as to system location, size, grade and invert elevation is a condition precedent to any further obligation of the System.

B. Oversizing

The System shall have the right to request the oversizing of both the on-site and/or off-site facilities by the Developer, and shall so notify the Developer, in writing, at the time of approval of the Engineering Report.

The construction cost for the System's required oversizing is to be ascertained and agreed to by the System and Developer prior to any construction of the on-site and/or off-site systems. If the Developer consents in writing to such oversizing, the Developer shall receive credits for such oversizing in accordance with Section V herein.

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Should Developer desire to have capacity in the system in excess of that required by Developer, then Developer shall have the right, with the System's prior approval, to oversize any line at Developer's cost. Such additional capacity shall be agreed upon by Developer and the President/CEO, in writing, prior to any construction of oversize lines.

C. Ownership and Operation

Developer shall dedicate, grant and convey all right, title and interest of the Developer in both the realty and personalty associated with the on-site and/or off-site systems to the System upon their completion and acceptance by the System. The System shall thereafter own, operate, and maintain said systems.

D. Recognition of Vested Rights

Developer shall acquire a vested right to capacity in the off-site sanitary sewer collection and treatment system servicing the tract in the amount established in Subsection E. herein, upon payment of the collection and/or treatment component of the impact fee as set out in Section II.D., hereinabove.

E. Capacity

1. The flow generated from the approximate 417.7 acre tract shall not exceed a maximum average daily flow of 339,600 gallons per day of average flows, which equates to 1,132 EDUs.
2. Proposed land uses shall be indicated on the Developer's Project Master Plan at the time of plat approval and shall be periodically updated by Developer as further provide in Section II.A., above herein.
3. The President/CEO or his designated representative, shall evaluate the Developer's projected maximum capacity needs and make a final determination of the maximum allowable capacity flows prior to any plat approval.
4. The System shall maintain accurate records regarding the Developer's capacity rights in the off-site system, and in the event the Developer exceeds those rights as a result of any subsequent platting, replatting of tract properties, the System shall have the right to either deny plat approval or refuse to accept flows into the regional wastewater transportation and treatment system that are in excess of the capacity rights reserved to the Developer.

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5. The above notwithstanding, the System shall have the right to connect wastewater flows from other developments to Developer's on-site and/or off-site systems, regardless of whether such systems are oversized to accommodate such additional flows only in accordance the terms and conditions of Section 35-5028 of the Unified Development Code and any amendment, revisions, recodification thereto.

F. Sewer Lift Stations and Pressure Mains

It is expressly recognized that the tract may be situated in more than one drainage sub-basin and that the Developer may seek approval to install on-site and/or off-site pressure main and lift station systems to serve the tract subject to prior approval by the President/CEO. Should Developer so elect, and the President/CEO so concur, all systems shall be designed and constructed at Developer's total expense and at no cost to the System. The Developer may have the option of constructing gravity off-site lines so as to develop preferred gravity flows and eliminate the necessity for the pressure mains and lift stations, subject to prior approval by the System of all design, plans and construction of such systems.

In the event that prerequisite approvals to install on-site and/or off-site pressure main and lift station systems are secured by Developer, the Developer shall establish a fund as approved by the System's Legal Attorney and the Vice President of Finance for each pressure main and lift station system constructed to serve any property within this tract. The creation and approval of said fund shall be a condition precedent for approval by the System, of the plat of the properties for which the pressure main and lift station system shall be constructed to serve. This fund shall guarantee the payment of a minimum annual fee of \$4,600.00 to the System for each pressure main and lift station system constructed to serve property within said tract for a period of ten (10) years following the post-construction acceptance date of each pressure main and lift station system. This minimum annual fee may be adjusted in the event that the System formally adopts a new pressure main and lift station system operation and maintenance fee schedule.

IV. MONTHLY SERVICE FEES, WATER PURVEYOR CONTRACT, INDUSTRIAL WASTES

A. Cost of Treatment

Upon completion of the on-site and/or off-site systems, the System shall be reimbursed monthly for the treatment and disposal of all flows generated by the Project in accordance with the following requirements:

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DATE 3/28/95

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DATE 3/29/95

1. Water Service by the System

In the event water service to a subdivision plat within the tract is provided by the System, the amount of the monthly sanitary sewer service fees for the collection and treatment of wastewater will be those charged to the various customer classifications as set out by City ordinance, with collection thereof being the responsibility of the System.

2. Water Service by Other than the System

In the event water service to a subdivision plat within the tract is not provided by the System, the amount of the monthly sanitary sewer service fees for the collection and treatment of the wastewater will be those charged to the various customer classifications as set by City ordinances, with the billing and collection thereof on behalf of the System, being the responsibility of the water purveyor. In order to facilitate this arrangement, Developer is required to insert into any service agreement with whatever water purveyor is to supply water services to a subdivision plat within the tract, a provision requiring said water purveyor to enter into a Contract with the System to bill and collect the System's monthly sanitary sewer services fees and transmit said fees to the System, all in accordance with a standard System purveyor contract. Pursuant to the System purveyor contract terms, the water purveyor shall advise all sanitary sewer service customers that delinquent non-payment of any of the System's sewer fees will call for possible termination of water service in the event that all Administrative remedies of appeal set forth in the City's Sewer User Ordinance No. 67918, as may be amended, are either exhausted or waived by the customer. The System shall not be obligated to approve any plat within the Developer's tract unless and until the water purveyor has executed a contract with the System to provide sanitary sewer service billing and collection services.

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B. Enforcement of Industrial Waste Ordinance

The Developer shall cause to be recorded in the deed and plat records of Bexar County, a restrictive covenant covering the entire tract. This restrictive covenant shall run with the land in the tract herein described. Such covenant shall contain language expressly granting to the System the right, should the System so elect, to enforce otherwise pursue to the extent provided at law or in equity, the provisions of the City's Industrial Waste

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Ordinance No. 57214, as amended or as may be amended (codified as Chapter 34, Article III, Division 2 of the City Code). The System's right shall include, to the extent provided at law or in equity, the right to inspection, sampling and monitoring of the collection system to assure ordinance compliance. Recordation of the covenant shall be condition precedent for the System's approval of any plats within said tract. The covenant shall be submitted to the System's Legal Department for review and approval prior to recordation.

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V. REIMBURSEMENT AND/OR CREDITS

Developer may earn credits for the design and construction of the off-site sewerage system, including oversizing, in accordance with Chapter 395 of the Local Government Code and Chapter 35, Section 35-5021 of the City Code and any amendments, revisions, or recodification thereto. Pursuant to Chapter 35, Section of the City Code and any amendments, revisions, or recodification thereto, credits earn shall be on an EDU basis and may be transferred in compliance with the requirements of Chapter 35, Section 35-5029 of the City Code and any amendment, revisions, or recodification thereto.

When the Developer anticipates receiving credits from the System for design and as-built construction costs expended by the Developer, Developer agrees to publicly advertise, award, and construct all portions of these off-site system(s) addressed in this agreement. The public advertisement and award of these construction contracts by the Developer shall be in accordance with the following procedures which are required by state law and standard City construction contract practice:

- A. Place an advertisement for bids once a week for two consecutive weeks in the public notices of the classified ad of at least one (1) newspaper having general circulation. Publishers affidavits of the publication shall be furnished to the President/CEO.
- B. Open bids no sooner than 14 days after the first publication of advertisement for bids.
- C. Notify recognized Builder's publications, such as the Builders Exchange and the Dodge Reports and furnish plans and specifications to them for their plan rooms, no less than two (2) weeks before opening bids.
- D. Notify, in writing, the President/CEO, of the time, date and location of bid opening, and the invite his representative to be present at the bid opening.

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- E. Open the bids in public and award the contract to the lowest responsible bidder submitting a responsive bid.
- F. Reject all the bids, if required by the President/CEO.
- G. Submit reproducible plans of record and as-built cost estimates.

**VI. DESIGN AND CONSTRUCTION PROCEDURES**

**A. Design and Construction**

All design, as well as construction of on-site and/or off-site sewerage facilities shall be, as a minimum, in accordance with any and all requirements pertaining to wastewater collection and treatment set forth by the Board, City, County of Bexar, State of Texas and any agency or departments thereof having regulatory authority, such as, but not limited to the Texas Water Commission and Texas Department of Health. Additionally, all facilities shall be constructed under the inspection of the System, and until written notice of approval of their construction by the President/CEO, no flows therein shall be accepted by the System for treatment.

- B. The Developer shall be responsible to pay for all costs associated with the design, right-of-way acquisition, materials and construction of wastewater treatment plant effluent transportation pipelines, if any, and related appurtenances, if any, at the point of actual discharge to the receiving stream.
- C. When the Developer anticipates receiving credit from the System for as-built construction costs expended by the Developer to build permanent off-site facilities pursuant to Chapter 395 of the Local Government Code and Chapter 35, Section 35-5021 of the City Code and any amendments, revisions, or recodification thereto, Developer agrees to publicly advertise, award and construct all portions of these off-site system(s) addressed in this agreement, in accordance with Section V, above.

**VII. CITY'S OBLIGATIONS OF PERFORMANCE CONDITIONED**

The obligations of the System herein to render services for the acceptance and treatment of wastewater from the tract is conditioned upon present rules, regulations, and statutes of the United States of America and the State of Texas and any court orders that directly affect either the System's Regional Wastewater Transportation and Treatment System or the Project's sanitary sewer collection system. Developer recognizes and acknowledges that if the rules, regulations, and statutes of the

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 DATE 3/22/95

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 DATE 2/20/95

United States of America and/or State of Texas that are in effect upon the execution date of the Contract are ever revised or amended to such an extent that the System may be incapable of or prevented from transporting and/or treating the Project's wastewater, then no liability of any nature is to be imposed upon the System resulting from the System's compliance with such legal or regulatory mandates resulting in the system's inability, refusal or failure to provide transportation and/or treatment of the wastewater generated by the Project due to the above described final actions which are beyond the System's control. The System agrees that it will use its best efforts to prevent the enactment or adoption of such provisions or amendments or the imposition of such Court Order. Nothing herein contained is intended to, or shall create a right in any such state or federal court or agency to enact, adopt, or impose such requirements upon the System to the disadvantage of the Developer. Further, in the event that an administrative or judicial proceeding is commenced either by or against the System concerning the right of the System to perform its obligations hereunder, the system shall move for the joinder of the Developer as a party thereto.

#### VIII. PRIVATE JOINT VENTURE AGREEMENTS

In the event the Developer enters into a Private Joint Venture Agreement covering the costs for supplying sewer service to said tract, the Developer hereby agrees to send a copy of such agreement to the attention of the President/CEO. However, the System shall not be obligated under this Contract to monitor the proper disbursement of credits between the parties to said Private Joint Venture Agreement.

#### IX. ASSIGNMENT

No assignment of this Contract in whole or in part shall be made by the Developer without prior written approval by the System in accordance with the following procedure:

- A. Developer shall notify, in writing, the President/CEO evidencing the purpose, intent, terms and effects of the proposed assignment. Developer shall provide the President/CEO with a copy of the proposed assignment.
- B. The President/CEO will review the proposed assignment and shall within thirty (30) days of initial receipt, respond to Developer in writing announcing System's approval, proposed modifications, or disapproval of the proposed assignment.
- C. The System expressly reserves the right to disapprove any proposed assignment for reasonable cause and agrees to provide Developer with a written explanation outlining why a proposed assignment is viewed by the System to be adverse to the Regional Sanitary Sewer System.

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DATE	2/2/95

- D. Any assignment by Developer executed in violation of this submittal, review and approval procedure is acknowledged by Developer to be void ab initio as to its effects upon the System, and the Developer will continue to be bound by the terms and conditions of this Contract.
- E. In the event that the System approves an assignment, the System will acknowledge same in writing within thirty (30) days of receipt of the proposed assignment and at such time will further provide a written release to Developer relieving Developer in whole or in part from further responsibilities under this Contract as appropriately determined by an interpretation of the assignment document.

**X. EVENT OF FORECLOSURE**

In the event Developer's interest in the property described in Attachment #1 is extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to the City Attorney's office that they are the successor in interest to the property as a result of such foreclosure, and that there are no lawsuits pending concerning the property, the System shall consider the foreclosing party a successor in interest under the following terms and conditions:

- A. The foreclosing party enters into a sewer service contract with the System with the same conditions as the original contract for the remainder of the original contract's term.
- B. The President/CEO states in writing that such new contract will not be adverse to the System's ownership and operation of the Regional Wastewater Transportation and Treatment System.

**XI. SEVERABILITY**

If for any reason, any one or more paragraphs of this Contract are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of the Contract or the Contract as a whole, but shall be confined to the specific sections, clauses or paragraphs of this Contract held legally invalid.

**XII. TERMS OF CONTRACT**

The provisions of this Contract shall remain in full force and effect for ten (10) years from the effective date of this Contract. In the event ten (10) years elapse from the effective date of this Contract and Developer has not completed construction of the off-site line and/or not paid all impact fees required herein in order to earn vested rights and credits in accordance with this Contract and the City's Impact Fee

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Ordinance, the parties hereby agree to the following:

- A. The System will continue to (i) accept project wastewater flows for transportation and treatment; (ii) recognize the Developer's right the remaining unused project capacity; and (iii) exercise the credit procedures set forth herein until all eligible costs are recouped by the Developer's performance record in complying with the provisions of this Contract. If the System is dissatisfied with the Developer's performance record under this Contract, it shall notify the Developer of such dissatisfaction on or before the termination date of the Contract. However, if the System is dissatisfied with Developer's performance, it shall give the Developer at least thirty (30) days to cure such defect in performance.
- B. The parties agree to review the provisions of this Contract for possible amendment and re-execution for a term to be agreed to by the Parties.

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DATE 3/28/95

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DATE 3/29/95

XIII. NOTICES

Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO SAN ANTONIO WATER SYSTEM:

SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: JOE ACEVES  
PRESIDENT/CEO

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IF TO DEVELOPER:

WAYNE HARWELL PROPERTIES, INC.  
P.O. BOX 17065  
SAN ANTONIO, TEXAS 78217  
ATTN: MR. WAYNE HARWELL, PRESIDENT

or such other address or addresses of which either party may notify the other party. Without affecting the validity of the service of any notice, request, demand, report, certificate or other instruments, copies thereof intended for the parties shall be sent to their respective counsel as follows:

IF TO SAN ANTONIO WATER SYSTEM:

SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: MS. KATHERINE B. CAHILL  
ATTORNEY

IF TO DEVELOPER:

POLUNSKY & BEITEL  
8000 I.H. 10 WEST, SUITE 1600  
SAN ANTONIO, TEXAS 78229  
ATTN: MR. JAY BEITEL  
ATTORNEY

or such other counsel as may be hereafter designated either party from time to time, by written notice to the other party.

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DATE 2/28/95

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XIV. INCORPORATION OF DOCUMENTS AND ATTACHMENTS

All documents and other materials that are either attached hereto, or referenced therein, are incorporated into this Agreement as an inseparable part hereof, by such reference thereto, and this Agreement shall be constructed to include all of any such attached or referenced documents and other materials unless the contrary shall have been provided herein.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED IN DUPLICATE ON THE 14<sup>th</sup>, DAY OF April, 1995.

SAN ANTONIO WATER SYSTEM:

By: [Signature]  
PRESIDENT/CEO

ATTEST: [Signature]  
Title: Executive Secretary

DEVELOPER:

By: [Signature]  
Title: PRES

ATTEST: [Signature]  
Title: Vice President / Secretary

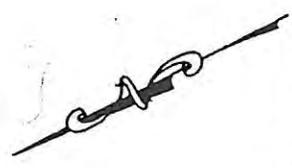
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DATE 3/28/95

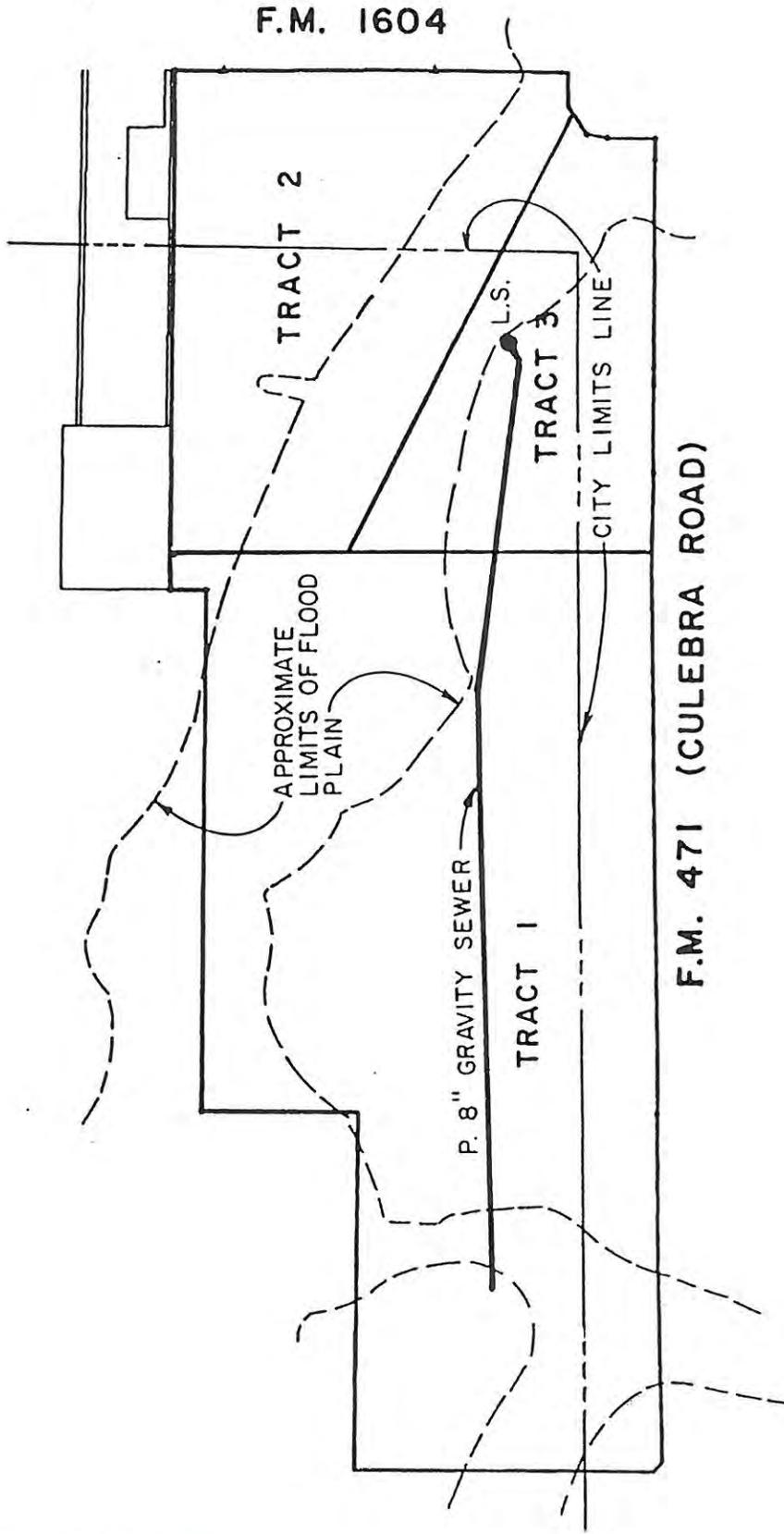
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DATE 3-26-95





SCALE: 1"=1000'



VICKREY & ASSOCIATES, INC.  
 ATTACHMENT 1  
 O S A SEWER SERVICE CONTRACT  
 417.77 ACRE HARWELL TRACT

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RD#10-02-005

## LAWYERS TITLE INSURANCE CORPORATION

## EXHIBIT A

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417.77 ACRES OF LAND, MORE OR LESS, SITUATED IN BEXAR COUNTY, TEXAS, BEING PARTIALLY IN THE CITY LIMITS OF THE CITY OF SAN ANTONIO AND CONSISTING OF THREE TRACTS OF LAND ONE BEING 76.67 ACRES OUT OF THE M. M. Y. MUSOUIZ SURVEY NO. 80, ABSTRACT 467, COUNTY BLOCK 4450 BEING THE REMAINDER OF THE TRACT DESCRIBED AS 76.61 ACRES IN VOLUME 3281, PAGE 895 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS AND A 340.25 ACRE TRACT OF LAND BEING THE REMAINDER OF A 342.4 ACRE TRACT OUT OF SUBDIVISION NO. 7 AND 8 OF THE C. VILLANUEVA SURVEY NO. 85, ABSTRACT 774, COUNTY BLOCK 4449 AND BEING THAT SAME TRACT DESCRIBED IN VOLUME 3283, PAGE 1268 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AND THAT 0.85 OF AN ACRE 22 FOOT WIDE ABANDONED LANE BETWEEN THE 76.67 AND THE 340.25 ACRE TRACT, SAID 417.77 ACRES BEING DESCRIBED AS FOLLOWS (NOTE: ALL SET IRON PINS ARE 1/2 INCH REBAR WITH A PLASTIC CAP STAMPED "BAKER SURVEYING"):

BEGINNING at a concrete monument found in the East line of Farm to Market Road No. 1560 at its cut-off to the North line of Farm to Market Road No. 471 for the Northernmost Southwest corner of this tract and the 76.61 acre tract;

THENCE North 27 degrees 32 minutes 41 seconds East, 1674.46 feet generally along fence and with the West line of the 76.61 acre tract and the East line of F.M. 1560 to a 1/2 inch iron pin found for the Northwest corner of this tract and being the Southwest corner of a remainder of a 20.76 acre tract described in Volume 2308, Page 844 of the Real Property Records of Bexar County, Texas;

THENCE South 61 degrees 51 minutes 21 seconds East, 1971.54 feet generally along fence and with the North line of the 76.61 acre tract the South line of the remainder of the 20.76 acre tract and a 18.764 acre tract out of the 20.76 acre tract to an iron pin set in the West line of a 22 foot wide lane;

THENCE South 61 degrees 51 minutes 21 seconds East, 22.00 feet across said lane to an iron pin set in the East line of said 22 foot wide lane, the West line of the 340.25 acre tract and the 342.4 acre tract for an interior corner of this tract;

THENCE North 27 degrees 46 minutes 00 seconds East, 857.75 feet generally along fence and with the West line of the 340.25 acre tract and the East line of the 22 foot wide lane to an iron pin set for the Northwest corner of this tract and being the Northwest corner of the 340.25 acre tract and being the Southwest corner of a 181.9 acre tract conveyed to Frank Wehmeyer and recorded in Volume 2523, Page 274 of the Deed Records of Bexar County, Texas;

THENCE South 62 degrees 09 minutes 37 seconds East, 2889.66 feet generally along fence and with the North line of the 340.25 acre tract and the South line of the 181.9 acre tract to an iron pin set for a corner of this tract and being the Southeast corner of the 181.90 acre tract;

THENCE North 27 degrees 40 minutes 00 seconds East, 199.44 feet generally along fence and with the East line of the 181.9 acre tract and a West line of the 340.25 acre tract to an iron pin set for a corner of this tract and being the Southwest corner of a 12.396 acre tract conveyed to Walzem Development Company by Deed recorded in Volume 3808, Page 649 of the Real Property Records of Bexar County, Texas;

THENCE South 62 degrees 03 minutes 51 seconds East, 2875.73 feet generally along fence and with the South line of the 12.396 acre tract and a 1.134 acre tract conveyed to Walzem Development Company by Deed recorded in Volume 3808, Page 652 of the Real Property Records of Bexar County, Texas and the ostensible North line of Subdivision No. 8 and the ostensible South line of Subdivision No. 5 to an iron pin set in the ostensible East line of

Case No. 94 DT 307353-T (CONT. ON EXH. A, PAGE 2) (00009)

DOC# 1

RD#10-02-005

LAWYERS TITLE INSURANCE CORPORATION

EXHIBIT A (page 2)

Subdivision No. 8 and Survey No. 85 and the West line of Loop 1604 and Leslie Road for the Northeast corner of this tract and the 340.25 acre tract and the Southeast corner of the 1.134 acre tract;

THENCE with the East line of the 340.25 acre tract, the ostensible East line of Subdivision No. 8 and Survey No. 85 and the West line of Loop 1604 and Leslie Road as follows:

SOUTH 27 degrees 29 minutes 57 seconds West, 272.07 feet to a Department of Transportation (DOT) brass disk in concrete found at an angle in said line;

SOUTH 27 degrees 17 minutes 17 seconds West, 1168.85 feet to a brass disk in concrete found for an angle in said line;

SOUTH 28 degrees 35 minutes 07 seconds West, 747.87 feet to an iron pin set in the center line of Culebra Creek for the Easternmost Southeast corner of this tract and being the Northeast corner of a J.S acre tract in two tracts conveyed to Dan Persyn and wife and recorded in Volume 4953, Page 91 of the Deed Records of Bexar County, Texas;

THENCE North 62 degrees 30 minutes 50 seconds West, 187.58 feet with the center line of Culebra Creek and a South line of the 340.25 acre tract and the North line of the Persyn tract to an iron pin set at its confluence with a branch of said creek;

THENCE South 84 degrees 06 minutes 20 seconds West, 187.27 feet with the center line of said branch creek and a South line of the 340.25 acre tract and the West line of the Persyn tract to an iron pin set for a corner of this tract and being the Northwest corner of the Persyn tract;

THENCE South 36 degrees 56 minutes 26 seconds West, 115.95 feet and South 28 degrees 36 minutes 27 seconds West, 276.00 feet with an East line of the 340.25 acre tract and the West line of the Persyn tract to a 1/2 inch iron pin found in the North line of F.M. 471 for the Westernmost Southeast corner of this tract and the 340.25 acre tract and the Southwest corner of the Persyn tract;

THENCE with the South line of this tract and the North line of F.M. 471 as follows:

NORTH 61 degrees 42 minutes 00 seconds West, 120.57 feet to an iron pin set at an angle;

NORTH 62 degrees 14 minutes 01 second West, 1152.61 feet to an iron set at an angle;

NORTH 61 degrees 57 minutes 03 seconds West, 94.17 feet to an iron pin set at an angle;

NORTH 62 degrees 12 minutes 12 seconds West, 476.90 feet to a concrete monument found at an angle;

NORTH 61 degrees 03 minutes 00 seconds West, 386.10 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the right having a radius of 5769.65 feet and central angle of 02 degrees 13 minutes 00 seconds a distance of 223.22 feet to a concrete monument found at the end of said curve (chord bears North 62 degrees 09 minutes 30 seconds West, 223.20 feet);

NORTH 63 degrees 16 minutes 00 seconds West, 2594.77 feet to a concrete monument found at an angle;

NORTH 62 degrees 32 minutes 00 seconds West, 351.60 feet to an iron pin set in the East line of an abandoned 22.0 foot wide lane;

Case No. 94 DT 307353-T (CONT. ON EXH. A, PAGE 3) (00009)

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LAWYERS TITLE INSURANCE CORPORATION

EXHIBIT A (page 3)

NORTH 62 degrees 32 minutes 00 seconds West, 22.00 feet across the South end of said lane to a 1 inch pipe found in the North line of F.M. 471 for the Southeast corner of this tract;

NORTH 62 degrees 32 minutes 00 seconds West, 581.20 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the left having a radius of 11499.20 feet and a central angle of 01 degree 12 minutes 00 seconds a distance of 240.84 feet to a concrete monument found at the end of said curve (chord bears North 63 degrees 08 minutes 00 seconds West, 240.83 feet);

NORTH 63 degrees 44 minutes 00 seconds West, 910.20 feet to a concrete monument found at the beginning of a curve to the left;

WESTERLY along the arc of said curve to the right having a radius of 11419.209 feet and a central angle of 00 degrees 55 minutes 02 seconds a distance of 182.79 feet to a concrete monument found at the cut-off corner to the East line of F.M. 1560 (chord bears North 63 degrees 10 minutes 29 seconds West, 182.79 feet)

THENCE North 17 degrees 28 minutes 49 seconds West, 70.92 feet across said cut-off corner to the PLACE OF BEGINNING.

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Case No. 94 DT 307353-T (00009)

DOC# 1

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Stone Bridge concept plan / Plat # 970306 Filed June 19, 1999

Westwood Ctr Unit # 11 Plat # 070147 approved December 10, 2008 not yet filed

Westwood Ctr Unit # 1 Plat # 990212 Filed October 27, 2000

Westwood Ctr Unit # 2 Plat # 99034 Filed April 12, 2001

Westwood Ctr Unit # 3A Plat # 200092 Filed April 26, 2001

Westwood Ctr Unit # 4 Plat # 200093 Filed April 30, 2004

Westwood Ctr Unit # 5 Plat # 200094 Filed June 27, 2000

Westwood Ctr Unit # 8 Plat # 200097 Filed September 20, 2002

Westwood Ctr Unit # 9 Plat # 000104 Filed August 3, 2001

Westwood Ctr Unit # 10 Plat # 010019 Filed July 13, 2001

Westwood Ctr Unit # 6 Plat # 200095 Filed September 16, 2005

Westwood Ctr Unit # 7 Plat # 200096 Filed September 16, 2005

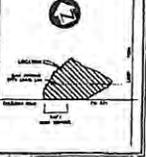
See attached letter dated January 19, 2005 Outlining to SAWS each location of each dwelling unit equivalent EDU, the unit it was used for, the costs of installations in accordance with the Sewer Service Agreement and the letters of Certification for each unit under the agreement dated 3/28/95. Such letter describes the allocation of 370.772 EDU's to this tract known as tract # 8.

See Utility Service Agreement updating and renewing the Sewer Service Agreement dated June 17, 2005 and allocating such EDU's to this remaining tract by Special Provisions Page 3.

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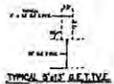
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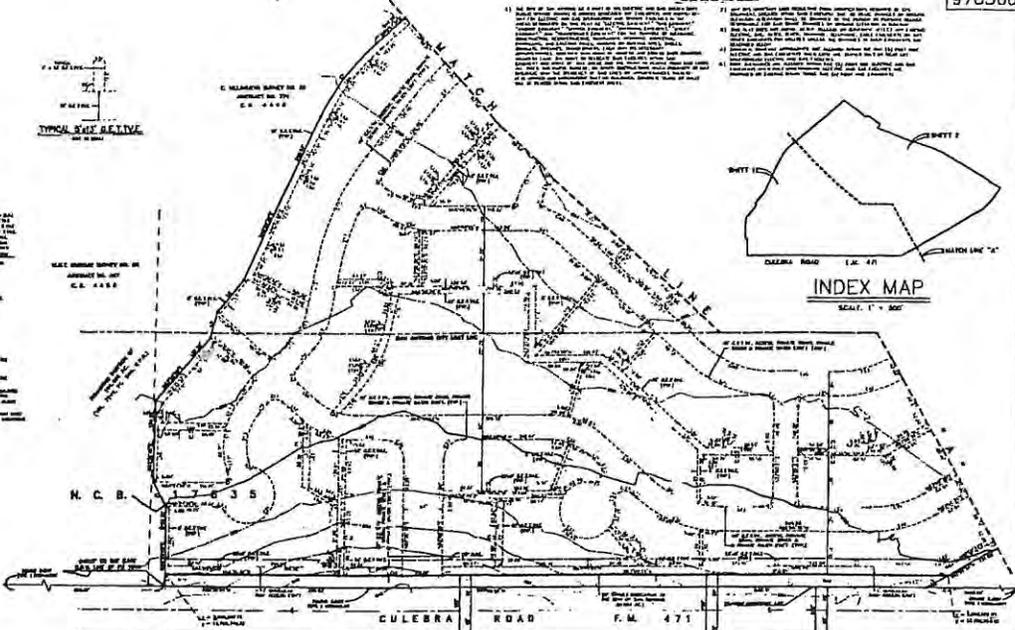


LOCATION MAP

- NOTICE TO CONTRACTORS**
1. The Engineer's office is located at 1100 West 11th Street, Suite 100, San Antonio, Texas 78204.
  2. The project is located on the East side of the city of San Antonio, Texas.
  3. The project is bounded by the following: North - N.C.B. 735; East - Culebra Road; South - N.C.B. 735; West - N.C.B. 735.
  4. The project is bounded by the following: North - N.C.B. 735; East - Culebra Road; South - N.C.B. 735; West - N.C.B. 735.
  5. The project is bounded by the following: North - N.C.B. 735; East - Culebra Road; South - N.C.B. 735; West - N.C.B. 735.
  6. The project is bounded by the following: North - N.C.B. 735; East - Culebra Road; South - N.C.B. 735; West - N.C.B. 735.
  7. The project is bounded by the following: North - N.C.B. 735; East - Culebra Road; South - N.C.B. 735; West - N.C.B. 735.
  8. The project is bounded by the following: North - N.C.B. 735; East - Culebra Road; South - N.C.B. 735; West - N.C.B. 735.
  9. The project is bounded by the following: North - N.C.B. 735; East - Culebra Road; South - N.C.B. 735; West - N.C.B. 735.
  10. The project is bounded by the following: North - N.C.B. 735; East - Culebra Road; South - N.C.B. 735; West - N.C.B. 735.

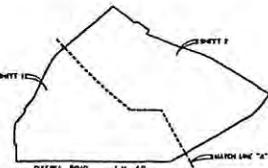


TYPICAL SUB ACTIVE

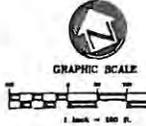


**SCALE NOTES AND LEGEND**

1. The scale of this plat is 1" = 200'.
2. The scale of this plat is 1" = 200'.
3. The scale of this plat is 1" = 200'.
4. The scale of this plat is 1" = 200'.
5. The scale of this plat is 1" = 200'.
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7. The scale of this plat is 1" = 200'.
8. The scale of this plat is 1" = 200'.
9. The scale of this plat is 1" = 200'.
10. The scale of this plat is 1" = 200'.



INDEX MAP



GRAPHIC SCALE



**STATE OF TEXAS**  
COUNTY OF BEXAR

*Barry A. Jackson*  
Barry A. Jackson  
Professional Engineer  
No. 2711



**STATE OF TEXAS**  
COUNTY OF BEXAR

*Arban Lee Wright*  
Arban Lee Wright  
Professional Engineer  
No. 2711



**STATE OF TEXAS**  
COUNTY OF BEXAR

*Arban Lee Wright*  
Arban Lee Wright  
Professional Engineer  
No. 2711

**WC**  
W. CASTILLA & ASSOCIATES, INC.  
Engineers & Surveyors & Planners  
1100 West 11th Street, Suite 100  
San Antonio, Texas 78204-4848  
PHONE: 512-348-1111  
FAX: 512-348-1112  
WWW: www.wcassoc.com

**STONEBRIDGE SUBDIVISION UNIT 1**

BEING 39.300 ACRES OF LAND OUT OF S.E. 1/4 SEC. 10, T.12N., R.10E., S.44E., BEXAR COUNTY, TEXAS.

THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEED RECORDING NO. 9543-01, BEXAR COUNTY, TEXAS, DATED AND RECORDED JAN. 14, 2005.

APPROVED AND AUTHORIZED FOR RECORDATION BY THE BOARD OF COUNTY COMMISSIONERS OF BEXAR COUNTY, TEXAS, ON FEBRUARY 10, 2005.

APPROVED AND AUTHORIZED FOR RECORDATION BY THE BOARD OF COUNTY COMMISSIONERS OF BEXAR COUNTY, TEXAS, ON FEBRUARY 10, 2005.

APPROVED AND AUTHORIZED FOR RECORDATION BY THE BOARD OF COUNTY COMMISSIONERS OF BEXAR COUNTY, TEXAS, ON FEBRUARY 10, 2005.

9543-217

Plat # 970306

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10 FEB - 8 PM 4: 25 DEV. SERVICES

LAND DEVELOPMENT SERVICES DIVISION 2005 JUN - 3 A 11: 07

RD#10-02-005







# CITY OF SAN ANTONIO

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

November 12, 2008

Rodman Companies  
18585 Sigma Road  
San Antonio, TX 78258-4204

Wayne Harwell  
100 NE Loop 410, Ste. 1220  
San Antonio, TX 78216

MBC Engineers  
1035 Central Parkway North  
San Antonio, TX 78232

Ref: Westwood Center, U-11, Plat # 070147

Dear Sir or Madam:

The above referenced subdivision was inspected on October 16, 2008 by the Construction Inspections Staff of the Development Services Department.

The completed work met the requirements of the plans and specifications. The project's one-year extended warranty shall commence on October 16, 2008. During this one-year extended warranty, any repairs to work completed by your firm must be repaired at your cost.

Sincerely,

  
Roderick J. Sanchez, AICP, CBO  
Director of Development Services

Atch: Streets and/or Drains Detailed Data

cc: Construction Inspection (DSD)  
Subdivision Coordinator (DSD)  
SE Service Center (PW)  
Right-of-Way Management (PW)  
Storm Water Engineering (PW)  
Neighborhood Traffic Engineering (PW)  
San Antonio Water System (SAWS)  
Bexar County Public Works  
Bexar Metro 911

JP / dth / rr

RECEIVED  
10 FEB - 8 PM 4: 25  
LAND DEVELOPMENT  
SERVICES DIVISION

RD#10-02-005

## BACKGROUND INFORMATION

Inspector's Name: John Pardo  
Date Letter Written: 10/23/08  
Subdivision Name: Westwood Center U-11  
Plat Number: 070147  
Contractor's Name: Rodman Companies  
Developer's Name: Wayne Harwell  
Engineering Company: MBC Engineers  
City Limits: ICL  
Subdivision Location: East from the intersection of Culebra Road (F. M. 471) and Hwy. 1560.

### STREETS DATA

Date of Final Inspection: No streets.

### DRAINS DATA

Date of Final Inspection: 10/16/08

Drain Name: "A"  
Length: 132.88 lf.  
Location: Drain is located between lots 15 and 18 going west matching existing ground.  
Description: Drain consists of rip rap at upstream end, 122.68 lf of 3' wide x 1.5' deep concrete lined channel and rip rap with baffle blocks at downstream end.

RECEIVED  
10 FEB - 8 PM 4: 25  
LAND DEVELOPMENT  
SERVICES DIVISION

RD # 10 - 02 - 005



# CITY OF SAN ANTONIO

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

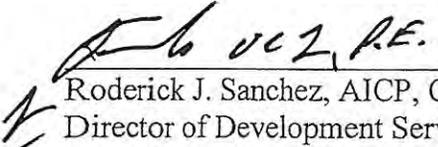
November 12, 2008

City of San Antonio  
Public Works  
Office of the Director  
114 W. Commerce, 6<sup>th</sup> Floor  
San Antonio, TX 78205

Ref: Westwood Center, U-11, Plat # 070147

You are hereby advised that the above referenced subdivision was inspected by the Construction Inspections Staff of the Development Services Department. The completed work met the requirements of the plans and specifications. Public Works drains maintenance will start as of October 16, 2009.

You should add the subdivision's new drain structures enumerated in the attached data sheets to your inventory.

  
Roderick J. Sanchez, AICP, CBO  
Director of Development Services

Atch: Streets and/or Drains Detailed Data

RECEIVED  
10 FEB - 8 PM 4: 25  
LAND DEVELOPMENT  
SERVICES DIVISION

RD # 10 - 02 - 005

DATE: November 13, 2008

SUBDIVISION NAME: Westwood Center Unit-1

PLAT #: 070147

ENGINEER: MBC Engineers

DEVELOPER: Wayne-Harewll

CONTRACTOR: Rodman Companies

This is to certify the following required site improvements have been satisfactorily completed in compliance with plans and specifications.

	<u>OK</u>	<u>N/A</u>
STREETS:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SIDEWALKS:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
STORM DRAINAGE FACILITIES:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

*Elwerd Weiderhold*

Elwerd Weiderhold,  
Assistant Supervisor, Construction Inspection  
Development Services Department  
**CITY of SAN ANTONIO**

LAND DEVELOPMENT  
SERVICES DIVISION

10 FEB - 8 PM 4: 25

RECEIVED

**RD#10-02-005**













GENERAL NOTES

- 1) THE CITY OF SAN ANTONIO HAS REVIEWED THIS PLAN AND HAS APPROVED THE SUBDIVISION AS SHOWN ON THESE PLANS. THE CITY OF SAN ANTONIO HAS REVIEWED THE SUBDIVISION AS SHOWN ON THESE PLANS AND HAS APPROVED THE SUBDIVISION AS SHOWN ON THESE PLANS.
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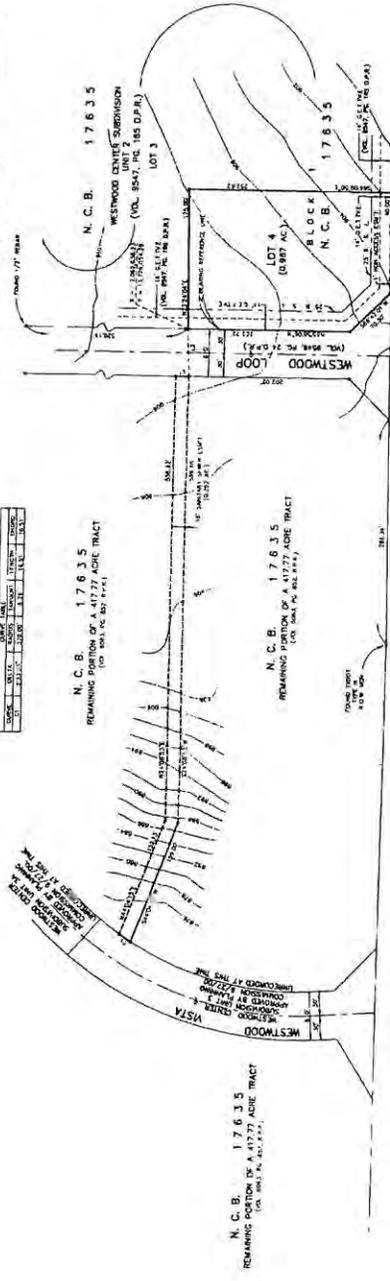
SCALES, NOTES, AND LEGEND

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- 12) THE CITY OF SAN ANTONIO HAS REVIEWED THIS PLAN AND HAS APPROVED THE SUBDIVISION AS SHOWN ON THESE PLANS.

LEGNOTES

- 1) FOR APPROVAL DEVELOPMENT DIRECTLY ADJACENT TO STATE HIGHWAY 161, THE CITY OF SAN ANTONIO HAS REVIEWED THIS PLAN AND HAS APPROVED THE SUBDIVISION AS SHOWN ON THESE PLANS.
- 2) THE CITY OF SAN ANTONIO HAS REVIEWED THIS PLAN AND HAS APPROVED THE SUBDIVISION AS SHOWN ON THESE PLANS.
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LOCATION MAP



BY: [Signature]  
 TITLE: [Title]  
 DATE: [Date]

**WESTWOOD CENTER SUBDIVISION**  
 UNIT 9  
 BEING 1.249 ACRES OF LAND OUT OF N.E.B. 17835, SAN ANTONIO,  
 BEXAR COUNTY, TEXAS.



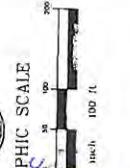
STATE OF TEXAS  
 COUNTY OF BEXAR  
 I, [Signature], Notary Public for the County of Bexar, State of Texas, do hereby certify that the foregoing is a true and correct copy of the original plat filed for record in my office on this [Date] day of [Month], 200[Year].

SUBDIVISION PLAT  
 OF  
**WESTWOOD CENTER SUBDIVISION**  
 UNIT 9  
 BEING 1.249 ACRES OF LAND OUT OF N.E.B. 17835, SAN ANTONIO,  
 BEXAR COUNTY, TEXAS.

STATE OF TEXAS  
 COUNTY OF BEXAR  
 I, [Signature], Notary Public for the County of Bexar, State of Texas, do hereby certify that the foregoing is a true and correct copy of the original plat filed for record in my office on this [Date] day of [Month], 200[Year].

STATE OF TEXAS  
 COUNTY OF BEXAR  
 I, [Signature], Notary Public for the County of Bexar, State of Texas, do hereby certify that the foregoing is a true and correct copy of the original plat filed for record in my office on this [Date] day of [Month], 200[Year].

STATE OF TEXAS  
 COUNTY OF BEXAR  
 I, [Signature], Notary Public for the County of Bexar, State of Texas, do hereby certify that the foregoing is a true and correct copy of the original plat filed for record in my office on this [Date] day of [Month], 200[Year].



WILLIAMS & ASSOCIATES, INC.  
 Engineers - Surveyors - Planners  
 180 South [Address]  
 San Antonio, Texas 78213 - (710) 241-5181  
 JOB ORDER NO. 46573.00

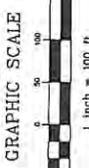


- GENERAL NOTES**
- 1) BUILDING SETBACK LINE - SEE PLAN.
  - 2) ELECTRIC, TELEPHONE & CABLE TELEVISION (ELECTRIC, TELEPHONE & CABLE TELEVISION) SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN ANTONIO ORDINANCES AND THE TEXAS ELECTRICAL CODE.
  - 3) THE NUMBER OF TELEPHONE EXCHANGES SHALL BE DETERMINED BY THE CITY OF SAN ANTONIO.
  - 4) THE NUMBER OF CABLE TELEVISION CHANNELS SHALL BE DETERMINED BY THE CITY OF SAN ANTONIO.
  - 5) THE PLANS SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.
  - 6) THE PLANS SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.
  - 7) THE PLANS SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.
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  - 12) THE PLANS SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.



LOCATION MAP

LINE	DATE	BY	REVISION
1	10/20/00	JLW	ISSUED FOR PERMIT
2	10/20/00	JLW	ISSUED FOR PERMIT
3	10/20/00	JLW	ISSUED FOR PERMIT



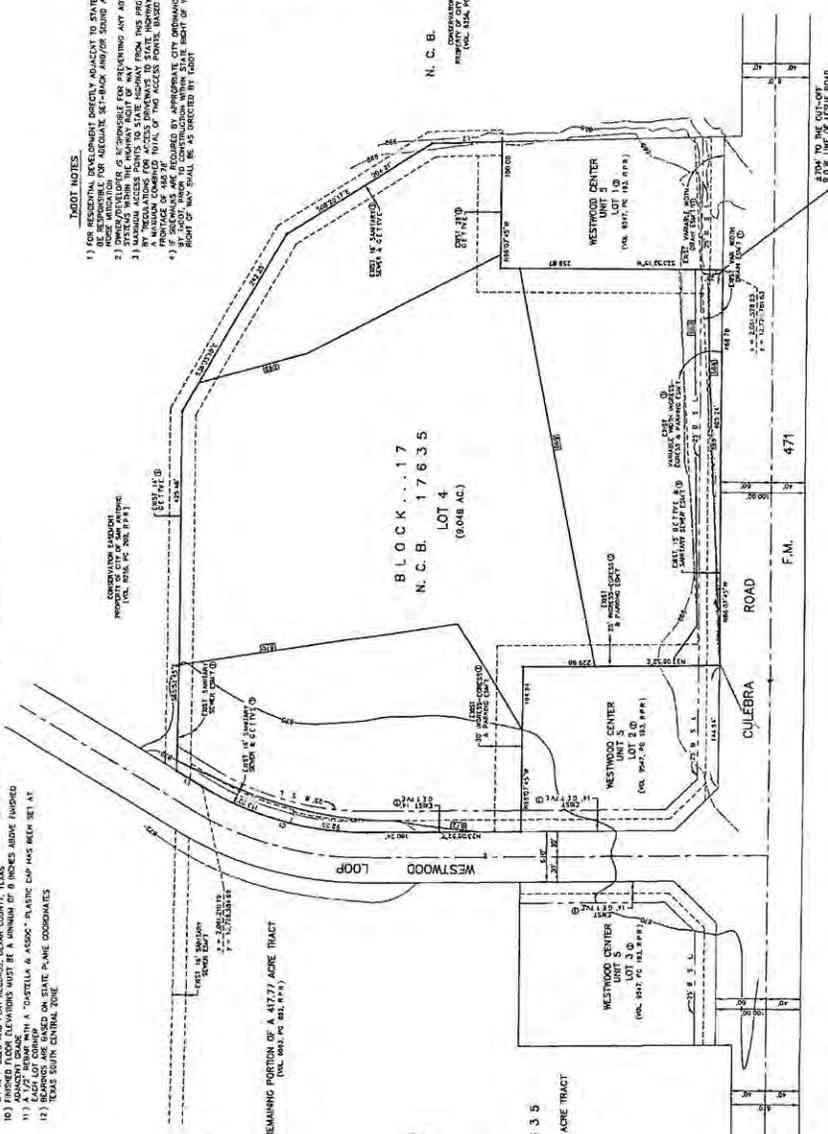
N. C. B. 17635  
 REMAINING PORTION OF A 41777 ACRE TRACT  
 (VOL. 104, PG. 102, P.P. 1)

**LOTT NOTES**

- 1) FOR RECORDING, THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING TO THE CITY OF SAN ANTONIO THE NECESSARY INFORMATION TO PERMIT THE CITY TO CONDUCT THE NECESSARY SURVEYING AND RECORDING.
- 2) THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING TO THE CITY OF SAN ANTONIO THE NECESSARY INFORMATION TO PERMIT THE CITY TO CONDUCT THE NECESSARY SURVEYING AND RECORDING.
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- 4) THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING TO THE CITY OF SAN ANTONIO THE NECESSARY INFORMATION TO PERMIT THE CITY TO CONDUCT THE NECESSARY SURVEYING AND RECORDING.

**SANES NOTE:**  
 IMPACT FEE PAYMENT DUE:  
 THE CITY OF SAN ANTONIO HAS DETERMINED THAT THE IMPACT FEE FOR THIS PROJECT IS \$100,000.00. THIS FEE IS TO BE PAID TO THE CITY OF SAN ANTONIO AT THE TIME OF RECORDING OF THIS SUBDIVISION PLAT.

N. C. B. 17635  
 REMAINING PORTION OF A 41777 ACRE TRACT  
 (VOL. 104, PG. 102, P.P. 1)



SUBDIVISION PLAT  
 OF  
**WESTWOOD CENTER SUBDIVISION**  
**UNIT 6**  
 BEING 9.048 ACRES OF LAND OUT OF N.C.B. 17635, SAN ANTONIO,  
 C.B. 4449, BEAR COUNTY, TEXAS.

THIS PLAT OF WESTWOOD CENTER SUBDIVISION UNIT 6 HAS BEEN SUBMITTED TO THE CITY OF SAN ANTONIO, TEXAS, AND IS HEREBY APPROVED BY THE DIRECTOR OF PLANNING IN ACCORDANCE WITH V.T.C.A., LOCAL GOVERNMENT CODE SECTION 211.005.  
 DATED THIS 19th DAY OF SEPTEMBER, 2000.  
 BY: *[Signature]* DIRECTOR OF PLANNING

CITY OF SAN ANTONIO  
 COUNTY OF BEXAR  
 I, *[Signature]* CLERK OF SAID COUNTY OF BEXAR, COUNTY CLERK OF SAID COUNTY OF BEXAR, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 19th DAY OF SEPTEMBER, 2000, AT 4:00 P.M., AND ONLY RECORDED THE 19th DAY OF SEPTEMBER, 2000, AT 10:19 A.M. IN THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY OF BEXAR, TEXAS, IN BOOK VOLUME 9567 ON PAGE 20.  
 IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND OFFICIAL SEAL OF OFFICE THIS 19th DAY OF SEPTEMBER, 2000.  
 BY: *[Signature]* CLERK OF SAID COUNTY OF BEXAR

STATE OF TEXAS  
 COUNTY OF BEXAR  
 THE OWNER OF THE LAND SHOWN ON THIS PLAT IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND OFFICIAL SEAL OF OFFICE THIS 19th DAY OF SEPTEMBER, 2000, AT 10:19 A.M. IN THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY OF BEXAR, TEXAS, IN BOOK VOLUME 9567 ON PAGE 20.  
 OWNER: *[Signature]*  
 ONLY AUTHORIZED AGENT

STATE OF TEXAS  
 COUNTY OF BEXAR  
 BEFORE ME, THE UNDERSIGNED AUTHORITY ON THE DAY PERSONALLY APPEARED  
 PERSON WHOSE NAME IS SUBMITTED TO THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY OF BEXAR, TEXAS, IN BOOK VOLUME 9567 ON PAGE 20, AND WHOSE NAME IS SUBMITTED TO THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY OF BEXAR, TEXAS, IN BOOK VOLUME 9567 ON PAGE 20, AND WHOSE NAME IS SUBMITTED TO THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY OF BEXAR, TEXAS, IN BOOK VOLUME 9567 ON PAGE 20.  
 I HAVE HEREBY CERTIFIED THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 19th DAY OF SEPTEMBER, 2000, AT 4:00 P.M., AND ONLY RECORDED THE 19th DAY OF SEPTEMBER, 2000, AT 10:19 A.M. IN THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY OF BEXAR, TEXAS, IN BOOK VOLUME 9567 ON PAGE 20.  
 IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND OFFICIAL SEAL OF OFFICE THIS 19th DAY OF SEPTEMBER, 2000.  
 BY: *[Signature]* CLERK OF SAID COUNTY OF BEXAR

STATE OF TEXAS  
 COUNTY OF BEXAR  
 I, *[Signature]* REGISTERED PROFESSIONAL ENGINEER, NO. 50843, HEREBY CERTIFY THAT I HAVE REVIEWED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED SUBDIVISION AND HAVE FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS PROFESSIONAL ENGINEERING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF ENGINEERING EXAMINERS.  
 DATED THIS 19th DAY OF SEPTEMBER, 2000.  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF TEXAS  
 COUNTY OF BEXAR  
 I, *[Signature]* REGISTERED PROFESSIONAL ENGINEER, NO. 50843, HEREBY CERTIFY THAT I HAVE REVIEWED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED SUBDIVISION AND HAVE FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS PROFESSIONAL ENGINEERING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF ENGINEERING EXAMINERS.  
 DATED THIS 19th DAY OF SEPTEMBER, 2000.  
 REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS  
 COUNTY OF BEXAR  
 I, *[Signature]* REGISTERED PROFESSIONAL ENGINEER, NO. 50843, HEREBY CERTIFY THAT I HAVE REVIEWED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED SUBDIVISION AND HAVE FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS PROFESSIONAL ENGINEERING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF ENGINEERING EXAMINERS.  
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 REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS  
 COUNTY OF BEXAR  
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 REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS  
 COUNTY OF BEXAR  
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 DATED THIS 19th DAY OF SEPTEMBER, 2000.  
 REGISTERED PROFESSIONAL ENGINEER



LAND DEVELOPMENT  
 SERVICES DIVISION  
**10 FEB - 8 PM 4:25**  
 W.F. CASTLE & ASSOCIATES, INC.  
 8400 North Loop West, Suite 100, San Antonio, Texas 78213 - (210) 344-3351  
 DRAWN BY: P.D.L.  
 JOB ORDER NO. 46339.00



Hand Delivered

January 19, 2005

Kelly Neumann  
Interim Vice President, PPQC  
San Antonio Water Systems  
P.O. Box 2449  
San Antonio, Texas 78298-2449



Wayne Harwell  
E-mail: wayne@wayneharwell.com

Ref: Request for Utility Service Agreement

Dear Ms. Neumann:

Joe Aceves has relayed to me your requested information for a Utility Service Agreement. In addition to the significant amount of information provide to SAWS pursuant to contract approved under resolution 95-061 and resolution 99-120 we understand your request for information to be as follows:

I am requesting a Utility Service Agreement for the unallocated 370.772 EDU's which remain out of the original total contract amount of 1132 EDU's plus the 120.232 EDU's allocated to Unit # 6 and 7 plats by Letter of Certification for each plat. Total requested USA allocation of 491.004 EDU's.

1. Copy of master plan – attached is the plan approved under Resolution 95-061
2. Original Capacity under contract – 1132 EDU's
3. Capacity unallocated 370.772 EDU's
4. Layout of areas developed – Attached map
  - a. Area # 1 – assignment of 430 EDU's dated February 11, 1999
  - b. Area # 2 – assignment of 25 EDU's dated June 22, 2000
  - c. Area # 3 – plat filed for unit # 9 and 10 reservation of EDU's assigned as 3.948 EDU's and 32.716 EDU's respectively by Plat.
  - d. Area # 4 – Plat Filed for unit # 5 – 11.672 EDU's assigned by Plat
  - e. Area # 5 – Plat filed for unit # 8 – 129.364 assigned by Plat
5. Areas to be developed – both assigned by plat and unallocated
  - a. Area #6 – Plat of unit # 6 to be filed prior to plat expiration 36.192 EDU's reserved
  - b. Area # 7 – Plat of unit # 7 to be filed prior to plat expiration 84.040 EDU's reserved
  - c. Area # 5 – additional EDU's to be used as the multifamily property is expanded on Unit # 8 plat
  - d. Area # 8 – additional EDU's to be used as this property is plated
  - e. Areas # 3 thru 8 – balance of EDU's allocated to be used as the property requirements exceed assigned allocation.
6. List of Permits and Approvals to Plats unit 1 – 10

LAND DEVELOPMENT SERVICES DIVISION  
10 FEB - 8 PM 4: 26  
RECEIVED

RD # 10 - 02 - 005

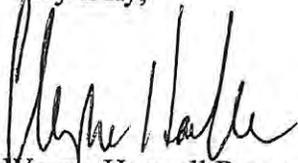
In addition to the above information, it is our understanding that the Utility Service Agreement will reserve the water and sewer capacity for 15 years. We will be responsible for payment of fees at the rate in effect at the time of payment of fees for use.

In addition, you have requested a listing of improvements made by us. We submit the following Water Master Plan and:

1. All improvements performed under plats issued for assignments granted under Board approved assignments dated February 11, 1999 and June 22, 2000.
2. Sewer Lift station costs \$158,000.00
3. Unit # 1 costs certified by SAWS for Sewer \$41,614.40 on 5/8/00 and Water \$44,667.87 certified by SAWS on 5/3/00
4. Unit # 3 and 3A Water \$23,156.15 Certified by SAWS on 4/20/01 and \$29,646.65 Certified by SAWS on 4/20/01
5. Unit # 5 Water costs \$43,910.30 certified by SAWS 2/16/01 – Sewer costs \$92,209.55 certified by SAWS 2/23/01
6. Unit # 9 Sewer costs of \$121,294.45 certified by SAWS 5/10/01
7. All work required by Letters of Certification issued by SAWS on 11/21/2000, 3/22/2000, 9/6/2000, 9/5/2000, 9/6/2000, 6/29/2000 and 11/21/2000 have been completed.

As Mr. Aceves has described to you and you have requested a statement that upon issuance of the Utility Service Agreement we will drop our protests of impact fees paid for the units listed. If this information meets with your approval, please advise us of the date the Utility Service Agreement will be issued.

Very truly,



Wayne Harwell Properties, Inc.

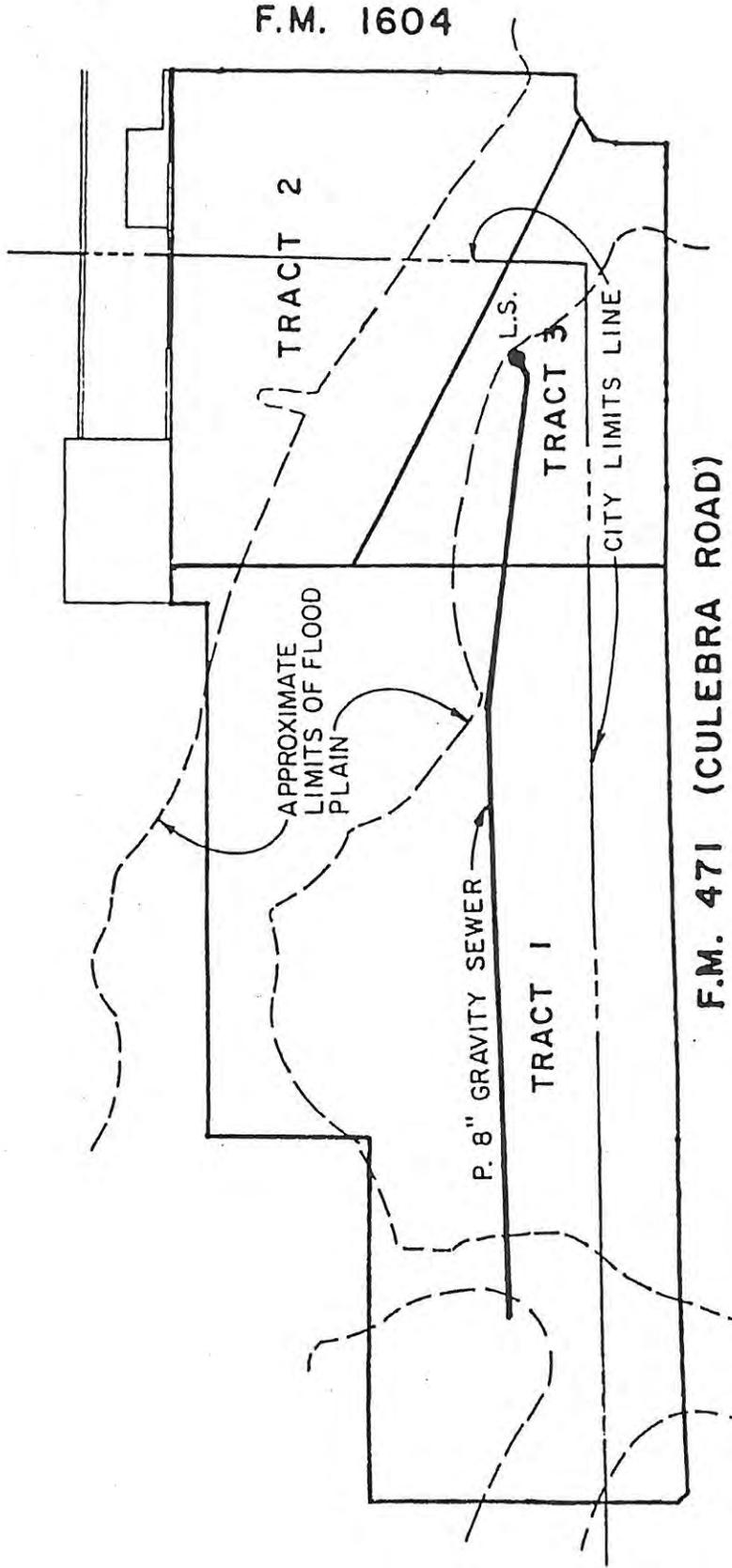
Cc: Sam Mills – Hand Delivered  
Joe Aceves – Hand Delivered

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RD # 10 - 02 - 005



SCALE: 1"=1000



F.M. 1604

F.M. 471 (CULEBRA ROAD)

RD#10-02-005

LAND DEVELOPMENT SERVICES DIVISION

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VICKREY & ASSOCIATES, INC.  
ATTACHMENT 1  
O S A SEWER SERVICE CONTRACT  
417.77 ACRE HARWELL TRACT

<u>Sewer Capacity Contract</u>		<u>November 4, 2004</u>
		Remaining EDU's
Original Capacity		1,132
Assignments		
Stonebridge - Feb. 11, 1999	430	
WallMart - June 22, 2000	<u>25</u>	
Total Assignments	455	(455)
Balance Remaining		<u>677</u>
Assigned to Plats		
Unit # 4	8.296	
Unit # 5	11.672	
Unit # 6	36.192	
Unit # 7	84.040	
Unit # 8	129.364	
Unit # 9	3.948	
Unit # 10	<u>32.716</u>	
Total Assigned to plats	306.228	(306.228)
<b>Remaining Balance</b> for use on the original contract property		<u>370.772</u>

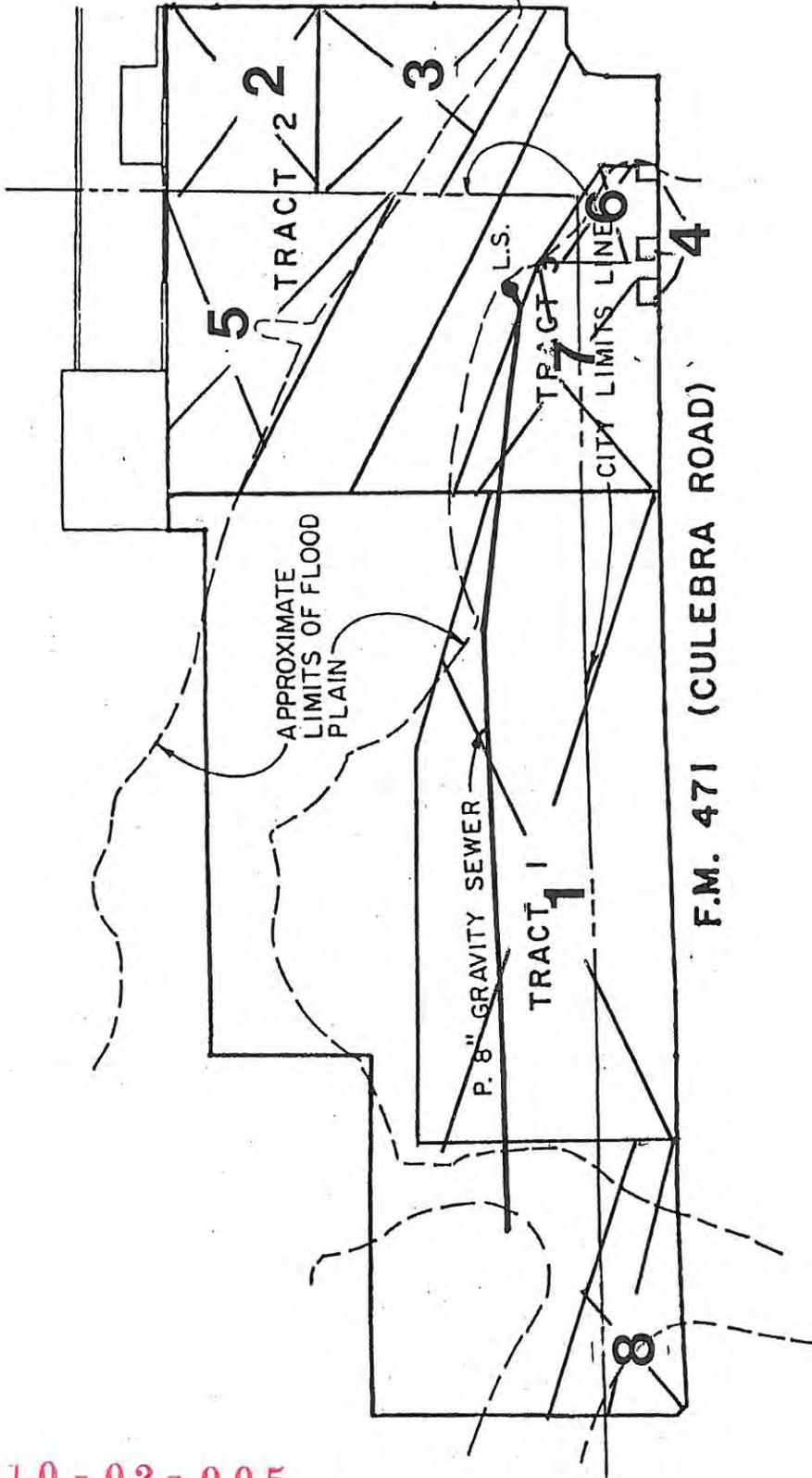
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RD # 10 - 02 - 005



SCALE: 1"=1000'

F.M. 1604



F.M. 471 (CULEBRA ROAD)

VICKREY & ASSOCIATES, INC.  
ATTACHMENT 1  
O S A SEWER SERVICE CONTRACT  
417.77 ACRE HARWELL TRACT

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RD#10-02-005

RD #10 - 02 - 005

Description	Unit # 1	Unit # 2	Unit # 3/3A	Unit # 4	Unit # 5	Unit # 6	Unit # 7	Unit # 8	Unit # 9	Unit # 10	August 23, 2002 Corner 471 @ FM 1560	
	(Street)	(WallMart)	(Street)									
Zoning Case - Ordinance #Z 96260 #Z 99021 #Z 20157 - 92292 #Z 20282 - 93310 #Z 20283 - 93311 #Z 20284 - 93312 #Z 20285 - 93313		B-3 B-3		B-3	B-3 B-3 SUP	B-3 B-3	B-3 Sup B-3/B-2	B-2	B-3	B-3 B-3	B-3	B-3
Water	Res. # 99-120	Res. # 99-120	Res. # 99-120	Res. # 99-120	Res. # 99-120	Res. # 99-120	Res. # 99-120	Res. # 99-120	Res. # 99-120	Res. # 99-120	Res. # 99-120	Res. # 99-120
Sewer Service Contract	Res. # 95-061	Res. # 95-061	Res. # 95-061	Res. # 95-061	Res. # 95-061	Res. # 95-061	Res. # 95-061	Res. # 95-061	Res. # 95-061	Res. # 95-061	Res. # 95-061	Res. # 95-061
Gas	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB
Electrical	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB	CPSB
Telephone	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell	SWBell
Phase I Environmental (RABA No.)	ASF00-029-00	Wmrt	ASF00-029-00	ASF00-029-00	ASF00-189-00	ASF00-189-00	ASF00-189-00	ASF00-189-00	ASF00-029-00	ASF00-029-00	ASF00-029-00	ASF00-029-00
Plat ID Number	990212	N/A	990324	20093	20094	20095	20096	20097	000104	010019	010019	N/A
Plat Approval Date	14-Jun-00	01-Jun-00	01-Sep-00	29-Jan-01	14-Jun-00	13-Nov-00	05-Feb-01	20-Oct-00	27-Dec-00	31-Jan-01	31-Jan-01	
Plat Status	Filed	Filed	Filed	Filed	Filed	Pend Impact fee	Pend Impact fee	Filed	Filed	Filed	Filed	
Recording Information	Vol. 9549 Pg. 24		Vol. 9550 Pg. 156 (3) Vol. 9550 Pg. 183 (3A)	Vol. 9561 Pg. 34	Vol. 9547 Pg. 193			Vol. 9555 Pg. 88	Vol. 9551 Pg. 162	Vol. 9551 Pg. 129	Vol. 9551 Pg. 129	
Protective Covenants					Vol. 8479 Pg. 1535							
Platted Acres				2.074	2.918	9.048	21.010	32.341	0.987	8.179	8.179	
Development Rights Permit	#007	#007	#007	#007	#007	#007	#007	#007	#007	#007	#007	#007
Flood Plain Dev. Permits	#702 & 963	#544	#702 & 963	#544	#702 & 963	#702 & 963	#702 & 963	#544	#544	#544	#544	#544
POADP (1/27/97)	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997	12/8/1997
Tree Preservation Rights Est.	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA
Traffic Impact Analysis (Lev III-'96)	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA
Traffic Impact Analysis (Lev II-'98)	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA
Traffic Impact Analysis (Lev III-'00)	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA	TIA
Unplatted Acres												22.5
City Plat Application Date				12/2/1999	3/22/2000	12/2/1999	12/2/1999	12/2/1999	6/29/2000	11/21/2000	11/21/2000	
SAWS Letter of Certification				11/21/2000	6/14/2000	9/6/2000	9/5/2000	9/6/2000	12/27/2000	11/21/2000	11/21/2000	
Planning Department Approved for record				1/24/2001		11/13/2000	2/5/2001	10/20/2000				

LAND DEVELOPMENT  
SERVICES DEPARTMENT  
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100109

UTILITY SERVICE AGREEMENT

FILED BY  
PRESIDIO TITLE

STATE OF TEXAS                   §  
  §  
COUNTY OF BEXAR               §

This Utility Service Agreement ("Agreement") is entered into by and between the San Antonio Water System Board of Trustees, through Resolution Number 05-187, acting by and through its President/Chief Executive Officer ("SAWS") and Wayne Harwell acting by and through Wayne Harwell Properties, Inc., ("Developer") together the Parties ("Parties").

Recitals

Whereas, Developer has requested that SAWS provide wastewater service to the remaining portions of an approximate 417.77-acre tract of land, (the Stonebridge – Westwood Tract), not located over the Edwards Aquifer Recharge Zone, such tract being and more particularly described in Attachment III, as accepted by SAWS; and

Whereas, SAWS desires to provide such services to the Developer pursuant to the SAWS Utility Service Regulations and as amended, and all applicable local, state, and federal regulation;

Now Therefore, The Parties Hereto Agree To The Following Terms and Conditions:

**1.00 Interpretation of Agreement.**

The Parties acknowledge that the utility service(s) provided pursuant to this Agreement shall be provided in accordance with the SAWS Utility Service Regulations, Design Criteria, Schedules, Attachments and Instruments thereto, as amended (together "USR"). In the event the specific terms of this Agreement are in conflict with the USR, the specific terms of this Agreement shall apply. The above notwithstanding, in order for such specific conflicting term to prevail, such conflict must be so noted in the Agreement. The Parties further acknowledge that in the event the City Council of the City of San Antonio amends or revises an ordinance/regulation regarding impact fees, this Agreement is subject to such amendment or revision.

**2.00 Obligation Conditioned.**

The obligation of SAWS to provide the utility services, which are the subject of this Agreement, is conditioned upon present rules, regulations and statutes of the United States of America and the State of Texas and any court order that directly affects the San Antonio Water System's Regional Water Production and Distribution System and/or Regional Wastewater Transportation and Treatment System and/or the utility infrastructure directly servicing the Tract. Developer acknowledges that if the rules, regulations and statutes of the United States of America and/or the State of Texas that are in effect upon the execution date of this Agreement are ever revised or amended to such an extent that SAWS becomes incapable of, or prevented from, providing the

Utility Service Agreement  
USA\_Stonebridge - Westwood Center\_417.77  
06/01/05, Page 1 of 4

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RD#10-02-005

100109

UTILITY SERVICE AGREEMENT

FILED BY  
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STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR

This Utility Service Agreement ("Agreement") is entered into by and between the San Antonio Water System Board of Trustees, through Resolution Number 05-187, acting by and through its President/Chief Executive Officer ("SAWS") and Wayne Harwell acting by and through Wayne Harwell Properties, Inc., ("Developer") together the Parties ("Parties").

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Whereas, SAWS desires to provide such services to the Developer pursuant to the SAWS Utility Service Regulations and as amended, and all applicable local, state, and federal regulation

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LAW DEVELOPMENT  
SERVICES DIVISION

Now Therefore, The Parties Hereto Agree To The Following Terms and Conditions:

**1.00 Interpretation of Agreement.**

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Utility Service Agreement  
USA Stonebridge - Westwood Center\_417.77  
06/01/05, Page 1 of 4

RD # 10 - 02 - 005

utility services(s) which are the subject of this Agreement, then no liability of any nature is to be imposed upon SAWS as a result of SAWS' compliance with such legal or regulatory mandates. SAWS agrees that it will use its best efforts to prevent the enactment of such legal or regulatory mandates.

### 3.00 Term.

3.01 If Developer meets the requirements set out in G.C.19.00 herein, the provisions of this Agreement shall remain in full force and effect for a maximum period of fifteen (15) years from the Effective Date of this Agreement. In order for certain conditions to survive the expiration of the fifteen (15) year term, the Developer must (i) pay all impact fees for the total number of EDU's required for the development covered by this Agreement at the then-current rate, and (ii) complete all infrastructure requirements including off-site extensions of this Agreement.

3.02 In the event Developer has not completed the requirements stated herein, Developer understands and agrees that should he desire to complete the development project that is the subject of this Agreement, he must enter into a new Utility Service Agreement with SAWS pursuant to the then current Utility Service Regulations.

3.03 In the event the Developer has completed these requirements prior to expiration of the fifteen (15) year term, the following conditions will survive termination of this Agreement:

- (i) SAWS' recognition of the EDU's of capacity for the development which is the subject of the Agreement as guaranteed capacity.
- (ii) SAWS' continued recognition of impact fee credits previously earned by the Developer pursuant to Sections 15.8 and 15.9 of the Utility Service Regulations.
- (iii) SAWS continued provision of the utility services subject to the Agreement to retail customers located in the tract, so long as such customers pay for the services and comply with the regulations applicable to individual customers.

### 4.00 Entire Agreement.

The following documents attached hereto and incorporated herein are as fully a part of this Agreement as if herein repeated in full, together with this Agreement, comprise the Agreement in its entirety:

- |                  |   |
|------------------|---|
| Attachment I:    | General Conditions  |
| Attachment II:   | Special Conditions  |
| Attachment III:  | Description of Tract  |
| Attachment IV:   | (If necessary) Board Summary & Recommendation and Resolution    |
| Attachment V:    | Developer Water and/or Wastewater Master Plan                   |
| Attachment VI:   | Engineering Study   |
| Attachment VII:  | (If necessary) Lift Station & Force Main Supplemental Agreement |
| Attachment VIII: | (If necessary) Water Recycling and Conservation Plan            |

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**5.00 Developer's Obligations.**

The Developer acknowledges and agrees that any guaranteed capacity earned pursuant to this Agreement shall run with the land and shall be an appurtenance to the Tract. The Developer acknowledges that recordation of this Agreement in the Real Property Records of the County in which the Tract is located within thirty-six months of the Effective Date of this Agreement is required; otherwise the Agreement will terminate. Developer shall record the Agreement and supply the Director with a recorded copy. The Developer shall maintain records of EDU's remaining on the Tract pursuant to the approved Developer Master Plan. Developer shall provide SAWS with such records upon SAWS written request. Developer further agrees to defend, indemnify and hold harmless SAWS and its successor and assigns from the claims of third parties arising out of SAWS granting of any remaining guaranteed capacity earned pursuant to this Agreement to Developer's subsequent purchasers, successors and assigns.

**6.00 Notices.**

Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

**IF TO SAN ANTONIO WATER SYSTEM:**

SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: SAM MILLS, P.E., DIRECTOR  
INFRASTRUCTURE PLANNING

**IF TO DEVELOPER:**

Wayne Harwell Properties, Inc.  
P.O. Box 17065  
San Antonio, Texas 78217-0065  
Attn: Wayne Harwell

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**7.00 Severability.**

If for any reason any one or more paragraph of this Agreement are held legally invalid, such judgment shall not prejudice, affect impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this contract held legally invalid.

**8.00 Effective Date.**

The Effective Date of this Agreement shall be the date signed by the authorized representative of the San Antonio Water System.

Utility Service Agreement  
USA\_Stonebridge - Westwood Center\_417.77  
06/01/05, Page 3 of 4

RD#10-02-005

ACCEPTED AND AGREED TO IN ALL THINGS:

San Antonio Water System

Developer

[Signature]

Wayne Harwell Properties, Inc.

By: Kelley S. Neumann, PE

By: [Signature]

Title: Vice-President  
Facilities Eng. & Const.

Title: Wayne Harwell - Pres.

Date: 6-17-05

Date: 6/13/05

ACKNOWLEDGEMENTS

STATE OF TEXAS, COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Kelley S. Neumann known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as VP, Facilities Eng. & Const. for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17<sup>th</sup> day of JUNE, 2005.



[Signature]  
Notary Public

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SERVICES DIVISION

STATE OF TEXAS, COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared WAYNE HARWELL known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as PRES. OF WAYNE HARWELL PROPERTIES INC. for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13<sup>th</sup> day of JUNE, 2005.



[Signature]  
Notary Public

Utility Service Agreement  
USA Stonebridge - Westwood Center\_417.77  
06/01/05, Page 4 of 4

RD#10-02-005

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GENERAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT

**G.C.1.00 Definitions.**

**G.C.1.01 Developer.**

Owner of the tract, his subsequent purchasers, successors, and/or assigns.

**G.C.1.02 Director of Infrastructure Development.**

The Director of Infrastructure Development of the San Antonio Water System or his/her designated representative.

Unless defined in the Agreement, the terms used in this Agreement shall have the same definitions and meaning as those set out in Chapter 2, Definitions, of the USR. In the event a term is specifically defined in this Agreement and the definition is in conflict with that found in the USR, and such conflict is acknowledged in the Agreement, the definition set out in this Agreement shall apply.

**G.C.2.00 Required Submittals.**

If determined to be necessary by the Director of Infrastructure Development ("Director"), the Developer hereby agrees to submit the following documents prior to the execution of this Agreement: Developer Master Plan, Developer Utility Layout, Water Recycling and Conservation Plan, and Engineering Report. The Parties agree that such documents are included instruments to this Agreement. The submittal of such documents, is a condition precedent to plat recordation and initial utility service. Developer shall modify such documents as may be reasonably required by the Director. Such documents shall be updated as required by the Director and the USR.

**G.C.3.00 Dedication to SAWS.**

The Developer agrees to dedicate, grant, and convey all right, title and interest of Developer in both the realty and personality associated with the utility infrastructure which is the subject of this Agreement. Upon written acceptance of such utility infrastructure by SAWS, SAWS shall own, operate and maintain such infrastructure.

**G.C.4.00 Design and Construction Requirements.**

The design and construction of all utility infrastructure which is the subject of this Agreement shall be at a minimum in accordance with the USR and all applicable requirements pertaining to the provision of utility services set forth by SAWS, the City of San Antonio, the County of Bexar, the State of Texas and any agency thereof including but not limited to the Texas Commission on Environmental Quality and the Texas Department of Health. All infrastructure shall be constructed under the inspection of SAWS. The provision of utility service to the Tract shall not commence until the Director has accepted and approved the infrastructure in writing.

**G.C.5.00 Joint Venture Agreements.**

In the event the Developer enters into a Joint Venture Agreement covering the costs for supplying utility services to the Tract, the Developer shall send a copy of such agreement to the attention of the Director.

**G.C.6.00 Assignment.**

No assignment of the Agreement in whole or in part shall be made by the Developer without the prior written approval of SAWS, which approval shall not be unreasonably withheld.

**G.C.7.00 Event of Foreclosure.**

In the event Developer's interest in the Tract described in Attachment III are extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to SAWS that they are the successor in interest to the property as a result of such foreclosure, and that there are no lawsuits pending concerning the property, SAWS shall

General Conditions of USA

USA\_Stonebridge - Westwood Center\_417.77

06/01/05, Page 1 of 3

RD#10-02-005

consider the foreclosing party a successor in interest if the foreclosing party executes a utility service agreement with SAWS after the Director determines that the execution of such an agreement will not be adverse to SAWS' interest.

**G.C.8.00 Payment for Provision of Utility Service.**

In the event utility service(s) to a subdivision plat within the Tract is not billed by SAWS, the amount of the monthly fees for the provision of utility services will be those charged to the various customer classifications as set by City Ordinances, with the billing and collection thereof on behalf of SAWS, being the responsibility of the billing utility purveyor. In order to facilitate this arrangement, Developer is to insert into any utility agreement with whatever utility purveyor is to bill for utility services to a subdivision plat within the Tract, a provision requiring said purveyor to enter into a Contract with SAWS to bill and collect SAWS' monthly utility services fees and transmit said fees to SAWS. The billing utility purveyor shall advise customers that delinquent non-payment of any of SAWS' fees will result in termination of such service from SAWS in the event all administrative remedies of appeal are either exhausted or waived by the customer. SAWS shall not be obligated to provide utility service to any plat within the Tract unless and until the utility purveyor has executed a contract with SAWS to provide for the billing and collection of such utility service from SAWS.

**G.C.9.00 Enforcement of Industrial Waste Ordinance if Required by SAWS.**

The Developer shall cause to be recorded in the Deed and Plat Records of Bexar County a restrictive covenant covering the entire Tract. This restrictive covenant shall run with the land in the Tract described in Attachment III. Such covenant shall contain language expressly granting to SAWS the right, should SAWS so elect, to enforce and or otherwise pursue to the extent provided at law or in equity, the provisions of the City's Industrial Waste Ordinance No. 57214, as amended or as may be amended (codified as Chapter 34, Article III, Division 2 of the City Code). SAWS' right shall include, to the extent provided at law or in equity, the right to inspection, sampling and monitoring of the collection system to assure ordinance compliance.

Recordation of the Covenant shall be a condition precedent for SAWS' provision of service to any portion of said Tract.

**G.C.10.00 Oversizing.**

Developer must pay for all mains and other utility facilities needed to serve his Tract. SAWS may require the installation of oversized water mains and wastewater mains and related facilities. SAWS' requirements for oversized are included in the Special Conditions to this Agreement. SAWS will execute a tripartite contract with Developer and a contractor for the construction of such oversized facilities. Oversized facilities must be competitively bid by SAWS. SAWS will reimburse the Developer for the oversize construction cost differential upon completion of the approved facility installation and SAWS' acceptance of such facility. SAWS will determine whether to provide such reimbursement in the form of a cash reimbursement or in credits to be applied to impact fees. All oversized shall be done in accordance with the USR.

**G.C.11.00 Off-Site /On-Site Facilities.**

Developer shall install all required off-site and all necessary on-site facilities in accordance with the USR, at no cost to SAWS. Any specific requirements related to the facilities are be set out in the Special Conditions to this Agreement.

**G.C.12.00 Impact Fee Payment.**

Developer shall pay all required impact fees in the manner and in the amount prescribed in all applicable impact fee ordinances, the USR and as amended. An estimate only, not to be construed as an assessment of the amount of impact fees for the development of the Tract is set out in the Special Conditions to the Agreement.

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**G.C.13.00 SAWS' Obligation to Supply Service.**

Upon payment and acceptance of the required impact fees, SAWS will be obligated to supply utility services to the Tract within a five (5) year period as prescribed by Chapter 395 of the Local Government Code or as amended pursuant to such Chapter. However, SAWS is not required by law to provide such service by the construction of a specific facility. Should Developer request utility service to the Tract earlier than five (5) years, any costs which are directly attributable to supplying such services within such earlier period shall be paid by Developer.

**G.C.14.00 Facility Design and Construction.**

The Developer shall design and construct all on site and off-site facilities required pursuant to this Agreement in accordance with the USR and all applicable local, state and federal requirements. Developer further recognizes that SAWS' approval in all respects as to facility right-of-way adequacy, location, size, grade and invert elevation is a condition precedent to any further obligation of SAWS. Specific design and construction requirements are set out in the Special Conditions to this Agreement.

**G.C.15.00 Use of Capacity by SAWS.**

Developer understands that any capacity in utility facilities resulting from this Agreement for the Tract may be utilized by SAWS for other tracts receiving service from SAWS. SAWS shall keep accurate records regarding the Developer's capacity, either reserved capacity or guaranteed capacity, pursuant to the Agreement for the Tract, and, in no event, will Developer be denied capacity as a result of SAWS' utilization of such capacity for another tract.

**G.C.16.00 Utility Master Plan Requirements.**

The Developer will prepare a utility master plan which details the water and/or wastewater systems for the Tract pursuant to the USR and as amended.

**G.C.17.00 Phased Utility Master Plans.**

If the Developer's water and/or wastewater systems are to be installed in phases or units, the Developer shall submit overall utility master plans to SAWS for review and approval. The overall utility master plan(s) shall be submitted before the first construction phase is submitted for plat approval. The overall utility master plan(s) shall show the development phases or units including the sequence and a timetable for build-out. The Developer shall also provide SAWS with a digital version of the proposed recorded plat, as submitted for plat recordation in a format acceptable to SAWS, for each phase or unit of the development project.

**G.C.18.00 Conformance of Plans to Utility Master Plan.**

All water and wastewater system facilities to serve the Tract shall be designed and constructed in conformance with the approved utility master plan. Changes in the water and wastewater system design shall be resubmitted to SAWS for written approval.

**G.C.19.00 Timing Requirements for Submission of Plans.**

Upon the Effective Date of this Agreement the Developer has 36 months to complete the required utility master plan and to start construction. Developer understands and agrees that if Developer fails these requirements within the 36-month period, this Agreement expires and a request for a new agreement must be submitted to SAWS. SAWS will enter into a new utility service agreement based on then-current regulations. In the event Developer meets this requirement, this Agreement shall remain in effect for seven (7) years from the Effective Date. If prior to the expiration of such seven (7) year period, Developer submits a revised Utility Master Plan, pursuant to Section 5.8 of the USR or as amended, this Agreement shall be in effect for a maximum term of fifteen (15) years from the Effective Date of this Agreement.

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SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT

WATER SERVICE

**S.C.1.00 Tract Location and Ultimate Demand.**

Stonebridge – Westwood Tract, a 417.77-acre tract, located inside the City limits and outside SAWS’ service area is located at the corner of Culebra Road and Loop 1604, as shown in Attachment III. The tract is not located over the Edwards Aquifer Recharge Zone.

On April 20, 1999 the San Antonio Water System Board of Trustees passed Resolution No. 99-120 approving a water commitment to the Culebra Road Tract, a 385-Acre Tract for 1,132 EDUs of potable water service.

SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT

WASTEWATER SERVICE

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SERVICES DIVISION

**S.C.1.00 Tract Location and Ultimate Demand.**

Stonebridge – Westwood Tract, remaining portions of a 417.77-acre tract inside the City limits and outside SAWS’ service area is located at the corner of Culebra Road and Loop 1604, as shown in Attachment III. The tract is not located over the Edwards Aquifer Recharge Zone.

The proposed development is planned for single-family residential and commercial use. The ultimate demand on the SAWS's facilities shall not exceed 491 equivalent dwelling units (EDUs) of wastewater discharge.

On April 04, 1999 the San Antonio Water System Board of Trustees passed Resolution No. 95-061 approving a sewer service contract to the Stonebridge – Westwood Center Tract, a 417.70-Acre Tract for 1,132 EDUs of sewer service. This Utility Service Agreement covers the remaining 70-Acres of the tract (Units 6, 7, 8, and “Remainder”) for the remaining 491 EDUs of sewer service. This Utility Service Agreement replaces the previous sewer contract Resolution number 95-061.

**S.C.2.00 Infrastructure Requirements.**

The Tract is situated within SAWS’ Outer Service Area (OSA) and lies within the Culebra Creek Watershed. Wastewater service to the Tract requires the capacity of a 10-inch gravity main or equivalent at 0.30 percent minimum slope. The nearest sewer main is a proposed 24-inch gravity sewer main and a proposed 30-inch main running through the tract. The 24-inch and 30-inch gravity sewer mains are Phase II of the Western Extension Project and will connect to the existing 36-inch gravity sewer main located inside FM Loop 1604, which is Phase I of the Western Extension Project. The Developer will be required to construct service laterals and/or private or public 8-inch mains through the Tract, as warranted, and connect to the proposed 24-

inch and 30-inch gravity sewer main located through the tract. The Developer may connect a maximum of 491 EDU's of capacity to the proposed 24-inch and 30-inch mains running through the tract.

**S.C.3.00 San Antonio Water System Master Plan and Oversizing Requirements.**

N/A

**S.C.4.00 Impact Fee Credit Eligibility.**

N/A

**S.C.5.00 Engineering Study Report and Pro-Rata Refund Eligibility.**

N/A

**S.C.6.00 Developer On-site and/or Off-site Requirements.**

The Developer will also be required to acquire any right-of-way and easements, install all on-site facilities, and upgrade existing lift stations necessary to serve the tract in accordance with SAWS' Regulations and at the Developer's total cost. Other on-site requirements within the tract will be determined at such time as the engineer submits an overall Utility Master Plan, and any subsequent revisions, for the tract.

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**S.C.7.00 Lift Stations and Force Mains.**

Lift stations and force mains are only allowed by prior written supplemental agreement with SAWS. Applicable fees as set out in the supplemental agreement must be paid in full prior to service connection.

**S.C.8.00 Time for Wastewater Impact Fee Assessment and Payment.**

Wastewater Impact Fees are assessed at the rates in effect at the time of plat recordation or the latest date allowed by law. Wastewater Impact Fees will be paid prior to connection to the SAWS wastewater system.

**S.C.9.00 Wastewater Impact Fee Estimates Based Upon Current Charges.**

Type of Impact Fee	EDUs	\$/EDUs	Current Total
Wastewater Collection	491	\$366.00	\$179,706.00
Wastewater Treatment (OSA)	491	\$750.00	\$368,250.00
Total			\$547,956.00

**S.C.10.00 Pro-Rata Payment Fee Requirement.**

Developer shall be required to pay a pro-rata fee pursuant to the USR and as amended prior connection to the wastewater system, if Developer is tapping into a main that is subject to a pro-rata refund.

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OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING A UTILITY SERVICE AGREEMENT TO PROVIDE WASTEWATER SERVICE TO STONEBRIDGE - WESTWOOD CENTER, A 417.77-ACRE TRACT LOCATED AT THE CORNER OF CULEBRA ROAD AND LOOP 1604; BEING DEVELOPED BY WAYNE HARWELL PROPERTIES, INC., DEVELOPER, SUBJECT TO THE EXPIRATION OF SUCH AGREEMENT IF NOT EXERCISED IN THIRTY-SIX MONTHS; REPLACING RESOLUTION NO. 95-061; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, Wayne Harwell Properties, Inc., a Developer Customer, has requested the San Antonio Water System (the "System") to provide wastewater to the 417.77-acre tract of land (the "tract"), and has satisfied the requirements of the Board's Regulations for Developer Customer Applicants; and

WHEREAS, the tract is located inside the San Antonio City Limits and within the System's Outer Service Area (OSA) for wastewater service, within the Culebra Creek Watershed; water service will be supplied from Service Level 7, and is generally illustrated in Attachment I hereto; and

WHEREAS, the proposed development of the tract will discharge a total wastewater flow estimated to be equivalent to 491 dwelling units (EDUs); and

WHEREAS, on April 20, 1999, the San Antonio Water System Board of Trustees passed Resolution No. 99-120 approving a water commitment to the Culebra Road Tract, a 385-Acre Tract for 1,132 EDUs of potable water service; and

WHEREAS, on April 04, 1999, the San Antonio Water System Board of Trustees passed Resolution No. 95-061 approving a sewer service contract to the Stonebridge - Westwood Center Tract, a 417.70-acre tract for 1,132 EDUs of sewer service; this Utility Service Agreement covers the remaining 70-acres of the tract for the remaining 491 EDUs of sewer service; this Utility Service Agreement replaces the previous sewer contract Resolution number 95-061; and

WHEREAS, the nearest sewer main is a proposed 24-inch gravity sewer main and a proposed 30-inch main running through the tract; the 24-inch and 30-inch gravity sewer mains are Phase II of the Western Extension Project and will connect to the existing 36-inch gravity sewer main located inside FM Loop 1604, which is Phase I of the Western Extension Project; the Developer will be required to construct service laterals and/or private or-public 8-inch mains through the Tract, as warranted, and connect to the proposed 24-inch and 30-inch gravity sewer main located through the tract; the Developer may connect a maximum of 491 EDUs of capacity to the proposed 24-inch and 30-inch mains running through the tract; and

WHEREAS, the Developer Customer is obligated to pay the prescribed fees and to comply with other applicable requirements as set forth in the Utility Service Regulations; and

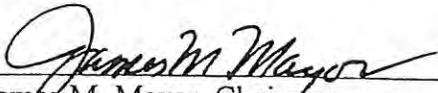
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to agree to provide wastewater to Stonebridge - Westwood Center, a 417.77-acre tract, as described herein, and (ii) to provide that this agreement will be honored for a period of thirty-six months, and that if not exercised during this period, the utility service agreement will expire; now, therefore:

**BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:**

1. That the San Antonio Water System hereby agrees to provide wastewater service to Stonebridge - Westwood Center, a 417.77-acre tract being developed by Wayne Harwell Properties, Inc., located at the corner of Culebra Road and Loop 1604, as generally illustrated in Attachment I hereto, on a Developer Customer basis as provided for in the Board's Regulations, applicable amendments to the Regulations, and any other applicable federal, state or local regulations.
2. That this agreement shall be honored for a period of thirty-six months, and if not exercised during this thirty-six-month period, the utility service agreement will expire.
3. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.
4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
5. This resolution shall take effect immediately from and after its passage.

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PASSED AND APPROVED this 24<sup>th</sup> day of May, 2005.

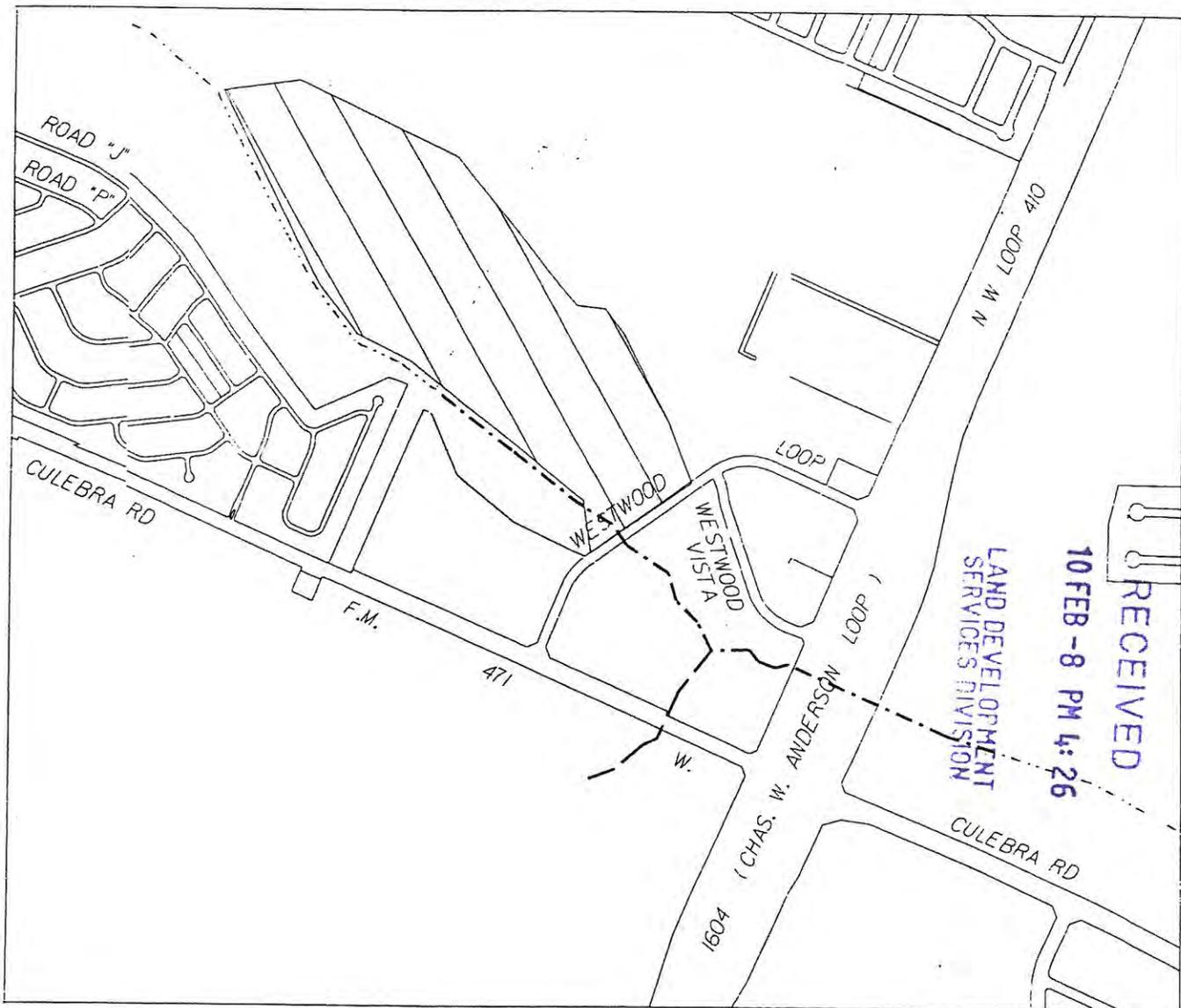
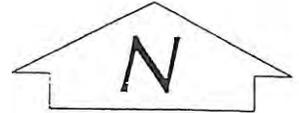
  
James M. Mayor, Chairman

ATTEST:

  
Salvadore M. Hernández, Secretary

# Stonebridge - Westwood Center 471.770 - ACRE TRACT

- 18" Main
- 24" Main
- 30" Main
- 36" Main



## SEWER SERVICE LOCATION MAP

RD#10-02-005

Doc# 20050140967  
# Pages 15  
06/24/2005 15:16:46 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERRY RICKHOFF COUNTY CLERK

Fees 40.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
06/24/2005 15:16:46 PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerry Rickhoff*

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SERVICES DIVISION

RD#10-02-005



**PRESIDIO TITLE**  
A TEXAS OWNED COMPANY



**IMPORTANT**

**THIS IS YOUR ORIGINAL RECORDED UTILITY AGREEMENT. PLEASE PUT IN A SAFE PLACE. YOU WILL NOT RECEIVE RECORDINGS FROM THE BEXAR COUNTY CLERK'S OFFICE.**

**THIS DOCUMENT HAS BEEN E-FILED BY PRESIDIO TITLE, LLC FOR YOUR CONVENIENCE.**

**IMPORTANT**



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**Site location or address of project and legal description:**

Near the intersection of Culebra Road at FM 1560 – Assigned Address 11727 Culebra Road 78254

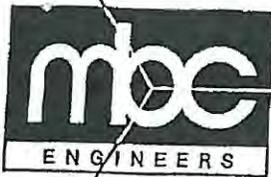
Being a 5.797 acre tract out of a 22.078 Acre tract shown as Lot # 12 Block 1 NCB 17635, as shown on the Plat # 070147 Approved by the Planning Commission on December 10, 2008, which plat has not yet been recorded. Legal Description and Plat attached.

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RD # 10 - 02 - 005



MACINA • BOSE • COPELAND and ASSOCIATES, INC  
CONSULTING ENGINEERS AND LANDSURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232  
(210) 545-1122 FAX (210) 545-9302  
www.mbcengineers.com

METES AND BOUNDS  
DESCRIPTION OF

A 5.797 ACRE TRACT (252,526 SQUARE FEET) OUT OF A CALLED 22.078 ACRE TRACT AS RECORDED IN VOLUME 13095, PAGE 2004, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY AND OUT OF THE M.M.Y. MUSQUIZ SURVEY NO. 80, ABSTRACT NO. 467 COUNTY BLOCK 4450, SITUATED IN NEW CITY BLOCK 17635, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN A CLOCKWISE MANNER AS FOLLOWS:

- COMMENCING: At a found mag nail on the north right-of-way line of Culebra Road (a 100 foot public right-of-way) Deed Reference: Volume 4041, Page 491; said mag nail also being the southernmost corner of said 22.078 acre tract and the southernmost corner of this tract and being on the west line of a called 4.18 acre tract Deed Reference: Volume 8352, Page 2044, Deed and Plat Records, Bexar County, Texas;
- THENCE: N 66°25'07" W, 41.09 feet, along and with said north right-of-way line of Culebra Road to a point of curvature of a curve to the left;
- THENCE: 241.31 feet, along and with said curve and north right-of-way line of Culebra Road which has a central angle of 01°12'01", a radius of 11519.16 feet, a chord bearing and distance of N 67°01'05" W, 241.31 feet to a found 1/2" iron rod and cap "MBC", to a point of tangency;
- THENCE: N 67°37'07" W, 232.56 feet, continuing along and with said north right-of-way line of Culebra Road to a set 1/2" iron rod and cap "MBC", to the POINT OF BEGINNING of this tract;
- THENCE: N 67°37'07" W, 179.47 feet, continuing along and with said north right-of-way line of Culebra Road to a found mag nail;
- THENCE: N 22°22'53" E, 7.50 feet, departing said north right-of-way line of Culebra Road to a point of curvature of a curve to the left;

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THENCE: 380.92 feet, along and with said curve to the left which has a central angle of 90°00'00", a radius of 242.50 feet, a chord bearing and distance of N 22°37'07" W, 342.95 feet to a point of tangency;

THENCE: N 67°37'07" W, 462.50 feet to a found mag nail said call being 20 feet parallel from the existing southeast right-of-way line of F.M. 1560;

THENCE: N 23°38'37" E, 446.73 feet to a found ½" iron rod and cap "MBC" said call being 20 feet parallel from the existing southeast right-of-way line of F.M. 1560;

THENCE: S 40°32'07" E, 143.34 feet to a point;

THENCE: S 13°53'25" E, 94.18 feet to a point;

THENCE: S 57°17'06" E, 194.89 feet to a point;

THENCE: S 32°45'53" E, 151.80 feet to a point;

THENCE: S 39°06'15" E, 224.08 feet to a point;

THENCE: S 48°06'01" E, 127.73 feet to a point;

THENCE: S 14°34'30" E, 154.12 feet to a point;

THENCE: S 25°48'19" W, 133.00 feet to a point;

THENCE: S 66°10'59" W, 39.02 feet, to the POINT OF BEGINNING of this tract;

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RD # 10 - 02 - 005

I, Joe Edward Higle, Registered Professional Land Surveyor do hereby affirm that this description represents the results of a survey made on the ground, by the firm of Macina, Bose, Copeland and Associates, Inc., of which a sketch has been prepared.

  
JOE EDWARD HIGLE REG. NO. 4788  
REGISTERED PROFESSIONAL LAND SURVEYOR

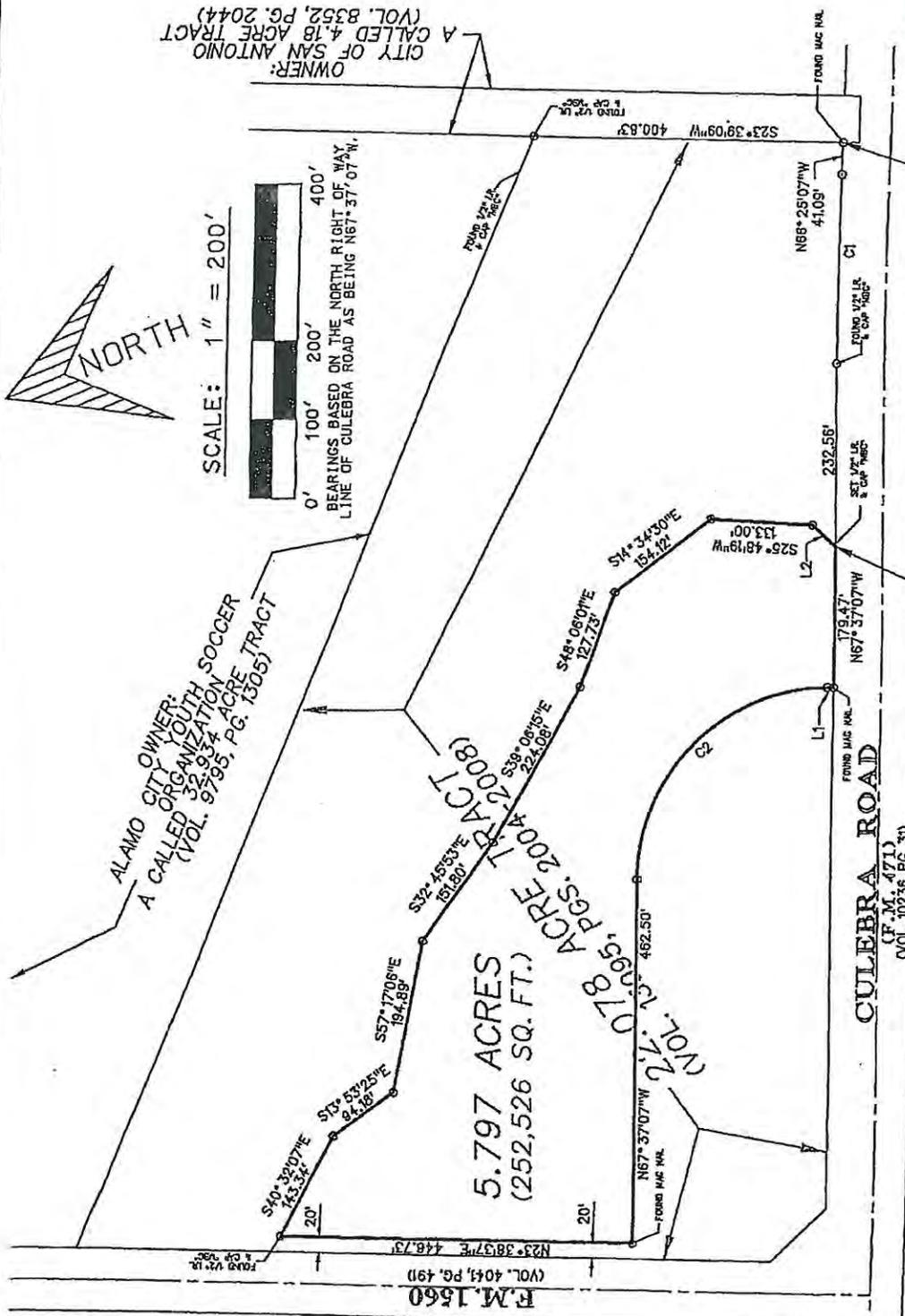
#29287-0573  
August 31, 2009  
JEH/JJA/yyd

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RD # 10 - 02 - 005

RD#10-02-005



LINE TABLE

NO.	BEARING	LENGTH
L1	N22°22'53"E	7.50'
L2	S66°10'59"W	39.02'

CURVE DATA

NO.	RADIUS	DELTA	TANGENT	LENGTH	CHORD	BRG.	CHD. DIST.
C1	11519.16	101°12'01"	120.66'	241.31'	N67°01'05"W	241.31'	
C2	242.50'	90°00'00"	242.50'	380.92'	N22°37'07"W	342.95'	

**mbc**  
ENGINEERS

1035 Central Parkway North  
San Antonio, Texas 78232  
(210) 545-1129  
FAX (210) 545-5502

DESIGN JEH  
DRAWN JJA  
DATE 08-31-09  
JOB NO. 30119-0573



a memo from the  
CITY of SAN ANTONIO  
**Development Services**  
**Subdivision Office**

**TO:** Macina, Bose, Copeland & Assoc., Inc.  
 Fernando Saenz

**DATE:** December 10, 2008

**FROM:** Donna L. Schueling, Planner

**COPIES TO:** File

**SUBJECT:** #070147

**NAME:** Westwood Center, Unit 11

The plat or plan referenced above was heard by the  Planning Commission  
 on the date shown.  Director

The following action was taken:  APPROVAL  
 DISAPPROVED

A plat will not be recorded pending site improvements, the required guarantee is posted or payment of impact fees are paid (or filed).

Note: You can track your plat status at  
<http://epay.sanantonio.gov/tplt>

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