

From: Rob Killen

Date: July 18, 2016

To: Michael Shannon

Subject: Proposed Alternative Language for Residential Buffer

Good afternoon,

Please see below revised language for the residential buffer, which does the following: 1) clarifies that this only applies to abutting single-family uses; 2) changes the ration for increased height to 1:1; 3) allows the abutting single-family property owner to agree to a taller or closer sign; and 4) allows a sign to be built on an abutting commercial property instead of being subject to the buffer.

Signs on property that abuts a single-family residential property shall meet the following minimum setback and height restrictions in addition to the other applicable sign provisions listed in Chapter 28.

1. Freestanding signs on properties abutting a platted lot that is zoned and used for single-family residential purposes shall require a minimum ten (10) foot setback from the property line abutting the residential property and be a maximum of eight (8) feet in height, except as provided below.
2. Freestanding signs on properties abutting a platted lot that is zoned and used for single-family residential purposes may be erected to exceed eight (8) feet in height, provided that such sign is located back from the minimum ten (10) foot setback required above one (1) foot for each one (1) foot of height in excess of ten feet prescribed above.
3. This section shall not apply to a sign that is subject to an agreement between the sign owner and the owner of the abutting single-family property. The agreement shall: a) be in writing; b) signed by the owner of the sign and the owner of the single-family property; c) identify the minimum permitted setback from the property line abutting the single-family residential property; and d) identify the maximum permitted height of the sign.
4. The owner of a property that abuts a platted lot that is zoned and used for single-family residential purposes is entitled to place one (1) sign ("Relocated Sign") on an abutting platted lot that is zoned and used for commercial purposes ("Relocation Site"), subject to an agreement between the sign owner and the owner of the Relocation Site. A Relocated Sign shall be treated as an on-premises sign. The Relocated Sign agreement shall: a) be in in writing; b) signed by the owner of the Relocated Sign and the owner of the Relocation Site; and c) identify the location of the Relocated Sign. A Relocated Sign may either be a freestanding sign or part of a multi-tenant sign on the Relocation Site. A Relocated Sign shall be in addition to any signage permitted on the Relocation Site and shall not be subject to the limitation on the number or spacing of signs permitted on the Relocation Site.

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