



# City of San Antonio, Texas

Department of Development Services

October 1, 2007

Rob Killen  
Kaufman & Assoc.  
100 West Houston Street Ste 1250  
San Antonio, TX 78205

RE: Rights Determination File: # 07-08-046 Revised (Westpointe)

Dear Mr. Killen:

We have reviewed your rights determination that was requested on August 21, 2007. Based on the information provided the following is our official finding:

The original application included a copy of POADP 107-A, this copy did not provide a clear understanding of the proposed uses therefore, a recommendation could not be determined. However, based on staff's review of the City file of POADP 107-A, staff can now support a recommendation of rights effective February 20, 2004, for approximately 26.73 acres of commercial use. The proposed commercial development is located in the boundaries of POADP # 107-A.

All appeals and resubmittals must be filed with the Director of 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 any further questions please contact Melissa Ramirez at 207-7038.

Sincerely,

A handwritten signature in black ink, appearing to read "Fernando J. De León".

Fernando J. De León, P.E.  
Assistant Director Development Services Department  
Land Development Division



# City of San Antonio, Texas

Department of Development Services

September 19, 2007

Rob Killen  
Kaufman & Assoc.  
100 West Houston Street Ste 1250  
San Antonio, TX 78205

RE: Rights Determination File: # 07-08-046 (Westpointe)

Dear Mr. Killen:

We have reviewed your rights determination that was requested on August 21, 2007. Based on the information provided the following is our official finding:

Recommend denial of rights as submitted. POADP # 107A does not identify a project on April 13, 2004. However, the Utility Service Agreement (USA) does identify commercial retail development within the 70.209 acres. After further review of the USA staff has determined we can support a recommendation of rights effective June 22, 2004, only if it can be determined that the conditions precedent of the U.S.A. have been met. To complete our review and support rights effective June 22, 2004, please submit the Utility Master Plan, the start of construction, and the recording of the U.S.A.

All appeals and resubmittals must be filed with the Director of 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 any further questions please contact Melissa Ramirez at 207-7038.

Sincerely,

Fernando J. De León, P.E.  
Assistant Director Development Services Department  
Land Development Division

Picked up by:

Date: 9-21-07



April 13, 2004

Mr. Kevin Love

Bury + Partner Engineers  
1000 San Pedro Ave. Ste. 100  
San Antonio, TX 78216

08-21-07P01:19 RCVD

Re: Park 410 West (Amendment)

POADP # 107-A

Dear Mr. Love:

The City Staff Development Review Committee has reviewed Park 410 West (Amendment) Preliminary Overall Area Development Plan (POADP) # 107-A. Please find enclosed a signed copy for your files. Your plan was accepted, however please note the following:

- In consideration of public safety and convenience, excessive grades by reason of topography should be avoided in street layouts and arrangements.
- Potranco Road is on the Major Thoroughfare plan as a Primary Arterial requiring 120' of Right-of-Way. Dedication along said thoroughfare will be required upon platting.
- Any access and R.O.W. issues along state facilities will need to be resolved with the Texas Department of Transportation (TXDOT). For information about these requirements you can contact TXDOT at 615-5814.
- It will be expected that you will plat all of the property depicted in your POADP to include floodplains, drainage areas and open space.
- I would encourage you to work closely with the school district, so that they can plan accordingly.

VRP# 07-08-046

Mr. Love  
Page 2  
April 13, 2004

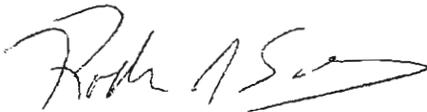
Please note that this action by the committee does not establish any commitment for the provision of utilities, services or zoning of any type now or in the future by the City of San Antonio. If the proposed development is not platted in phases this POADP will be invalid.

**ALL Platting shall comply with the Unified Development Code, Master Plan and Major Thoroughfare Plan for the city of San Antonio.**

If you have any questions regarding this matter, please contact Mr. Michael O. Herrera, at (210) 207-7873.

Sincerely,

08-21-07P01:19 RCVD



Roderick J. Sanchez, AICP  
Development Services, Assistant Director

RS/MH. Jr.

cc: Richard De La Cruz, P.E. Senior Engineer Development Services  
John McDonald, Senior Planner Parks Department  
Arturo Villarreal Jr., P.E. Storm Water Engineering  
Christina De La Cruz, P.E. Bexar County

**VRP# 07-08-046**



**City of San Antonio  
Planning Department**



**Master Development Plan Section  
APPLICATION**

08-21-07P01:19 RCVD

Date: February 19, 2004

<b>Case Manager:</b> Robert Lombrano, Planner II (Even File number) (210) 207-5914, rlombrano@sanantonio.gov	<b>File Number:</b>  107-A
Ernest Brown, Planner II (Odd file Number) (210) 207-7207, ernestb@sanantonio.gov	

**\*\*Will this project be used in conjunction with a Tax Increment Financing Application (TIF):**  YES  NO\*\*

If YES please note that higher standards have been adopted and are required for projects that involve City funds like TIF. For complete information and application of the Tax Increment Financing (TIF) and Reinvestment Zone Guidelines and Criteria, please call the Neighborhood Action Department at (210) 207-7381, (Indicate TIF Project Name on all submissions).

*(Check One)*

- |                                                                                    |                                                               |
|------------------------------------------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Master Development Plan (MDP) (Formerly POADP) | <input type="checkbox"/> P.U.D. Plan                          |
| <input type="checkbox"/> MDP: P.U.D. Plan (combination)                            | <input type="checkbox"/> Mixed Used District (MXD)            |
| <input type="checkbox"/> Master Plan Community District (MPCD)                     | <input type="checkbox"/> Military Airport Overlay Zone (MAOZ) |
| <input type="checkbox"/> Traditional Neighborhood Development (TND)                | <input type="checkbox"/> Manufactured Home Park Plan (MHPP)   |
| <input type="checkbox"/> Flexible Development District                             | <input type="checkbox"/> Pedestrian Plan (PP)                 |
| <input type="checkbox"/> Urban Development (UD)                                    | <input type="checkbox"/> Rural Development (RD)               |
| <input type="checkbox"/> Farm and Ranch (FR)                                       | <input type="checkbox"/> Mix Light Industrial (MI-1)          |
|                                                                                    | <input type="checkbox"/> Other: _____                         |

*Master Plan Submittals: Completeness Review Form and 15 copies (folded) with Planning Department Request for Review form (attache.d) for respective departments or agencies*

Project Name: Revision to the Park 410 West

Owner Agent: Park 410 West Joint Venture Phone: (210) 224-7035 Fax: (210) 224-1669

Address: 405 N. St. Mary's, Suite 222 Zip code: 78205

Engineer/Surveyor: Bury + Partners Phone: (210) 525-9090 Fax: (210) 525-0529

Address: 10000 San Pedro Avenue, Suite 100 Zip code: 78216

Contact Person Name: Kevin Love E-mail: klove@burypartners.com

**VRP#07-08-046**

**City of San Antonio**  
**Planning Department**  
**Master Development Plan Section**  
**APPLICATION**

(Continued)

08-21-07P01:19 RCVD

Existing Legal Description:

67.495 acre tract of land situated in the J.W. McCamley Survey 70, Abstract No. 470, Bexar County, Texas, further being a portion of 358.35 acre tract, recorded in Volume 6230, Page 1341 - 1344, Deed records of Bexar County, Texas.

Existing zoning: Mixed (Varies) Proposed zoning: Same

Projected # of Phases: 3

Number of dwelling units (lots) by Phases: 20 Lots (Phase 1), 8 Lots (Phase 2), 19 Lots (Phase 3)

Total Number of lots: 47 divided by acreage: 358.35 = Density: 0.13

(PUD Only) Linear feet of street \_\_\_\_\_  Private  Gated  Attached  
 Public  Un-Gated  Detached

(PUD Only) Total open space: \_\_\_\_\_ divided by total acreage: \_\_\_\_\_ = Open space \_\_\_\_\_ %

(PUD Only) Type of gate (guard/mag card/key-transmitter/etc.): \_\_\_\_\_

(PUD Only) Construction start date: \_\_\_\_\_

(PUD Only) X,Y coordinates at major street entrance: X: \_\_\_\_\_ Y: \_\_\_\_\_

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

Edwards Aquifer Recharge Zone:  Yes  No

San Antonio City Limits?  Yes  No

Council District: 6 School District: Northside Ferguson map grid: 613-C3, D3

Is there a previous Master Development Plan (a.k.a.POADP) for this Site?

Name Park 410 West No. 107

Is there a corresponding PUD for this site? Name \_\_\_\_\_ No. \_\_\_\_\_

Plats associated with this Master Development Plan (a.k.a.POADP) or site?

Name Park 410 Unit 3 No. 900203

Name Westside Commons Chilis No. 020071

**VRP# 07-08-046**

**City of San Antonio**  
**Planning Department**  
**Master Development Plan Section**  
**Technical Review**

08-21-07P01:19 RCVD

- Name of the Master Development Plan or P.U.D. and the subdivision;
- City assigned Plan ID number;
- Name and address of owner of record, developer and engineer;
- The name names of all adjacent property owners as shown on current tax records;
- Certificate of agency or power of attorney if other than owner;
- Signature blocks for the chairperson and secretary (Planning director or assignee);
- (PUD ONLY) Proposed covenants on the property, if any, including a map and legal description of area affected;
- Two points identified by Texas Planes Coordinates;
- Basis of bearing used and a north point;
- Boundary of the development and total acreage encompassed, thereby described and mapped at and appropriate scale;
- (MDP ONLY) topographic contour lines no greater than ten (10) feet;
- (PUD ONLY) Existing topography with maximum contour intervals of two (2) feet, except where existing ground is on a slope of less than five percent (5%) then either one foot contours or spot elevation shall be provided where necessary;
- Date of preparation;
- Graphic and written scale and north arrow;
- A location map at a scale not less than 1" = 2,000 indicating the location and distance in relation to adjacent streets and all surrounding Major Thoroughfares. The location map is to be located in the top left hand corner of the sheet;
- Total area of property;
- All existing easements or right-of-way with street names impacting the development area, their nature and width;
- The approximate location and widths of all proposed public and private streets major thoroughfares, collectors and local B streets within the developments boundaries;
- (PUD ONLY) The location of all proposed uses or zoning classification as applicable and the maximum allowable intensity (residential density or non-residential FAR);

**VRP# 07-08-046**

08-21-07P01:19 RCVD

**City of San Antonio**  
**Planning Department**  
**Master Development Plan Section**  
**Technical Review**  
(Continued)

- (MDP ONLY) The location and general nature of proposed uses and proposed intensity (residential density or non-residential FAR)
- (PUD ONLY) Notation of any restrictions required by the City Council in accordance with this Ordinance:
- The location and dimension of all proposed adjacent roadways, whether existing or proposed;
- The location and dimension of all proposed or existing lots.
- The location, dimensions, and area of all parcels of land proposed to be set aside for park or playground use or other public, or for the use of property owners in the proposed subdivision, where applicable.
- A development phasing schedule including the sequence for each phase; approximate size in area of each phase; and proposed phasing of construction of public improvements, recreation and common open space areas.
- The schematic of all existing and proposed streets, as well as proposed access points.
- The schematic location of the pedestrian circulation system including walkways and bicycle paths where applicable.
- (Conservation Subdivisions Only) A slope analysis of the proposed development site showing slopes for the following percent of existing grades: 0-10%, 21-30%, 31-40%, and slopes exceeding 40%, including a tabulation of the number of acres in each slope percentage.
- A delineation of EARZ, wetlands and floodplains. Conservation Subdivision and PUD Plans shall also delineate Woodlands.
- The location, acreage, category and type of improvements if any for active and passive open space, including greenbelt and active recreation space areas, private recreational areas.
- Tabulation of the number of acres in the proposed development, showing the total number of lots and area of open space for the site including the following:
  - (PUD ONLY)
  - (a) square footage of all buildings and structures
  - (b) for non-residential uses, multi-family dwellings, and any portion of a site located within the EARZ, the approximate location and area of impervious cover.
- A final statement in tabular form which sets forth the following data, when such data is applicable to a given development plan:
  - (a) total number of dwelling units, by development phase.
  - (b) Residential density and units per acre.
  - (c) (PUD Only) Total floor area ratio for each type of use.
  - (d) Total area in passive open space.
  - (e) Total area in active developed recreational open space.
  - (f) Total number of off-street parking and loading spaces.

**VRP# 07-08-046**

**City of San Antonio**  
**Planning Department**  
**Master Development Plan Section**  
**Technical Review**  
(Continued)

08-21-07P01:19 RCVD

- Traffic Impact Analysis (section 35-502). On file.
- (PUD Only) Utilities plan.
- (M.D.P. Only) Location of property lines, existing easements, burial grounds, railroad rights-of-way, watercourses; location, width, and names of all existing or platted streets or other public ways within or immediately adjacent to the tract; names of adjacent property owners or subdivision from the latest certified assessment rolls.
- (PUD Only) Lots numbered as approved by the City.
- (PUD Only) Layout shall show where lot setbacks as required.
- Location and size in acres of school sites, as applicable.
- The exterior boundaries as indicated from deeds or other instruments of the development area giving lengths and bearings of the boundary lines, if the proposed development is bounded by a watercourse, a closing meander traverse of that boundary shall be made and shown on the site plan. Where curving boundaries are used, sufficient data to establish the boundary on the ground shall be given; including the curve's radius, central angle and arc length.
- A stormwater management plan (section 35-B119)

**Owner or Authorized Representative:**

I certify that the Revision to the Park 410 West Plan application and accompanying maps are complete and that the conditions listed on this application have been met.

Print Name: Kevin Love Signature: 

Date: 2/19/04 Phone: (210) 525-9090 Fax: (210) 525-0529

E-mail: klove@burvpartners.com

**VRP# 07-08-046**

If you have any questions please call Michael O. Herrera, Special Projects Coordinator at 207-7038





**LEGEND:**

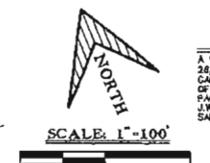
ELEC.	---	ELECTRIC
TEL.	---	TELEPHONE
CATV.	---	CABLE TELEVISION
SAN. SWP.	---	SANITARY SEWER
CSPT.	---	CURB
VOL.	---	VOLUME
PL.	---	PLAGE
FG.	---	FOUND

**CURVE DATA**

NO.	RADIUS	DELTA	TANGENT	LENGTH	CHORD BRG.	CHD. DIST.
C1	1025.00	00°22'30"	76.97	151.92	S84°28'10"E	151.78
C2	2081.83	00°39'04"	17.98	35.77	N87°03'43"W	35.77

**LINE TABLE**

NO.	CHORD BRG.	LENGTH
L1	N22°28'52"E	40.00'



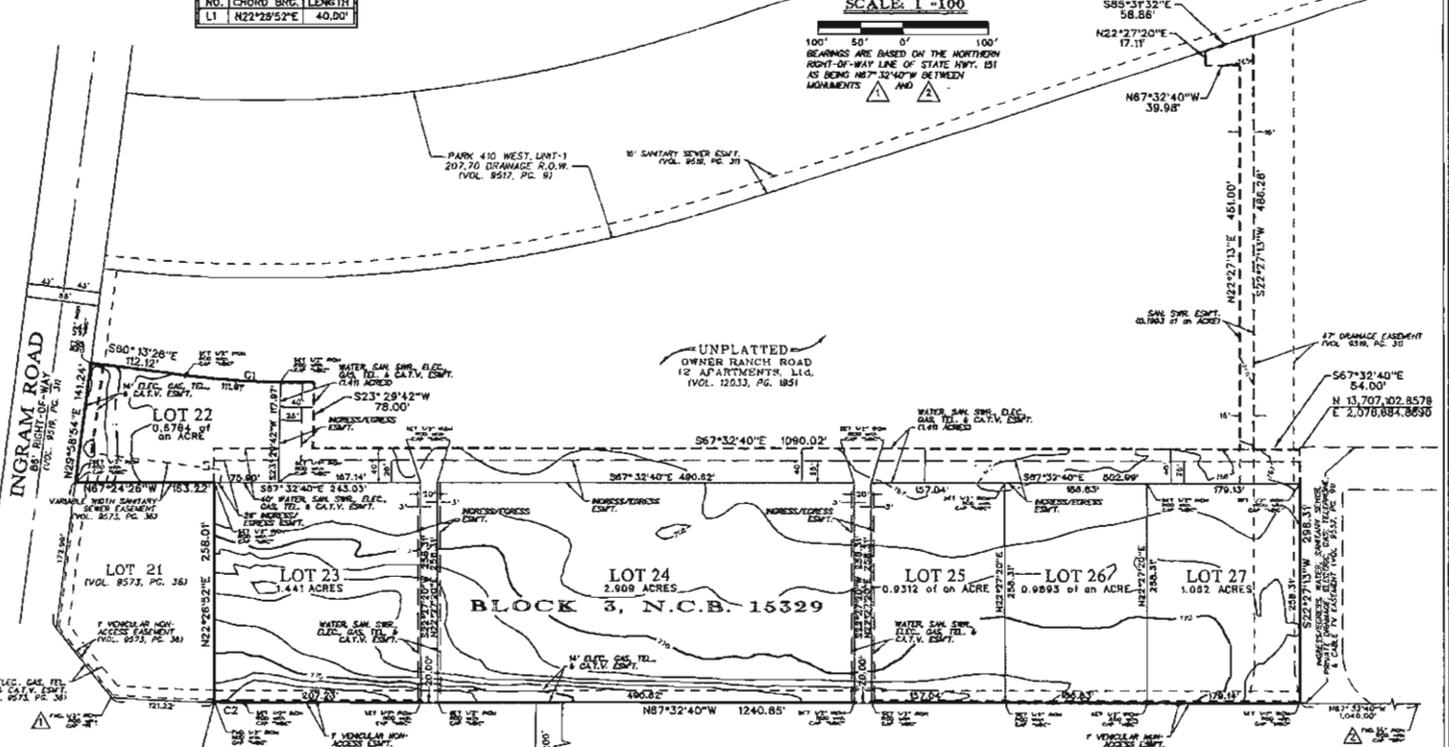
**SUBDIVISION PLAT ESTABLISHING WESTPOINTE COMMERCIAL U-1**

A 9.820 ACRE TRACT OF LAND COMPRISED OF LOT 22, LOT 23, LOT 24, LOT 25, LOT 26, AND LOT 27, BLOCK 3, A WATER, SANITARY SEWER, ELECTRIC, GAS, TELEPHONE, AND CABLE TELEVISION EASEMENT (L.I.H. EASEMENT), AND A SANITARY SEWER EASEMENT (L.I.H. EASEMENT), OUT OF THAT CALLED 20.84 ACRE TRACT AS RECORDED IN VOLUME 20335, PAGE 1951 IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, SITUATED IN THE J.M. MCNEELY SURVEY NO. 70, ABSTRACT NO. 470, NEW CITY BLOCK 15329, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

**LOCATION MAP NOT TO SCALE**

- GENERAL NOTES:**
- BASED ON A MAP TO MAP TRANSFER (BY FEDERAL INSPECTION OR SEALING ONLY) THE SUBJECT PROPERTY SECTION IS SHOWN TO BE LOCATED IN FLOOD ZONE X (SHADED) AND ZONE Y (UNSHADED) AS SHOWN ON THE FLOOD HAZARD MAP DATED FEBRUARY 28, 1994 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP.
  - FLOOD ZONE DEFINITION (FOR MORE DETAILED DEFINITION, PLEASE CONSULT FLOOD MAP):  
 ZONE X (SHADED) - AREAS OF 500-YEAR FLOOD AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 7 FOOT.  
 ZONE Y (UNSHADED) - AREAS OUTSIDE 500-YEAR FLOODPLAIN.
  - PLAT ESTABLISHING SIX (6) NON-SIMPLE FAMILY LOTS.
  - MONUMENTS WERE FOUND OR SET AT ALL PROPERTY CORNERS AS INDICATED HEREON.
  - STATE PLAT RECORDS AS SHOWN HEREON WERE DERIVED FROM A P.E. SURVEYOR AS OBTAINED FROM THE PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, VOLUME 17435, COUNTY RECORDS TO OBTAIN STATE PLAT CORNER MARKERS (P.C.M.)
  - ALL ACCESS DRIVEWAYS SHALL BE PROVIDED WITH CLEAR VISION AREA IN ACCORDANCE WITH LOC 38-9064(13).
  - FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF EIGHT (8) INCHES ABOVE FINISH ADJACENT GRADE.
  - MINIMUM FINISHED FLOOR ELEVATIONS FOR RESIDENTIAL AND COMMERCIAL LOTS SHALL BE OBTAINED AT LEAST ONE (1) FOOT HIGHER THAN THE COMPUTED WATER SURFACE FOR THE 100-YEAR ULTIMATE DEVELOPMENT.
  - OWNER SHALL PROVIDE SHARED CROSS ACCESS WITH ADJACENT LOTS IN ACCORDANCE WITH LOC 33-808(15).
  - OWNER WILL COMPLY WITH STREETSCAPE ORDINANCE AT THE TIME OF PERMIT.
  - WASTEWATER FEE: NOTE: THE NUMBER OF WASTEWATER CONNECTIONS SHALL BE PAID FOR THE PROPERTY. THE WASTEWATER FEE SHALL BE PAID FOR THE WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE WASTEWATER SERVICE DEPARTMENT.
  - WATER AND WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO THE WATER TREATMENT AND/OR WASTEWATER SERVICE CONNECTION.

- TxDOT NOTES:**
- FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE HIGHWAY RIGHT-OF-WAY DEVELOPMENT SHALL BE PROVIDED FOR ADEQUATE SET-BACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE HOME WITHDRAWAL.
  - THE DEVELOPER/OWNER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY.
  - MAXIMUM ACCESS POINTS TO STATE HIGHWAYS FROM THIS PROPERTY WILL BE DETERMINED AS DIRECTED BY TxDOT. LINKS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS AT THIS PROPERTY IS LOCATED IN THE MAXIMUM CORNER POINTS ACCESS POINTS ALONG STATE HWY 151, BASED ON THE OVERALL PLATTED HIGHWAY FROM THE LEFT SIDE.
  - IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK POINT MUST BE APPROVED BY TxDOT. PAVEMENT CONSTRUCTION WITHIN STATE RIGHT-OF-WAY, LOCATED WITHIN THE SIDEWALKS WITHIN STATE RIGHT-OF-WAY SHALL BE AS DIRECTED BY TxDOT.



STATE OF TEXAS  
COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A duly authorized representative to the use of the PUBLIC EXCEPT AS HEREIN OTHERWISE PROVIDED, FORWELLS ALL STREETS, ALLEYS, DRIVEWAYS, WATER LOGGERS, DRAINAGE, EASEMENTS AND PUBLIC UTILITIES THEREON SHOWN FOR THE PURPOSE OF CONVEYANCE TO THE PERSONS HEREIN EXPRESSLY NAMED.

OWNER/DEVELOPER: *J. Paul Jones, CEO*

DOUBLE AND INVESTMENT RECORD: *J. Paul Jones, CEO*

STATE OF TEXAS  
COUNTY OF BEXAR

I, *J. Paul Jones*, being the undersigned authority on this day personally appeared before me and acknowledged to me that he executed the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in conformity with the intent and purpose of the instrument.

JOHN L. BOYD  
NOTARY PUBLIC  
BEXAR COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR

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

DAWN M. ROBINSON  
95808  
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS  
COUNTY OF BEXAR

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

*L. Ray Inman*  
REGISTERED PROFESSIONAL LAND SURVEYOR



**NOTE:**

THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (BY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHT-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "FIBER EASEMENT", "SERVICE EASEMENT", "WASTEWATER EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, RECONSTRUCTING, UPGRADE, MODIFYING, OPERATING, PATROLLING, AND ERECTING POLES, TOWER, OR BURNING SPACES, CANALS, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS OVER SURROUNDING ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID AREAS ALL TREES OR PARTS THEREOF OR OTHER OBSTRUCTIONS WHICH COULD INTERFERE WITH THE EFFECTIVE USE OF SAID LINES OR APPURTENANCES THEREIN. IT IS AGREED AND UNDERSTOOD THAT NO REALTORS, CONTRACTORS, BLINDS OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS, CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE EASEMENT AREAS AND GAS LOGGERS SHALL BE ALLOWED WITHIN THE 50 FOOT WIDE ELECTRIC AND GAS EASEMENTS WHICH ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS. ANY C.P.S. MOUNTAIN LOGS BEING REMOVED FROM INDICATED AREAS OF C.P.S. EQUIPMENT LOCATED WITHIN SAID EASEMENT DUE TO GRADE CHANGES OR UPGRADES OR OTHER ALTERATIONS SHALL BE COMPLETED TO THE PERSON OR PERSONS RESPONSIBLE FOR SAID GRADE CHANGES OR UPGRADES ELEVATION ALTERATIONS. THIS PLAT DOES NOT INTEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.

NONE AFFECTED

**MACINA, BOSE, COPELAND & ASSOCIATES, INC.**  
CONSULTING ENGINEERS AND LAND SURVEYORS  
1035 Central Parkway North, San Antonio, Texas 78232  
Phone (210) 531-7222 Fax (210) 545-6302  
www.mbcengineers.com  
29687-0770

THIS PLAT OF WESTPOINTE COMMERCIAL U-1 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS 27 DAY OF February, A.D. 2008.

*J. Paul Jones*  
SECRETARY

STATE OF TEXAS  
COUNTY OF BEXAR

*Carol R. Hoff*  
COUNTY CLERK OF BEXAR COUNTY

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 28 DAY OF February, A.D. 2008.

*J. Paul Jones*  
OWNER/DEVELOPER

IN TESTIMONY WHEREOF, THESE MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 28 DAY OF February, A.D. 2008.

CITY CLERK, BEXAR COUNTY, TEXAS  
*Carol R. Hoff*  
DEPUTY

Subdivision Plat Fee: \$30.00  
Filed & Recorded in the Official Public Record at Bexar County, Texas.

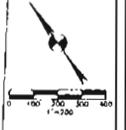
2008 FEB 28 PM 1:47:08  
11-17-2008 06:57:21-1

107 A	Park 410 West	4/13/2004	4/13/2006		Buty + Partners	yes	no		358.35	comm
040230	Westover Market Place			6/23/2004						
060305	Hibernia Bank/Pavilion 151			6/28/2006				3	2.97	

VRP#07-08-046

08-21-07P01:21 RCVD

08-21-07P01:18 RCVD



Bury-Partners  
Consulting Engineers and Surveyors  
10000 North Loop West, Suite 1000  
Houston, Texas 77037

PARK 410 WEST PRELIMINARY  
OVERALL AREA DEVELOPMENT PLAN  
OWNER: PARK 410 WEST JOINT VENTURE  
ADDRESS: 406 N. ST. MARY'S, SUITE 222  
SAN ANTONIO, TEXAS 78206

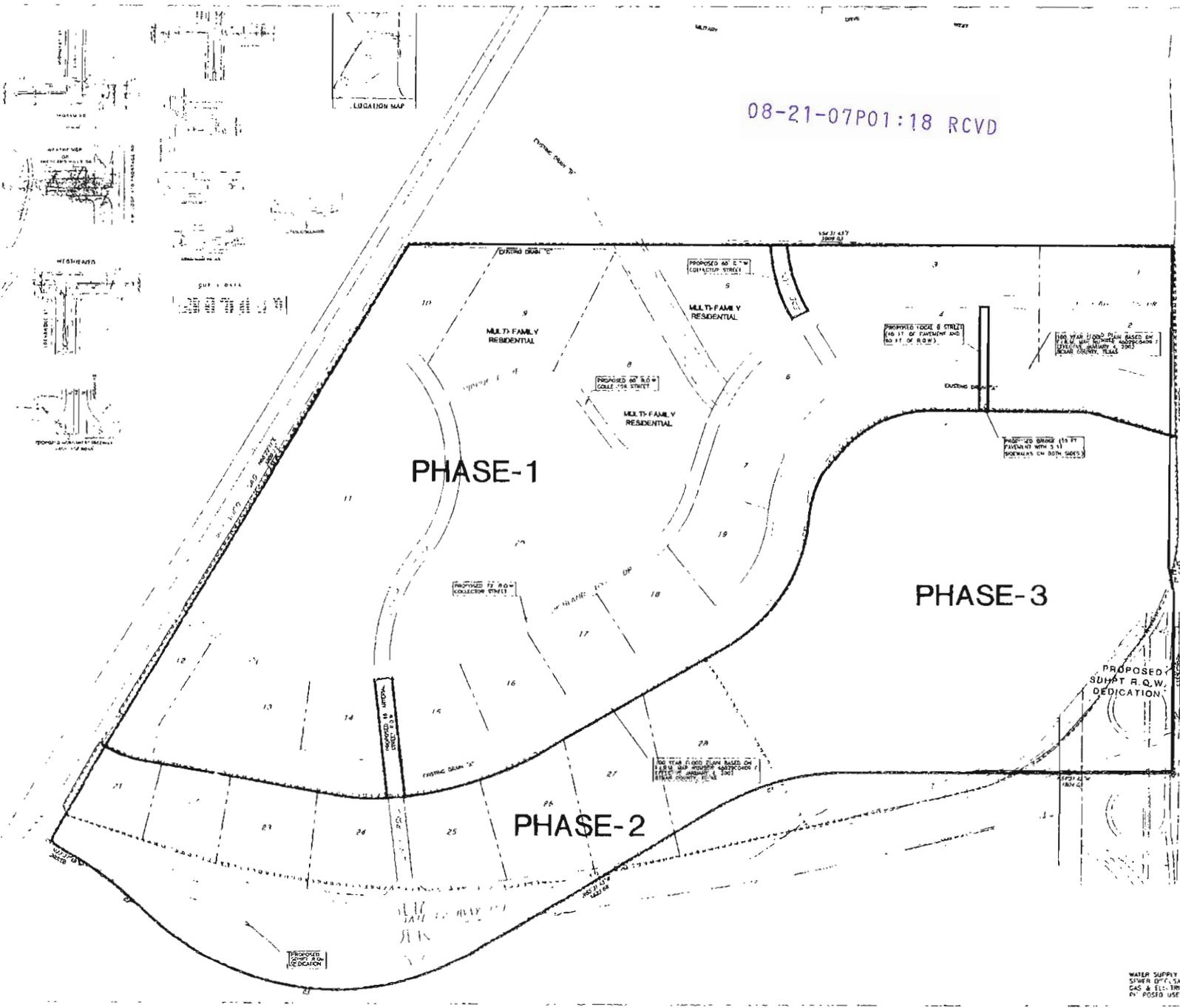
VRP#07-08-046

AREA DEVELOPMENT PLAN ROAD,  
A REVISION TO THE PARK 410 WEST

DATE: 08/21/07  
SCALE: 1" = 40'

SHEET  
1

WATER SUPPLY: CITY WATER BOARD  
SEWER SYSTEM: CITY OF SAN ANTONIO  
GAS & ELECTRIC: CITY PUBLIC SERVICE  
POST OFFICE USE: CHIMNEY, MAIL BOXES, OTHER: NONE



PHASE-1

PHASE-3

PHASE-2



UTILITY SERVICES AGREEMENT

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

08-21-07P01:20 RCVD

This Utility Service Agreement (“Agreement”) is entered into by and between the San Antonio Water System Board of Trustees, through Resolution Number 04-219, acting by and through its President/Chief Executive Officer (“SAWS”) and David Berndt Interests acting by and through Kirk Pearson, (“Developer”) together the Parties (“Parties”).

Recitals

**Whereas**, Developer has requested that SAWS provide water and wastewater service to an approximate 70.911-acre tract of land, (the Westover Market Place Tract), not 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

**VRP#07-08-046**

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.

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**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

VRP# 07-08-046

**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:**

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**SAN ANTONIO WATER SYSTEM  
POST OFFICE BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
ATTN: KELLEY NEUMANN, P.E., DIRECTOR  
INFRASTRUCTURE DEVELOPMENT**

**IF TO DEVELOPER:**

**David Berndt Interests  
5605 N. MacArthur Blvd., Ste. 210  
Irving, Texas 75038  
Attn: Kirk Pearson**

**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

**VRP# 07-08-046**

**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

ACCEPTED AND AGREED TO IN ALL THINGS:

San Antonio Water System

Developer

Development Eagle

DDR DB 151 Ventures LP

By: Jerry L Berry

By: Kirk Pearson

Title: Interim Man

Title: Partner

Date: 10/22/04

Date: 10/20/04

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ACKNOWLEDGEMENTS

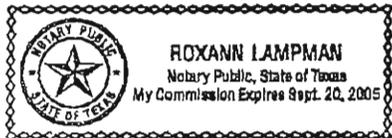
STATE OF TEXAS, COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared JERRY L. BERRY known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as INTERIM MANAGER, DED for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22<sup>nd</sup> day of OCTOBER, 2004.

(seal)



Roxann Lampman  
Notary Public

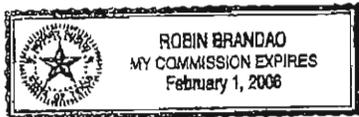
STATE OF TEXAS, COUNTY OF ~~BEXAR~~ <sup>DALLAS</sup>

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Kirk Pearson known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as \_\_\_\_\_ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20<sup>th</sup> day of October, 2004.

(seal)



Robin Brandao  
Notary Public

VRP#07-08-046

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

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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

**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 oversizing 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 and all necessary on-site facilities in accordance with the USR, at no cost to SAWS. Any specific requirements related to the facilities are to 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.

**VRP# 07-08-046**

**SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT**

**WATER SERVICE**

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

Westover Market Place, a 70.911-acre tract, located within the City limits and within SAWS' service area is located on the northwest corner of Loop 410 and S.H. 151, as shown in Attachment III. The tract is not located over the Edwards Aquifer Recharge Zone.

The proposed development is planned for Commercial retail center use. The ultimate demand on the SAWS's facilities shall not exceed 215 equivalent dwelling units (EDUs) of water supply.

This tract is included in the Park 410 West, 427-Acre Tract water commitment for 1495 EDU's, which was recognized by SAWS on June 19, 1984.

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

Water Supply to the Tract will be from Service Level 4. To supply water for domestic use and fire protection to the 70.911-acre Tract consistent with the Board's USR, the flow capacity of a 12-inch main is required. There are existing 12-inch mains along Ingram Road, Richland Hills, and S.H. 151 to which connections can be made. The Developer will be required to construct a 12-inch main along the southeastern portion of the tract on Loop 410 and S.H. 151 and connect it to the existing 12-inch water main along S.H. 151 and the existing 16-inch water main located on Loop 410.

**S.C. 3.00 SAWS Master Plan and Oversizing Requirements.**

The San Antonio Water System Master Plan and the anticipated growth in this area require a 16-inch main along Loop 410 and State Highway 151. A recommendation will be made to oversize the required 12-inch main from Loop 410 and S.H. 151 to a 16-inch main. The total estimated cost of approximately 2,580 feet of 16-inch main is approximately \$206,400. The Developer's estimated share of the cost is \$116,100 and SAWS' estimated share of the cost is \$90,300.

**S.C.4.00 Eligibility for Impact Fee Credits.**

The 16-inch main was included as a Capital Improvement Project in the current impact fees. Developer is eligible for impact fee credits for their share of the cost for the 16-inch main.

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

N/A

**VRP# 07-08-046**

**S.C.6.00 Developer On-Site Requirements.**

The Developer will also be required to acquire any right-of-way and easements and install all on-site facilities 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 Requirement to Install Approved Pressure Regulators and/or Booster Pumps.**

N/A

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

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

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

Type of Impact Fee	EDUs	\$/EDUs	Current Total
Flow Development	215	\$362.00	\$77,830.00
System Development (SL4)	215	\$172.00	\$36,980.00
Water Supply	215	\$352.00	\$75,680.00
Total			\$190,490.00

**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 to connection to the water system if Developer is tying into a main that is subject to a pro-rata refund.

**VRP# 07-08-046**

**SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT**

**WASTEWATER SERVICE**

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

Westover Market Place, a 70.911-acre tract, located within the City limits and within SAWS' service area is located on the northwest corner of Loop 410 and S.H. 151 as shown in Attachment III. The tract is not located over the Edwards Aquifer Recharge Zone.

The proposed development is planned for Commercial retail center use. The ultimate demand on the SAWS's facilities shall not exceed 258 equivalent dwelling units (EDUs) of wastewater discharge.

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

The Tract is situated within SAWS' Inner Service Area (ISA) and lies within the Lower Leon Creek Watershed. Wastewater service to the Tract requires the capacity of an 8-inch gravity main at 0.40 percent minimum slope. The nearest sewer mains are 8-inch gravity sewer mains along Ingram Road, Richland Hills, and Midhurst Ave. There are also 36-inch, 54-inch, and 12-inch gravity mains running through the property. The Developer may connect a maximum of 258 EDUs of capacity to the existing 8-inch, 12-inch, 36-inch or 54-inch main 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.**

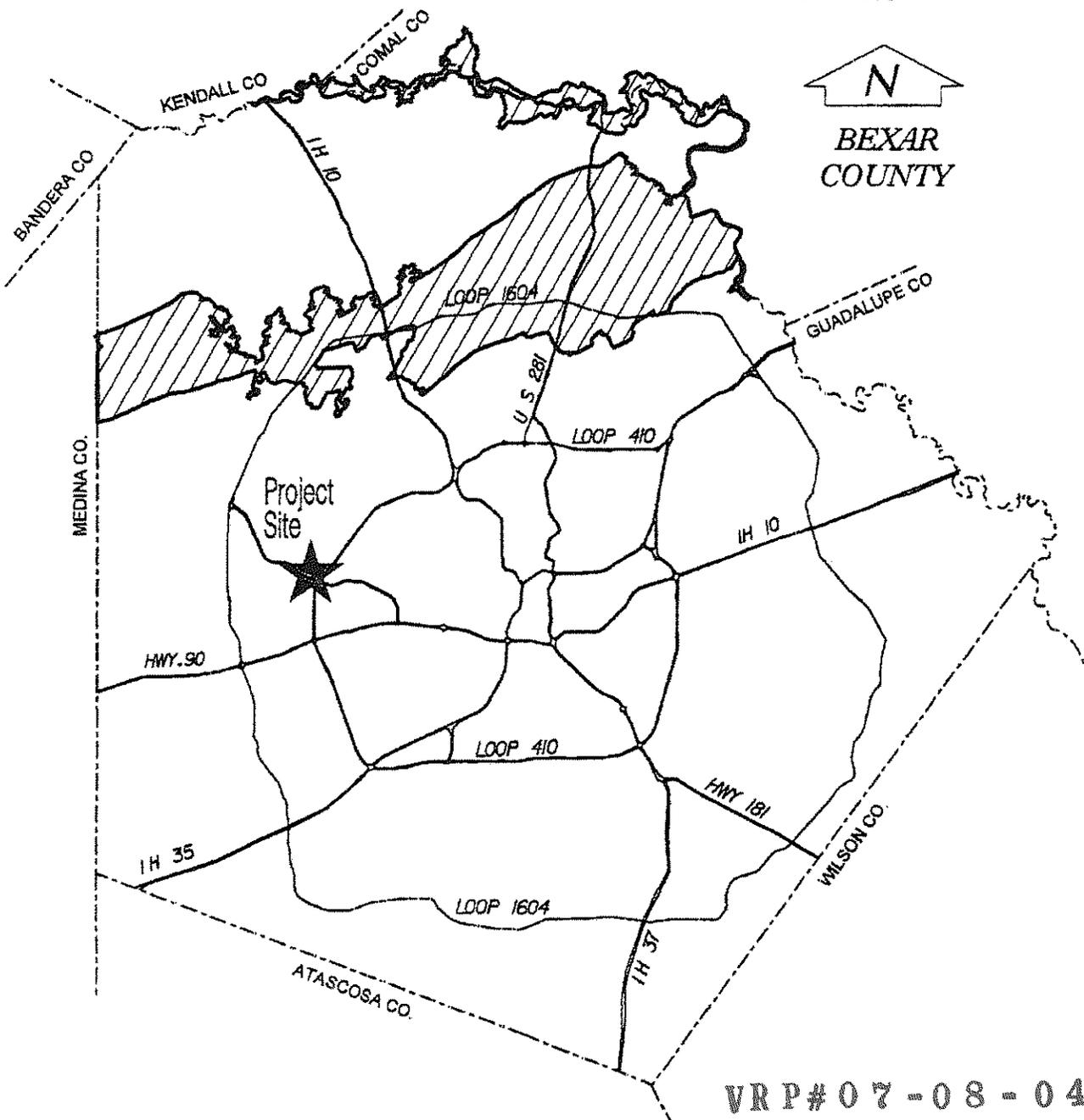
N/A

**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.

# WESTOVER MARKET PLACE 70.911 - ACRE TRACT

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**BEXAR  
COUNTY**

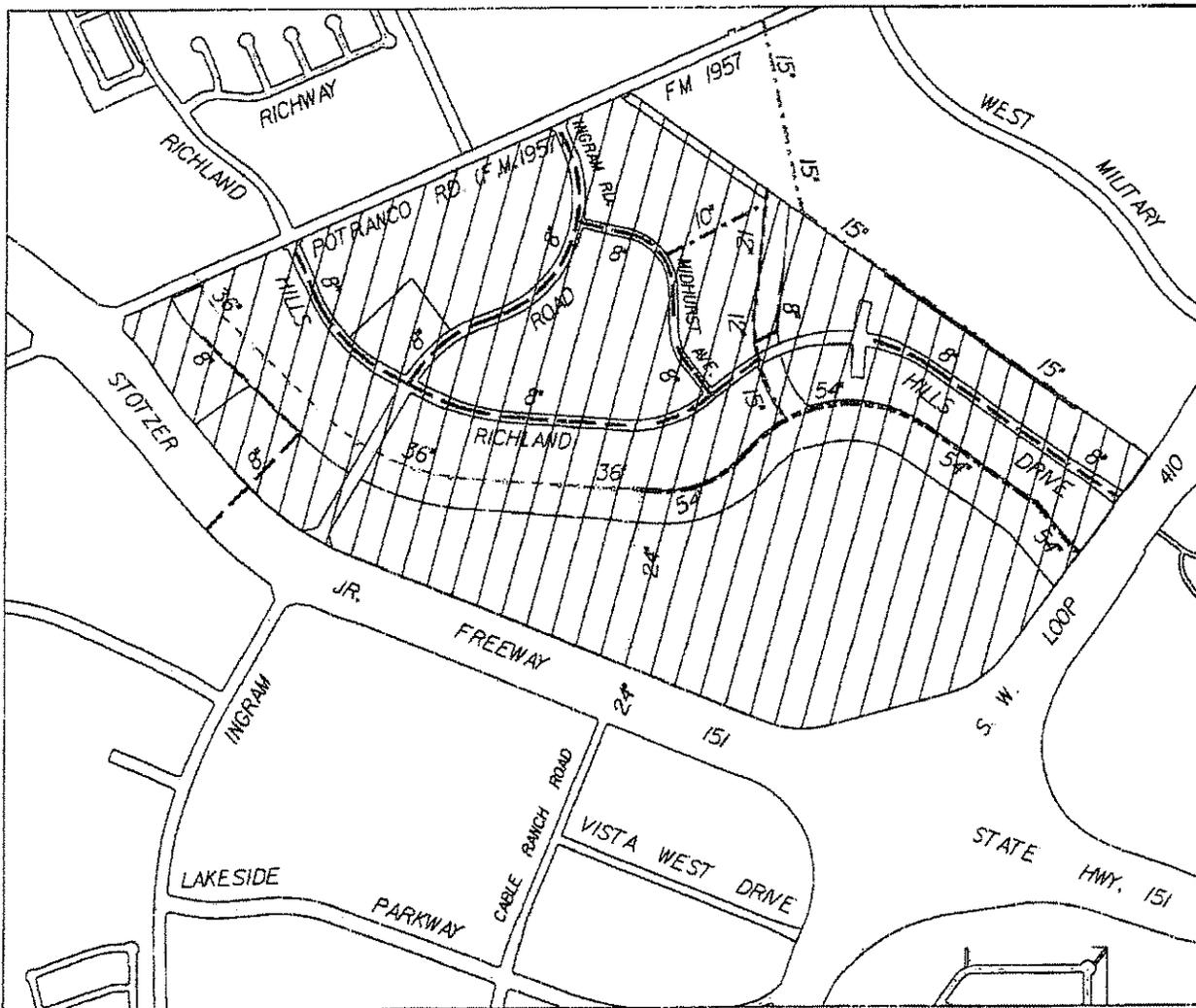
VRP#07-08-046

SEWER & WATER

# WESTOVER MARKET PLACE 70.911 - ACRE TRACT

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- |       |          |       |          |
|-------|----------|-------|----------|
| ----- | 8" Main  |       | 24" Main |
| ----- | 10" Main |       | 36" Main |
| ----- | 12" Main |       | 54" Main |
| ----- | 15" Main | ----- |          |



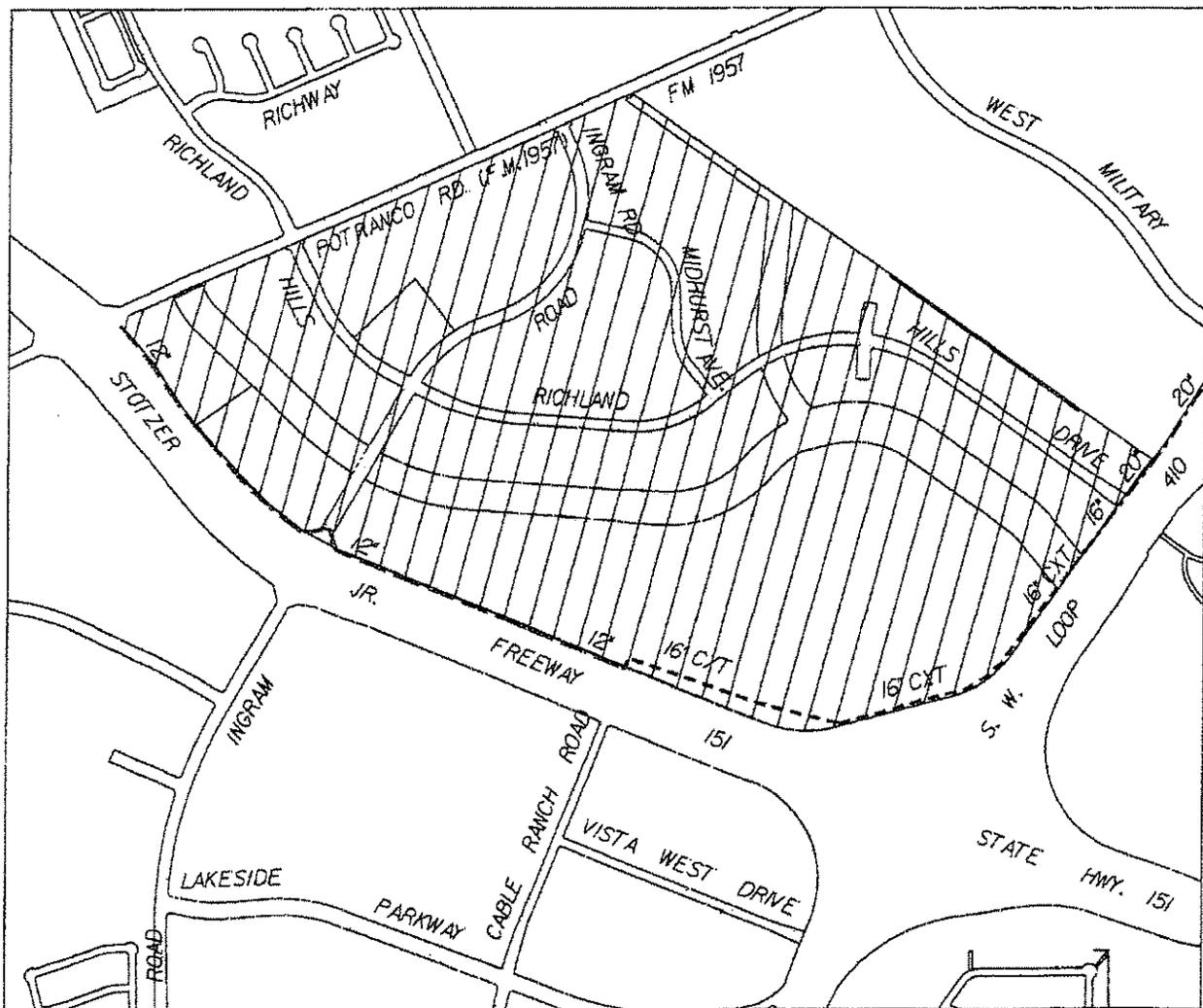
## SEWER SERVICE LOCATION MAP

VRP#07-08-046

# WESTOVER MARKET PLACE 70.911 - ACRE TRACT

- 8 - 12" Main
- - - - - 16 - 20" Main
- 16" CXT

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## WATER SERVICE LOCATION MAP

VRP#07-08-046

**City of San Antonio**  
Development Services Department  
**Fair Notice Form**



08-15-07A08:52 RCVD

Date: \_\_\_\_\_ Notice Number: FN07-0076

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

<b><u>COSA USE ONLY</u></b>	
Expiration date: <u>9/29/07</u>	Authorized Rep: <u>Larry Od:5</u>

3. *If a permit application identified in item (6) below is not completed (Administratively) 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 single plat, Multiple Land Use projects must complete (# 7) of this form.*
6. *Permit application Type (Check all appropriate boxes):*

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

**VRP# 07-08-046**

**City of San Antonio Development Services Department**  
**Fair Notice Form**  
**(Con't)**

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

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

\* SAWS/ Utilities No. \_\_\_\_\_ \* Category Determination Letter from SAWS: \_\_\_\_\_

\* CPS Energy/ Utilities No. \_\_\_\_\_ \* Other: Rights Determination Application

\* 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: \_\_\_\_\_

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**7. For all single plat, Multiple Land Use Projects please complete the following:**

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

**(b) Multi -Family:** Land Allocation in Square Feet & Acreage \_\_\_\_\_  
Use Allocation in Square Feet & Acreage \_\_\_\_\_  
Density \_\_\_\_\_

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

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

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

**(e) Entertainment:** Allocation in Square Feet & Acreage \_\_\_\_\_  
Use Allocation in Square Feet & Acreage \_\_\_\_\_

**(e) Other Special District(s):** Allocation in Square Feet & Acreage \_\_\_\_\_  
Use Allocation in Square Feet & Acreage \_\_\_\_\_

**VRP# 07 - 08 - 046**

**City of San Antonio Development Services Department**  
**Fair Notice Form**  
**(Con't)**

**8. Project Name:** Westpointe

Property Description: Southeast corner of Ingram Road and Highway 151, NCB 15329, Lot P-11 and Lot P-1H and NCB 15329, Block 3, Lot 21

**Owner:** Ranch Road 12 Apartments, Ltd. Phone: 210-829-1717 Fax: 210-829-8998

Address: 814 Arion Pkwy., Ste. 200 City: San Antonio State Texas Zip Code: 78216

**Agent:** Kaufman & Associates, Inc. Phone: 210-227-2000 Fax: 210-227-2001

Address: 100 W. Houston, Ste. 1250 City: San Antonio State Texas Zip Code: 78205

**Applicant:** Kaufman & Associates, Inc. Phone: 210-227-2000 Fax: 210-227-2001

Address: 100 W. Houston, Ste. 1250 City: San Antonio State Texas Zip Code: 78205

**Engineer/Surveyor:** Macina, Bose, Copeland, & Associa Phone: 210-545-1122 Fax: 210-545-9302

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

Contact Person Name: Rob Killen E-mail: robk@kaufmanassoc.com

Phone: 210-227-2000 Fax: 210-227-2001

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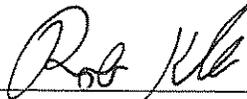
**Site is over/within/includes:**

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

Council District: 6 School District: NISD Ferguson map grid: 613-B3

**Owner or Authorized Representative:**

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

Print Name: Rob Killen Signature: 

Address: 100 W. Houston, Ste. 1250 City: San Antonio State Texas Zip Code: 78205

E-mail: robk@kaufmanassoc.com

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

**VRP# 07-08-046**

File # \_\_\_\_\_ Assigned by City Staff \_\_\_\_\_



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

08-15-07

Intake Date: 8/21/07

Intake By: Larry Odis

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:** Ranch Road 12 Apartments, Ltd.

**Agent:** Kaufman & Associates, Inc.

**Phone:** 210-227-2000      **Fax:** 210-227-2001

**Address:** 100 W. Houston, Suite 1250

**City:** San Antonio      **State:** Texas      **Zip code:** 78205

**Engineer/Surveyor:** Macina, Bose, Copeland, & Associates, Inc.      **Contact:** Dawn Robinson

**Address:** 1035 Central Parkway North      **Phone#:** 210-545-1122

**City:** San Antonio      **State:** Texas      **Zip code:** 78232

**Name of Project:** Westpointe

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

Southeast corner of Ingram Road and Highway 151; NCB 15329, Lot P-11 and Lot P-1H and NCB 15329, Block 3, Lot 21

08-21-07P01:18 RCVD

File # \_\_\_\_\_ Assigned by City Staff \_\_\_\_\_

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

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

The site referenced in this application is undeveloped, but there are commercial uses in other units of the Park 410 West POADP.

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:

The site use for the property referenced in this application is the development of a commercial project.

(b) Total land area, in square feet: approx. 1,164,463 sq. ft.

(c) Total area of impervious surface, in square feet: approx. 1,117,884 sq. ft.

(d) Number of residential dwellings units, by type:

n/a

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

Commercial; approx. 180,000 sq. ft.

(f) Number of buildings: approx. 15 +/-

(g) Phases of the development (if applicable): 1-2

08-21-07P01:18 RCVD

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:

Ordinances adopted after 2/20/04 unless otherwise prohibited under Chapter 245 Texas Local Government Code, and specifically applicable provisions of Ordinance No. 100774 adopted on May 8, 2005.

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: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Permit Number: \_\_\_\_\_ Date issued: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Acreage: \_\_\_\_\_

**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: Park 410 West POADP # 107A

Date accepted: 4/13/04 Expiration Date: 4/13/06 MDP Size: 358.35 acres

**P.U.D. PLAN**

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

Date accepted: \_\_\_\_\_ 08-21-07P01:18 RCVD

**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: Westover Marketplace Plat # 040230 Acreage: 70.209 Approval

Date: 6/23/04 Plat recording Date: 7/2/04 Expiration Date: \_\_\_\_\_ Vol./Pg. 6230/1341

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

**OTHER PERMITS:**

Utility Service Agreement, authorized by SAWS on June 22, 2004.

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.

Not available

6. Requested date for claim of rights for this Project: 4/13/04

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

n/a (Please note that construction and related activity have taken place within the project area since 4/13/04, including construction of buildings and installation of utilities.)

**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.

08-21-07P01:18 RCVD

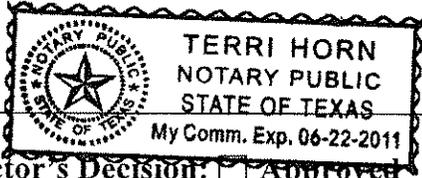
8. Sworn statement:

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: Rob Killen Signature: [Signature] Date: 8-13-07

Sworn to and subscribed before me by Rob Killen on this 13<sup>th</sup> day of August in the year 2007, to certify which witness my hand and seal of office.



[Signature]  
Notary Public, State of Texas

Director's Decision:  Approved  Denied

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
*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.*

08-21-07P01:18 RCVD





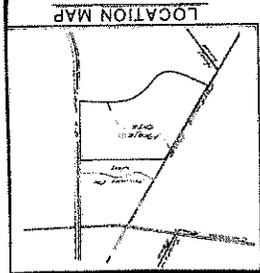
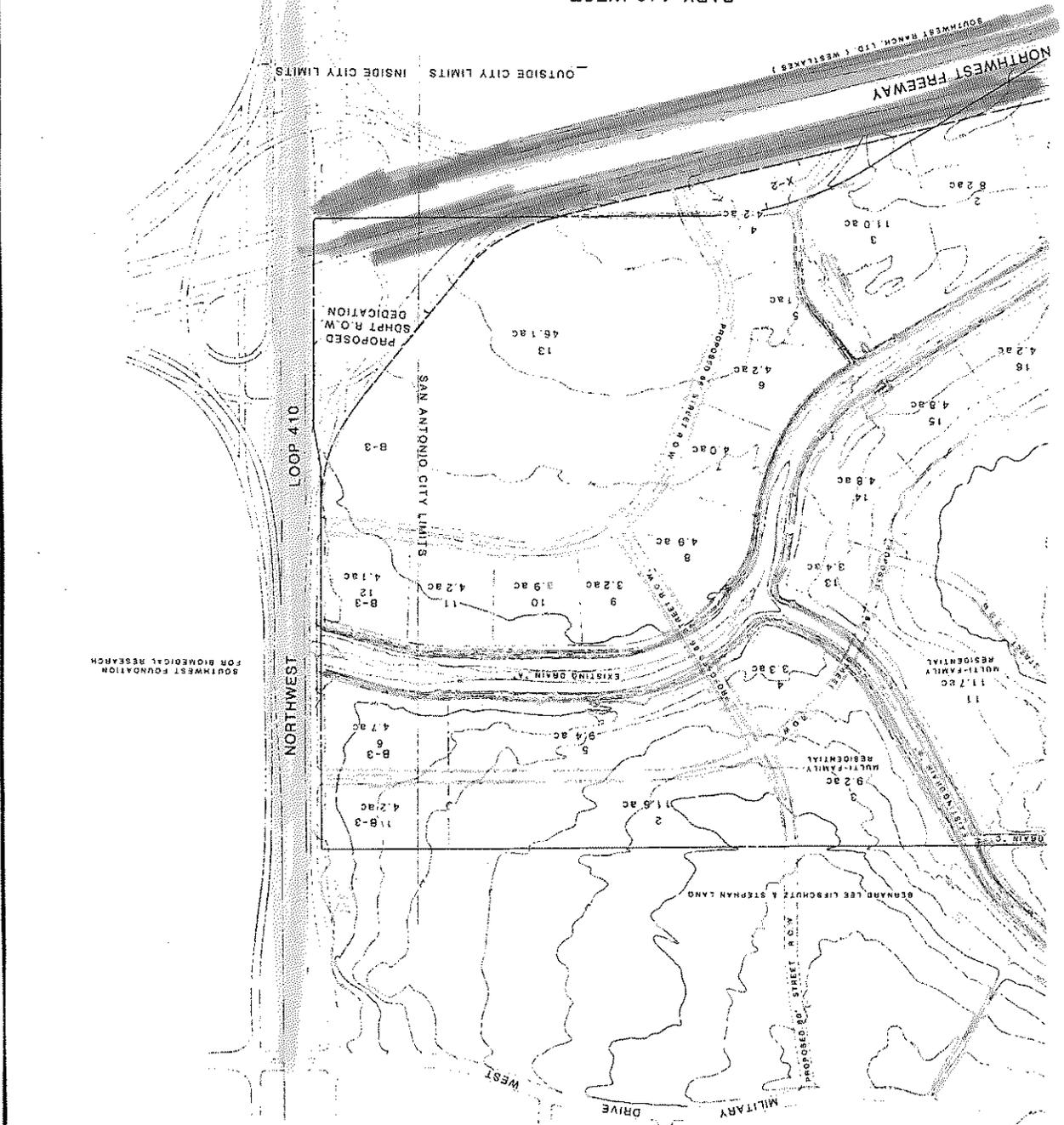
NOTE: OWNER ANTICIPATES THAT AREAS X-1 & X-2 WILL BE EXCHANGED BETWEEN BK 410 WEST AND 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100. ZONING NOT APPLICABLE TO PROPERTY OUTSIDE CITY LIMITS.

58/23/85  
101



OWNER: GULF MANAGEMENT RESOURCES, INC.  
 WATER SUPPLY - CITY WATER BOARD  
 SEWER DISPOSAL - CITY OF SAN ANTONIO  
 GAS & ELECTRIC - CITY PUBLIC SERVICE  
 PROPOSED USE - COMMERCIAL UNLESS OTHERWISE NOTED

**PRELIMINARY OVERALL AREA DEVELOPMENT PLAN  
 PARK 410 WEST**



VRP#07-08-046

08-21-07P01:21 RCVD

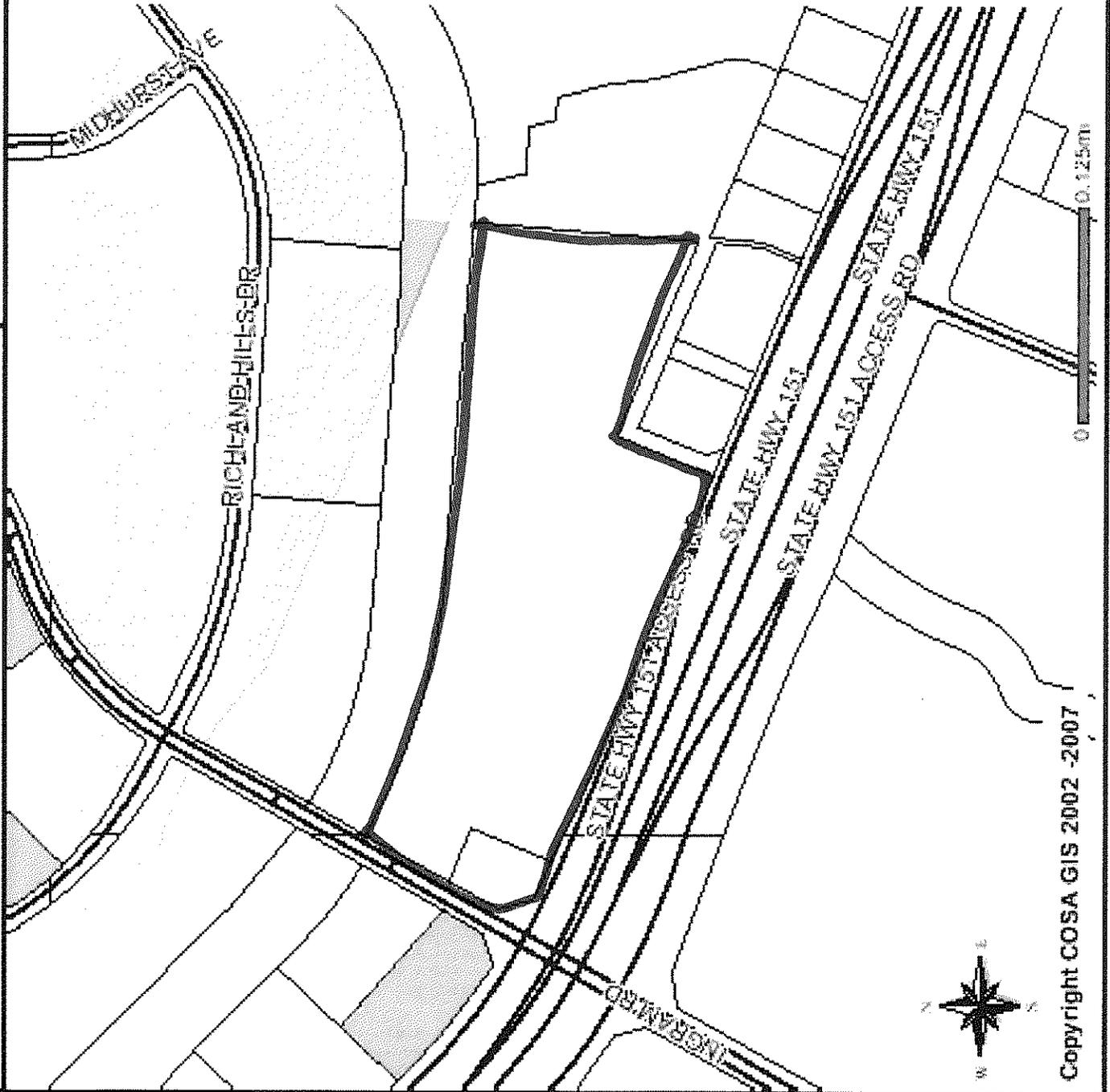
VRP#07-08-046

Westpointe



Copyright COSA GIS 2002 -2007

Wespointe



VRP#07-08-046

08-21-07P01:21 RCVD

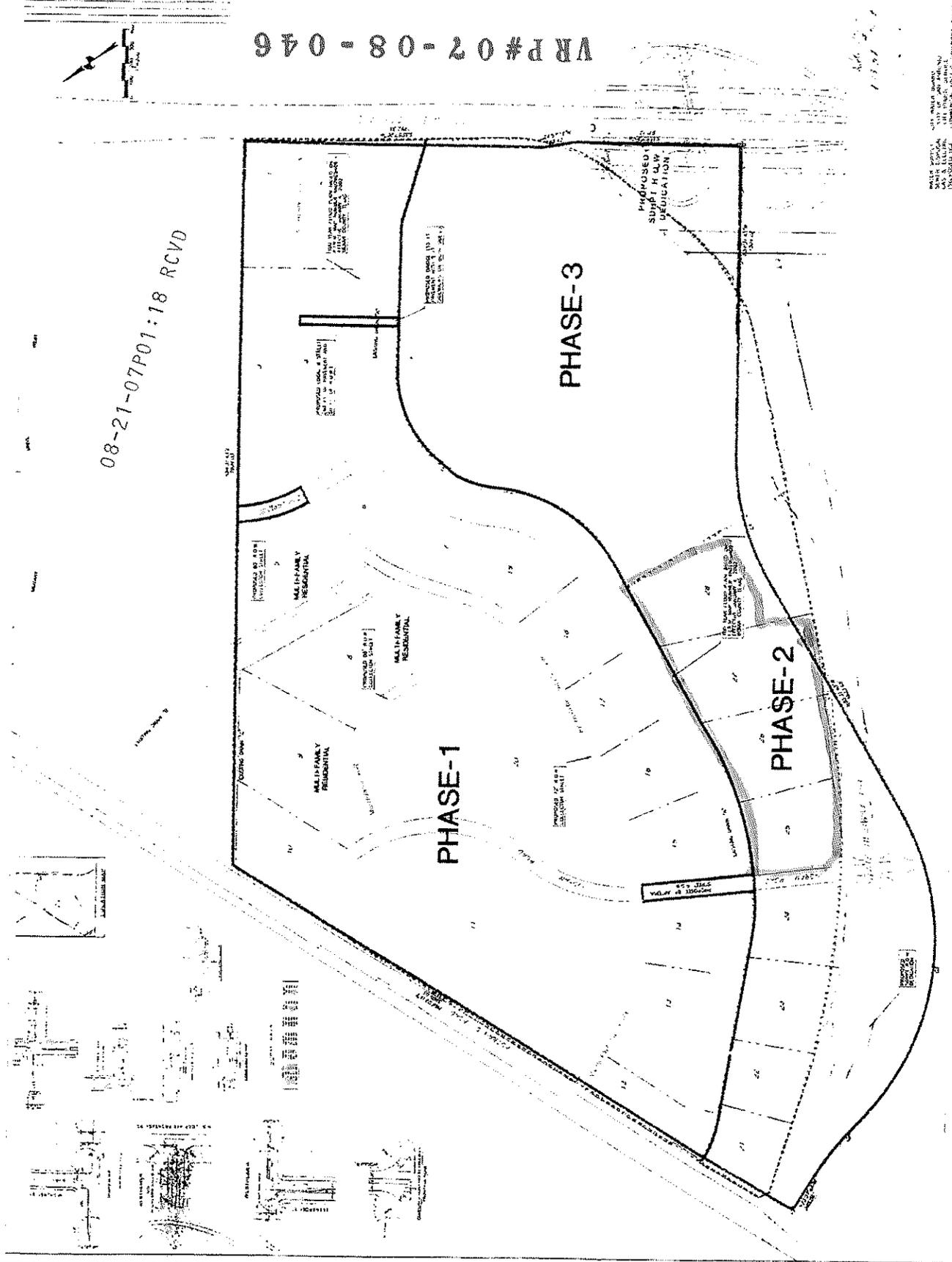
1  
DATE: 08-21-07  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

AREA DEVELOPMENT PLAN P.O.A.P.  
PARK 410 WEST PRELIMINARY  
OVERALL AREA DEVELOPMENT PLAN  
OWNER: PARK 410 WEST JOINT VENTURE  
ADDRESS: 406 N. ST. MARTIN, SUITE 222  
SAN ANTONIO, TEXAS 78206

A REVISION TO THE PARK 410 WEST

VRP#02-08-046

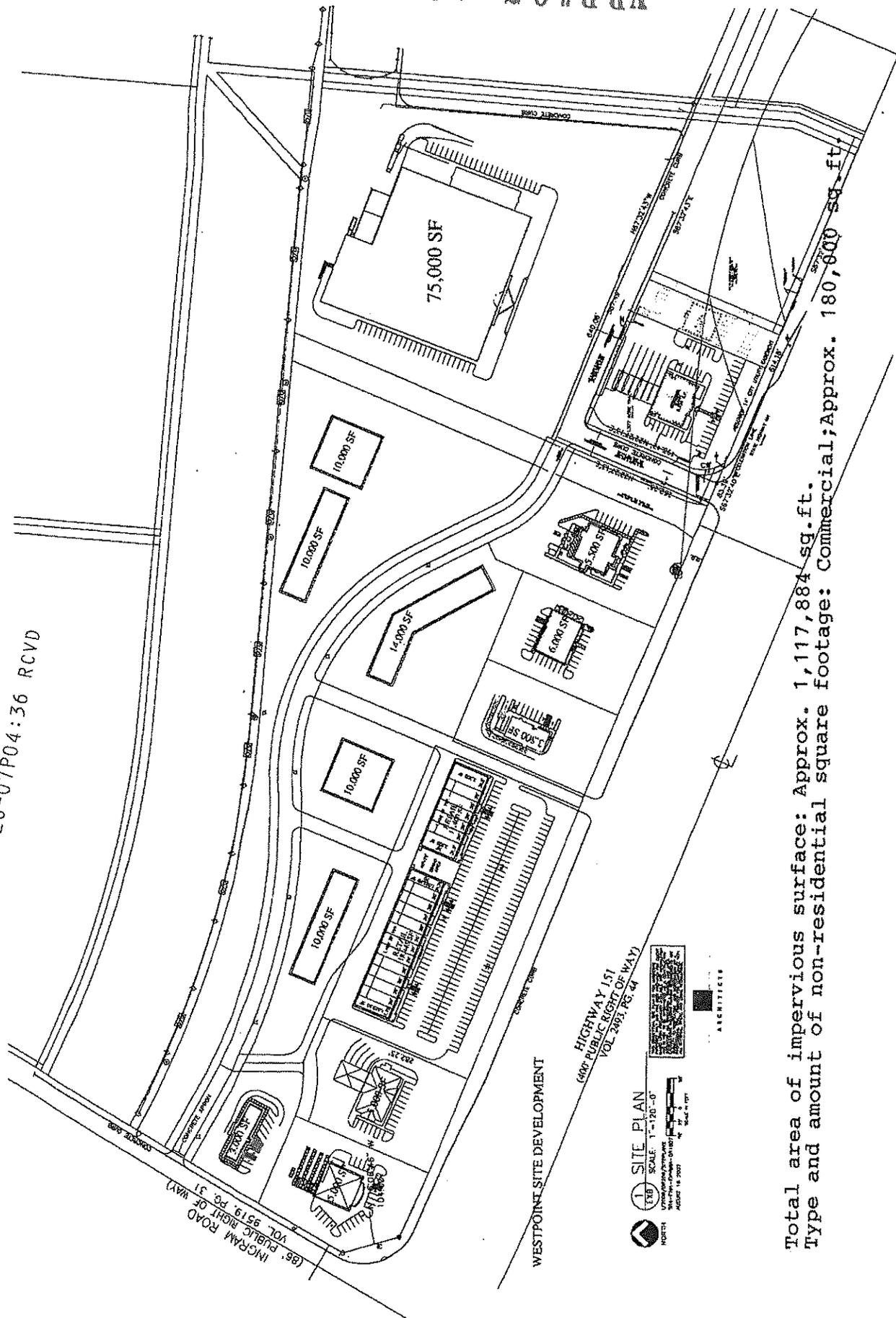
08-21-07P01:18 RCVD



1  
DATE: 08-21-07  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

VRP#02-08-046

08-20-07P04:36 RCVD



INGRAM ROAD (68' PUBLIC RIGHT OF WAY) VOL. 9519, PG. 31

WESTPOINT SITE DEVELOPMENT

HIGHWAY 151 (600' PUBLIC RIGHT OF WAY) VOL. 2451, PG. 24

1 SITE PLAN  
 1/8" SCALE: 1" = 20'-0"  
 PROJECT: WESTPOINT SITE DEVELOPMENT  
 ARCHITECT: [Logo]  
 DATE: 10/20/07

Total area of impervious surface: Approx. 1,117,884 sq. ft.  
 Type and amount of non-residential square footage: Commercial; Approx. 180,600 sq. ft.

LAW OFFICES OF  
**KAUFMAN & ASSOCIATES, INC.**

1250 Frost Bank Tower  
100 West Houston Street  
SAN ANTONIO, TEXAS 78205-1457  
TELE: (210) 227-2000 FAX: (210) 227-2001  
www.kaufmanassoc.com

August 13, 2007

Ms. Melissa Ramirez  
Special Projects Coordinator  
Development Services Department  
City of San Antonio  
1901 South Alamo Street  
San Antonio, Texas 78283

**VIA HAND DELIVERY**

**VR P # 0 7 - 0 8 - 0 4 6**

Ms. Susan Guinn  
Assistant City Attorney  
City of San Antonio  
1901 South Alamo Street  
San Antonio, Texas 78283

**VIA HAND DELIVERY**

08-21-07P01:19 RCVD

RE: Vested Rights Permit Application for Park 410 West – Westpointe, An approximately 25.98-acre Tract Located on the Southeast corner of Ingram Road and Highway 151 (NCB 15329, Lot P-11 and Lot P-1H and NCB 15329 Block 3 Lot 21)

Dear Ms. Ramirez & Ms. Guinn:

Please find enclosed two (2) copies of a Rights Determination Application for an approximately 25.98-acre tract located on the southeast corner of Ingram Road and Highway 151 (“Property”). We respectfully request that the City of San Antonio (“City”) review this application and acknowledge statutory vested rights for a commercial development on a portion of the Property dating from February 20, 2004 based on the application submittal date for the Park 410 West Preliminary Overall Area Development Plan (“POADP”), number 107A.

The Park 410 West project was under development prior to the approval of POADP Number 107A. The project was included in POADP Number 107, accepted by the City on October 21, 1985. On April 13, 2004 the City accepted the Park 410 West POADP. The POADP is a valid POADP.

Under Chapter 245 of the Texas Local Government Code (“Chapter”), the project has not changed or become dormant. Development within the project area has been ongoing since the application for the first permit was submitted to the City. After the first permit was approved on April 13, 2004, progress was made towards completion of the project. Such progress includes the submittal of final plat applications to the City, including the Westover Marketplace, Plat Number 040230, approved on June 23, 2004. Progress towards completion of the project is also demonstrated by the buildings constructed within the project area.

On June 22, 2004, the San Antonio Water System approved a utility service agreement to provide water and sanitary sewer service to the project area. The utility service agreement was executed on October 22, 2004.

In support of this application, please find enclosed:

- 1) Application for the Park 410 West POADP #107A;
- 2) Park 410 West POADP # 107A;
- 3) Acceptance letter for POADP # 107A from the City of San Antonio Planning Department;
- 4) Westover Marketplace Plat No. 040230;
- 5) Utility Service Agreement;
- 6) Zoning Map of Property;
- 7) Aerial photograph of Property; and
- 8) Additional documents demonstrating development within project area.

On behalf of the Property owner, we ask that the City issue a Rights Determination based on the project initiation date of February 20, 2004. If there is any additional information or documentation that we can provide to assist in your review of this application, please do not hesitate to contact me at your convenience at (210) 227-2000, extension 23, or via email at [robk@kaufmanassoc.com](mailto:robk@kaufmanassoc.com).

Sincerely,

08-21-07P01:19 RCVD

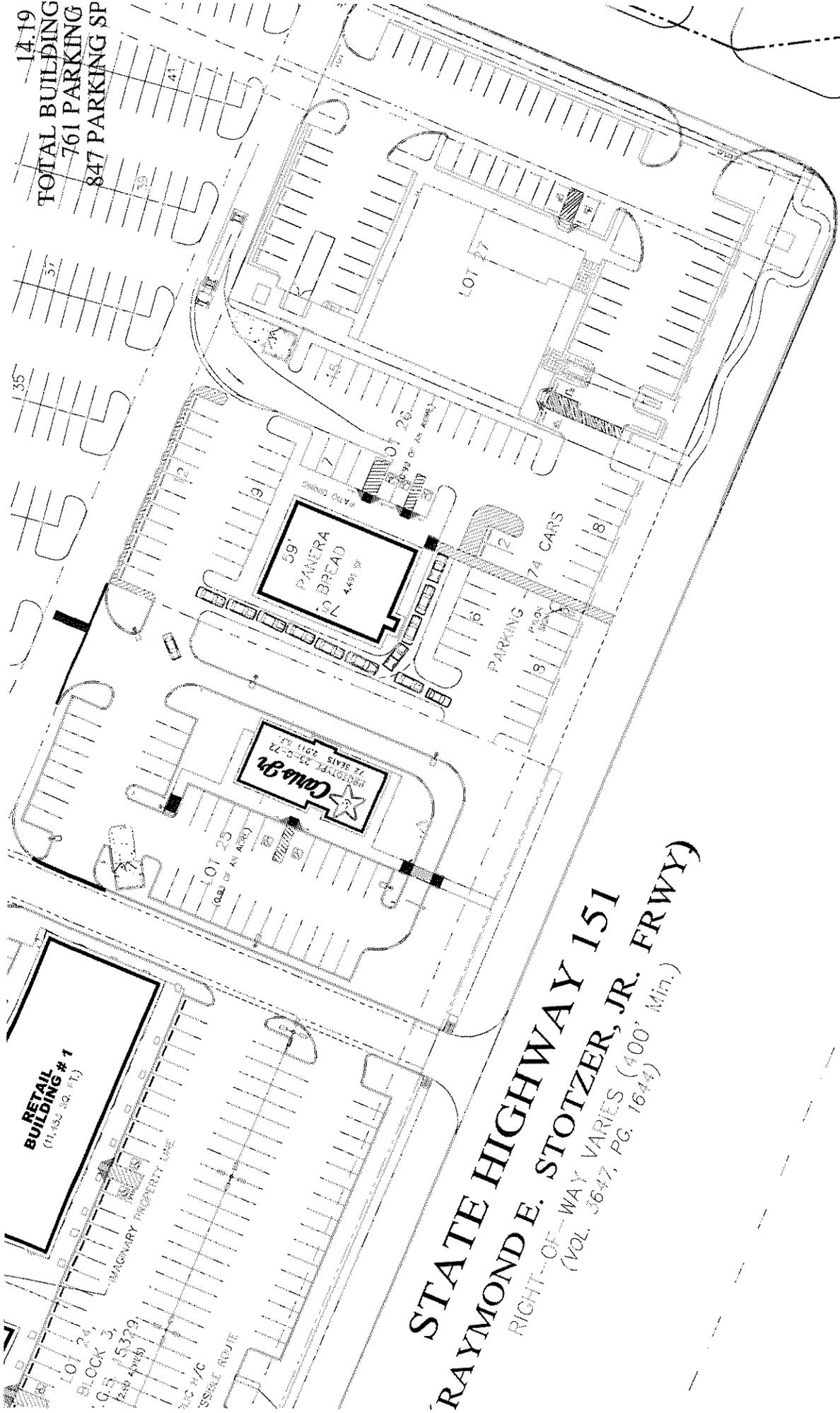
KAUFMAN & ASSOCIATES, INC.

By:   
Rob Killen

X:\2221-2699\2400\016 (Westover Marketplace)\Ltr VRP App Cvr.doc

VRP# 07 - 08 - 046

14.19  
TOTAL BUILDING  
761 PARKING  
847 PARKING SP



STATE HIGHWAY 151  
RAYMOND E. STOTZER, JR. FRWY)  
RIGHT-OF-WAY VARIES (400' Min.)  
(VOL. 1647, PG. 1644)



**City of San Antonio**  
 Development Services Department  
**Rights Determination/Consent Agreement**  
**Completeness Review**



*Note: All Applications must comply with the Unified Development Code (UDC), §35-B128 Vested Rights Determination for the City of San Antonio.*

An Application for a Rights Determination shall contain at least the following information:

1. Appropriate filing fee:

- \$160 homestead property (1 lot up to 3 acres)
- \$500 single family residential (greater than 1 lot or 3 acres)
- \$500 commercial

**VRP# 07 - 08 - 046**

2. Completed application form and 2 sets of all documentation:

- Name and address of Applicant;
- Project description and name of subdivision or development, if applicable;
- A legal description of the property;
- Description of current use;
- Project description including total land area, impervious cover, number of dwelling units by type, non-residential square footage; and phases of the development;
- Complete permit history and expenditures or obligations incurred in reliance on such permits. Include verified or certified copies of all development permits, contracts, appraisals, reports, correspondence, letters, or other documents or materials upon which the Applicant's claim for vested rights or equitable estoppel is based;
- Date for claim of rights based on permit history;
- Description of construction or related actions that have taken place on the property since the date for which rights are claimed;
- A Sworn Statement, in a form prescribed by the City, and signed by the Applicant; and

08-21-07P01:30 RCVD

3. Fair Notice Form including the items specified by §35-B132

In addition to the required processing as set forth above, an Application 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.

**Accepted**

**Rejected**

**Completeness Review By:** Larry Odis **Date:** 8/21/07



**City of San Antonio**  
 Development Services Department  
**Rights Determination/Consent Agreement**  
**Completeness Review**



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3. Fair Notice Form including the items specified by §35-B132 *Incomplete*

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Accepted

Rejected

Completeness Review By: Larry Odis Date: 8/15/07

File # \_\_\_\_\_ Assigned by City Staff

VRP 07-08-046



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

~~08-15-07~~

Intake Date: 8/21/07

Intake By: Larry Odis

Type:  Rights Determination  Consent Agreement

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