City of San Antonio, Texas

Department of Development Services

November 14, 2006

Patrick W. Christensen
Brown, P. C., Attorneys at Law
112 E. Pecan Street
San Antonio, TX 78205

RE: Vested Rights Permit File: # 07-10-001 (Masonwood at Evans)

Dear Mr. Christensen:

We have reviewed your application for Vested Rights that was submitted on October 2, 2006. Based on the information provided the following are our official findings:

Since the requested vesting date is based on a sanitary sewer contract, the applicant is requested to submit a Fair Notice Form in compliance with City of San Antonio ordinance no. 2006-02-16-0241 and UDC §35-712 (b)(3) C.

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 Michael Herrera at 207-7038.

Sincerely,

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

11-30-06P01:17 RCVD

KENNETH W. BROWN, AICP
DANIEL ORTIZ
PATRICK W. CHRISTENSEN
CONNIE L. BASEL

BROWN, P.C.
ATTORNEYS AT LAW

PAUL M. JUAREZ
OF COUNSEL

112 E. PECAN STREET
SUITE 1490
SAN ANTONIO, TEXAS 78205
TELEPHONE: 210.299.3704
FAX: 210.299.4731

November 28, 2006

Mr. Michael Herrera
Development Services Department
City of San Antonio
1901 S. Alamo, 2nd Floor
San Antonio, Texas 78204

Via Hand Delivery

11-28-06P02:51 RCVD

Re: Vested Rights for a 6.915-Acre Tract of Land Generally Located at the intersection of Masonwood Drive and Evans Road in San Antonio, Lot P-23, NCB 18218, Bexar County, Texas (the "Subject Property"); *Our File No. 9183.001*

Dear Mr. Herrera:

A Vested Rights Application for the above-referenced property was filed with the City of San Antonio's ("COSA") Development Services Department on October 2, 2006. Our Firm received COSA's response on November 16, 2006. The response requested that a "Fair Notice" form with an accompanying site plan be submitted within 15 days. Pursuant to that request, a completed "Fair Notice" form with an accompanying site plan is attached to this correspondence.

We would appreciate an expedited review of this application. However, please do not hesitate to contact me should you have any questions regarding this matter.

Sincerely,

BROWN, P.C.

BY: _____
Patrick W. Christensen

PWC/lbj

VRP#07-10-001

City of San Antonio

Development Services Department

Fair Notice Form

11-28-06P02:48 RCVD

Date: November 28, 2006 **Notice Number:** FN 07- 0009

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

COSA USE ONLY

Expiration date: 1/12/2007 **Authorized Rep:** [signature]

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):*

☐ Building Permit: No._____

☐ Master Development Plan (MDP) (Formerly POADP) No._____

☐ MDP/ P.U.D. Plan (Combination) No._____

☐ Master Plan Community District (MPCD) No. _____

☐ Manufactured Home Park Plan (MHPP) No._____

☐ Military Airport Overlay Zone (MAOZ) No._____

☐ P.U.D. Plan No._____

☐ Mixed Use District (MXD) No._____

☐ Traditional Neighborhood Development (TND) No. _____

☐ Pedestrian Plan (PP) No._____

☐ Flexible Development District No._____

☐ Single-Family (Residential) Plat No._____

☐ Urban Development (UD)
☐ Farm and Ranch (FR)
☐Rural Development (RD)
☐Mix Light Industrial (MI-1)

2/16/06

VRP# 07-10-001

FN07-0009

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. Gold 65396 *☐ 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: _____

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 301, 217 S.F. & 6.915 Acres
Use Allocation in Square Feet & Acreage 221, 412 S.F.

(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 _____

2/16/06

11-28-06P02:55 RCVD

VRP#07-10-001

FN07-0009

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

8. Project Name: Masonwood at Evans

Property Description: 6.915 Acres of Land in N.C.B. 18218, Lot P-23
San Antonio, Texas

Owner: Donald J. Kuyrkendall Phone: 210.979.0800 Fax: 210.979.0001
Address: 12040 Colwick City: S.A. State TX Zip Code: 78216

Agent: Brown, P.C. Phone: 210.299.3704 Fax: 210.299.4731
Address: 112 E. Pecan St., Ste. 1490 City: S.A. State TX ZipCode: 78205

Applicant: N/A Phone: Fax:
Address: City: State ZipCode:

Engineer/Surveyor: CEC Phone: 210.641.9999 Fax: 210.641.6440
Address: 11550 IH-10 W., #395 City: S.A. State TX ZipCode: 78230

Contact Person Name: E-mail:
Phone: Fax:

Site is over/within/includes:

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

Council District: 9 School District: N.I.S.D. Ferguson map grid: 484-A-4 ~~516, C-2~~

Owner or Authorized Representative:

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

Print Name: Patrick W. Christensen Signature:

Address: 112 E. Pecan St., Ste. 1490 City: S.A. State TX ZipCode: 78205

E-mail: pwc@kbrownpc.com

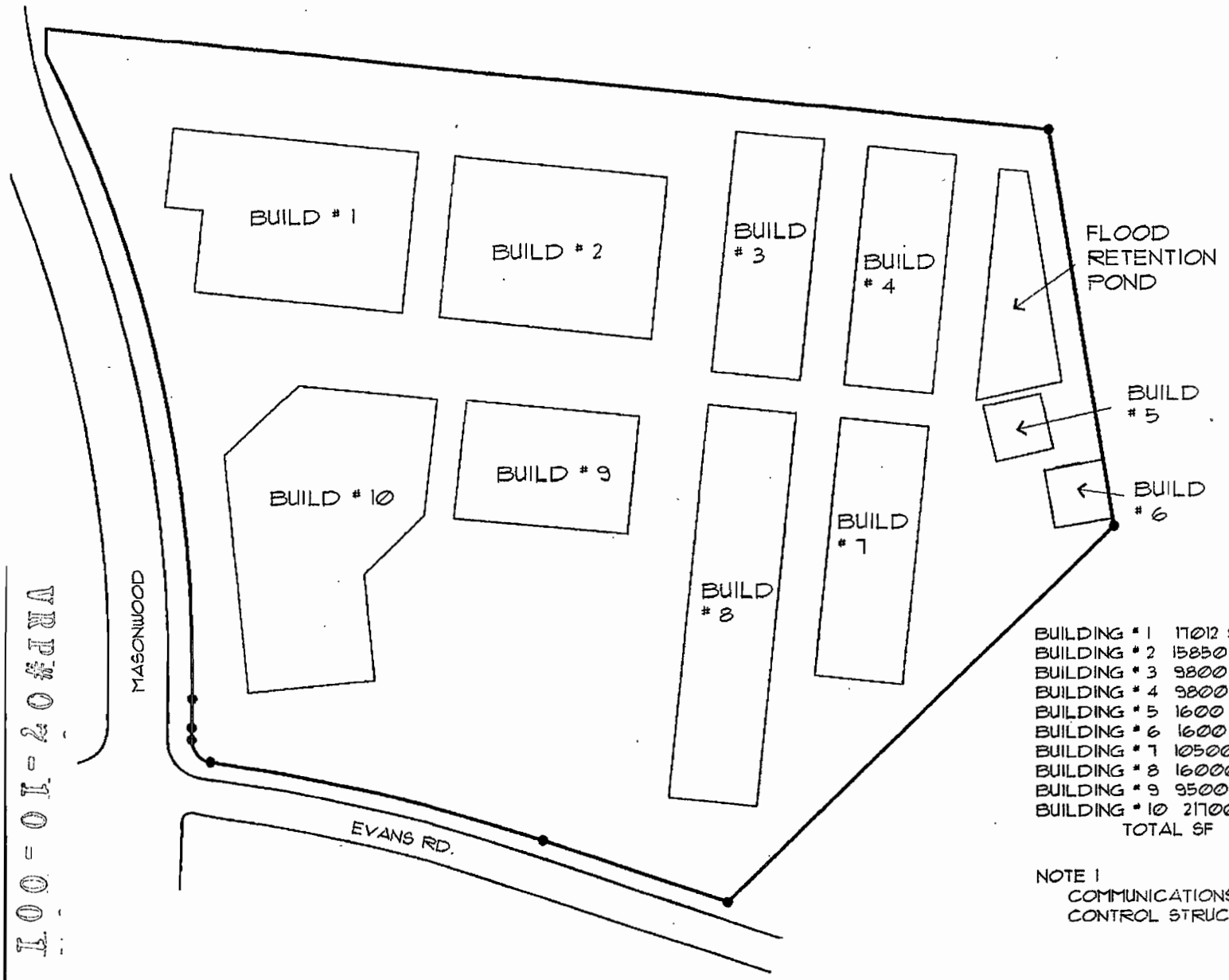
NOTE: To be valid, all fields must be completed.

2/16/2006

11-28-06P02:55 RCVD

VRP#07-10-001

FN07-0009



BUILDING # 1 17012 SF - 1 STORY
BUILDING # 2 15850 SF - 2 STORY 31700 SF
BUILDING # 3 9800 SF - 3 STORY 29400 SF
BUILDING # 4 9800 SF - 3 STORY 29400 SF
BUILDING # 5 1600 SF - 1 STORY NOTE 1
BUILDING # 6 1600 SF - 1 STORY NOTE 1
BUILDING # 7 10500 SF - 3 STORY 31500 SF
BUILDING # 8 16000 SF - 3 STORY 48000 SF
BUILDING # 9 9500 SF - 1 STORY
BUILDING # 10 21700 SF - 1 STORY
TOTAL SF 221,412

NOTE 1
COMMUNICATIONS TOWER W/
CONTROL STRUCTURE

VRP#07-10-001

KENNETH W. BROWN, AICP
DANIEL ORTIZ
PATRICK W. CHRISTENSEN

BROWN, P.C.
ATTORNEYS AT LAW

PAUL M. JUAREZ
OF COUNSEL

112 E. PECAN STREET
SUITE 1490
SAN ANTONIO, TEXAS 78205
TELEPHONE: 210.299.3704
FAX: 210.299.4731

October 2, 2006

Mr. Michael Herrera
Development Services Department
City of San Antonio
1901 S. Alamo, 2nd Floor
San Antonio, Texas 78204

Via Hand Delivery

Mr. Norbert Hart
City Attorney's Office
City of San Antonio
100 Military Plaza, 3rd Floor
San Antonio, Texas 78205

Via Hand Delivery

10-02-06 P04:11 IN

Re: Vested Rights for a 6.915-Acre Tract of Land Generally Located at the intersection of Masonwood Drive and Evans Road in San Antonio, Lot P-23, NCB 18218, Bexar County, Texas (the "Subject Property"); *Our File No. 9183.001*

Dear Messrs. Herrera and Hart:

Attached please find a Vested Rights Application for the above-referenced property (*see* Exhibit "1"). This request is made pursuant to the current provisions of Chapter 245 ("Issuance of Local Permits") of the Texas Local Government Code (the "Code") and the City of San Antonio's (the "COSA") Unified Development Code (the "UDC"), Chapter 35, Article 7, Division 2 ("Vested Rights").

The Subject Property is a 6.915-acre tract of land, more specifically described as "Masonwood at Evans" (Plat Application No. 060071, the "Masonwood at Evans Subdivision Plat;" *see* Exhibit "2"). Masonwood at Evans is wholly included within the Laredo Encino Preliminary Overall Area Development Plan #534-B attached for your review ("POADP #534-B;" *see* Exhibit "3"). To provide for the treatment of wastewater generated by the development planned for the Subject Property, the developer and COSA executed a sanitary sewer contract on September 30, 1987 (the "Sanitary Sewer Contract;" *see* Exhibit "4": COSA Ordinance No. 65396). As evidence of completion of the Sanitary Sewer Contract, the San Antonio Water Systems ("SAWS") provided documentation to the developer that SAWS Job #98-1521 was accepted (SAWS correspondence dated July 29, 1998, for sewer system servicing Plat No. 970334 of which the Subject Property connects to for sewer service; *see* Exhibit "5") Section 245.001 of the Code explicitly provides that a "permit," as that term is used for vested rights purposes, includes a "contract or other agreement for construction related to, or a provision of, service from a *water or wastewater utility* owned, operated, or controlled by a regulatory agency" (emphasis added). The Code was amended in 2005 by the 79th Texas legislature pursuant to Senate Bill 848 ("SB 848") to include the above-referenced language defining a wastewater utility contract as a "permit" and to clarify the date on which the vested rights afforded by Chapter 245 of the Code accrue. Perhaps more importantly, section

VRP# 07-10-001

3 of SB 848 states in relevant part that the "change in law made by [SB 848] to . . . Section 245.001 [of the] Local Government Code, is subject to the applicability provision of Section 245.003 [of the] Local Government Code." Section 245.003, in turn, provides that Chapter 245 as a whole (including, by specific reference, the above-referenced amended definition of a "permit") applies to a project "in progress on *or* commenced after September 1, 1997." The development described in attachment "1" to the Sanitary Sewer Contract, the Master Sewer Plan for Encino Park is clearly shown as 19.096 acres of commercial use, the "Project," at the northwest corner of Evans Road and Bulverde Road ("Master Sewer Plan for Encino Park;" *see* Exhibit "6"). Furthermore, POADP #534 and POADP #534-B have always authorized the development of the Subject Property for commercial use. The Sanitary Sewer Contract is a required "permit" by a regulatory agency (COSA) and clearly qualifies as the first "permit" in a series of permits necessary for the development of the subject commercial Project on the Subject Property as those terms are contemplated by Chapter 245 of the Code.

The following is a sample of plats that have been filed with and approved by COSA pursuant to Laredo Encino POADP #534-B:

i) Plat No. 980135 approved by COSA on October 24, 2001;
ii) Plat No. 000156 approved by COSA on November 22, 2000; and,
iii) Plat No. 010137 approved by COSA on July 23, 2003.

Because the above plats clearly qualify as a "permit" and it were applied for between the first anniversary of the effective date of Chapter 245 of the Texas Local Government Code (May 11, 2000) and the fifth anniversary of the effective date of such Chapter (May 11, 2004), the Project has demonstrated "progress" according to the City Attorney's interpretation of the "dormancy" provisions of state law.

In conclusion, the Sanitary Sewer Contract constitutes a "permit" as defined by Chapter 245 of the Texas Local Government Code, and was a necessary first step in the development of the Subject Property. Furthermore, the Subject Property has not become dormant by virtue of the filing of multiple plats within the POADP for the Subject Property, the Laredo Encino POADP #534-B. The "Project" was specifically described as a commercial use on 19.096 acres in the Sanitary Sewer Contract and as a commercial use on 8.0 acres in POADP #534-B. Therefore, this Firm requests that COSA acknowledge that the 6.915-Acre Subject Property is vested as of September 30, 1987 for commercial development by virtue of the Sanitary Sewer Contract, POADP 534-B, and the Plats listed herein. Included with this correspondence, please find the enclosed check for $500.00 to cover the costs of processing this application and duplicate copies of the following:

1. Vested Rights Permit Application;
2. Plat Application No. 060071, the Masonwood at Evans Subdivision Plat;
3. Laredo Encino POADP #534-B;
4. Sanitary Sewer Contract;
5. SAWS correspondence dated July 29, 1998; and,
6. Master Sewer Plan for Encino Park.

Please do not hesitate to contact me should you have any questions regarding this matter.

Sincerely,

10-02-06 P04:11 IN

BROWN, P.C.

BY: _____
Patrick W. Christensen

PWC/ljb
Enclosures: As stated

F:9183.001/Herrera Hart Vested Rights Letter.doc

VRP#07-10-001

Permit File # VRP# 07-10-001

EXHIBIT 1

City of San Antonio

Development Services Department

Vested Rights Permit/Consent Agreement APPLICATION

Permit File: # VRP 07-10-001
Assigned by city staff

Date: October 2, 2006

☒ **Vested Rights Permit** ☐ **Consent Agreement**

1. **All applicable information on application must be legibly printed or typed for processing.** ***If application is completed on behalf of the property owner please attach power of attorney or letter of agent.***

2. ***Please complete subject of application and attach 2 sets of all applicable documents (i.e. this application, Master Development Plan, P.U.D. plan, plat application, approved plat, building permit) along with appropriate fee.***

> ***Note: All Applications must comply with the Unified Development Code (UDC), Section 35-B124 Vested Rights Determination for the City of San Antonio.***

(a) **Owner/Agent:** Brown, P.C, Attorneys at Law 10-02-06 P04:11 IN

Phone: (210) 299-3704 **Fax:** (210) 299-4731

Address: 112 E. Pecan Street, Suite 1490

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

Engineer/Surveyor: Civil Engineering Consultants, Inc.

Address: 12550 IH-10 West, Suite 395

City: San Antonio **State:** Texas **Zip Code:** 78230

Name of Project: Masonwood at Evans

(b) **(k) Site location or address of Project and Legal description:** 6.915 Acres of land in NCB 18218, Lot P- 23, in the City of San Antonio, Bexar County, Texas.

Council District 9 **ETJ** NO **Over Edward's Aquifer Recharge? (X) yes ( ) no**

3. **What is the specific Project and the expected use(s) to be created by this Project (type of development, number of buildings, type of building(s), specific use(s) of those buildings, etc.)?**

Permit File # VRPH 07-10-001

Please be aware that the city must understand exactly what this Project is expected to accomplish in order to evaluate this application.

(d) Total land use, in square feet; ±301,217.4 S.F. (±6.915 Acres)

(e) Total area of impervious surface, in square feet; ±271,095 S.F.

(f) Number of residential dwellings units, by type; N/A

(g) Type and amount of non-residential square footage; 542,191 S.F.

(h) Phases of the development, (If Applicable); N/A

4. What is the date the applicant claims rights vested for this Project? 9/30/1987

(i) 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;

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."

4 a. What, if any, construction or related actions have taken place on the property since that date?

Sewer lines have been constructed.

5. By what means does the applicant claim rights vested for this Project? ***Please specify all that may be applicable.***

- **PERMIT**

Type of Permit: Sanitary Sewer Contract **Date of Application:** _____

Permit Number: Ordinance No. 65396 **Date issued:** September 30, 1987

Expiration Date: September 30, 1997 **Acreage:** 1846 Acres

10-02-06 P04:11 IN

Permit File # VRP# 07-10-001

- **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 18 months for the POADP acceptance date.**

Name: _____

Date accepted: _____ **Expiration Date:** _____ **MDP Size:** _____ **acres**

- **P.U.D. PLAN**

Name: _____ **#** _____

Date accepted: _____

- **Plat Application**

Plat Name: _____ **Plat #** _____ **Acreage:** _____

Date submitted: _____ **Expiration Date:** _____

(Note: Plat must be approved within 18 months of application submittal date).

- **Approved Plat**

10-02-06 P04:11 IN

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**

Please see attached correspondence.

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 hereby certify that all information this Application and the attached documents is true and correct and that it is my belief the property owner is entitled to Vested Rights for this Project.

Print name: **Patrick W. Christensen** Signature: _____

Date: October 2, 2006

Sworn to and subscribed before me by Patrick W. Christensen on this 2nd day of October in the year 2006, to certify which witness my hand and seal of office.

LORI J BETUS
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-11-2009

_____
Notary Public, State of Texas

VRPH 07-10-001

EXHIBIT 2

City of San Antonio
Development Services
Subdivision Section

PLAT APPLICAT

060071

RECEIVED
05 NOV -3 AM 11:14
LAND DEVELOPMENT SERVICES DIVISION

Date Submitted: 3 Nov., 2005 **Plat ID Number:**

Plat Name: MASONWOOD AT EVANS

Property Address/legal: LOT 1 THRU 3, BLOCK-11, NCB 18218

Owner/Agent: DONALD J. KUYRKENDALL **Phone:** 979-0800 **Fax:** 979-0001

Address: 12040 COLWICK SAN ANTONIO TEXAS **Zip code:** 78216

Owner's Email Address don@kuyrkendall.com

Engineer/Surveyor: CEC **Phone:** 641-9999 **Fax:** 641-6440

Address: 11550 IH 10 W #395 SAN ANTONIO TEXAS **Zip code:** 78230

Engineer's Email Address rthornber@cectexas.com

1. All Specific Uses Proposed: RETAIL MINI STORAGE OFFICE (restaurant, day care, warehouse, etc.)
2. Existing Zoning C3ERZD Case # if new application is in process
3. City Council District 9 County Precinct 3
4. Ferguson Map Grid 484, A4 School District NEISD
5. ☐ DIRECTOR -OR- ☑ PLANNING COMMISSION
6. Water Service: ☑ Saws ☐ Well ☐ Other Utility (name)
7. Sewer Service: ☑ Saws ☐ Septic ☐ Other Utility (name)
8. San Antonio City Limits ☑ Yes ☐ No 10. Edwards Aquifer Recharge zone? ☑ Yes ☐ No
9. Previous/existing landfill? ☐ Yes ☑ No 11. Flood plain? ☐ Yes ☑ No
10. Plat is associated with the development of a:
   ☑ POADP/MDP: (Y) N Name LAREDO ENCINO # 534 Date Approved: 11/14/1996
   ☐ PUD: Y / (N) Name # Date Approved:

LATTED AREA

Streets	☐ Public	☐ Private	Linear Ft N/A	total acreage
Parks	☐ Public	☐ Private		total acreage
Off-Site Easements	☐ Permeable	☐ Nonpermeable		total acreage

Will this project be used in conjunction with a Tax Increment Financing Application (TIF): ☐ YES ☑ NO
YES, please note that higher standards have been adopted and are required for projects that involve City funds like TIF. For mplete information and application of the Tax Increment Financing (TIF) and Reinvestment Zone Guidelines and Criteria, ease call the Neighborhood Action Department at (210) 207-7881. (Indicate "TIF" with Project Name on all submissions).

hereby certify that all of the information on the entire Plat Application is true and correct.
Print Name: Robert P. Thornber **Signature:** Robert P. Thornber
Date: 11/3/05 ☑ **Professional Engineer** ☐ **Registered Professional Land Surveyor**

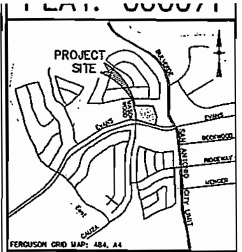
hereby grant permission to the Director of Development Services to record this plat.
Print Name: DONALD J. KUYRKENDALL **Signature:**
Date: 11-3-05 ☑ **Owner** ☐ **Agent (Checking this requires a notarized Letter of Agent.)**

(Only complete, legible applications will be accepted 1 original and 6 copies must be submitted.)

10-02-06 P04:11 IN

VRP# 07-10-001

PLAT: 060071



LOCATION

NOT TO SCALE

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	231.82'	1255.00'	116.24'	231.49'	N76°35'41"W	10°35'00"
C2	21.80'	15.00'	13.34'	19.93'	S40°14'52"E	83°16'39"
C3	455.42'	937.00'	232.30'	450.95'	N12°24'46"W	27°50'53"
C4	228.46'	937.00'	114.80'	227.90'	N05°28'25"W	13°58'12"
C5	226.96'	937.00'	114.04'	226.40'	N19°23'52"W	13°52'41"

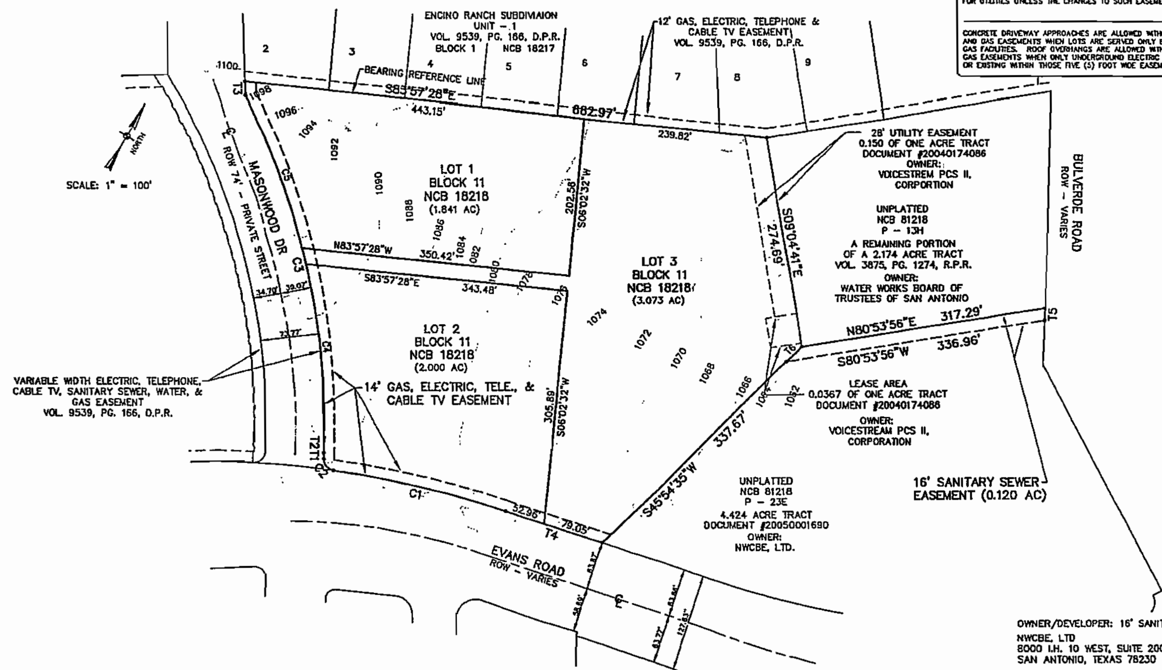
TANGENT TABLE		
TANGENT	LENGTH	BEARING
T1	8.02'	N00°30'56"E
T2	19.62'	N01°30'41"E
T3	18.27'	N01°33'53"W
T4	132.01'	N71°18'11"W
T5	16.24'	S01°55'41"W
T6	27.90'	S45°54'35"W

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

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

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

CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR UNDERGROUND ELECTRIC AND GAS FACILITIES. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.



10-02-06 P04:11 IN

SURVEY NOTES:

1. THE VALUE OF THE TWO SETS OF COORDINATES SHOWN HEREON WERE OBTAINED WITH GLOBAL POSITIONING RECEIVERS WITH REFERENCE TO STATION "SAN ANTONIO RRP" P.I.D. OF 4371 DATUM IS NAD83 (ADJUSTMENT 1993) CONVERTED TO FEET COORDINATES ARE TEXAS STATE PLANE COORDINATES - SOUTH CENTRAL ZONE AND ARE GRID COORDINATES. THE COMBINED SCALE FACTOR IS 0.999832. ROTATION GRID TO PLAT IS -00°23'44"
2. A ½" REBAR WITH A "CEC" PLASTIC CAP WAS SET AT EACH CORNER UNLESS OTHERWISE NOTED.
3. THE BASIS OF BEARING SHOWN HEREON IS THE PLAT OF ENCINO RANCH SUBDIVISION AS RECORDED IN VOLUME 9539, PAGE 166, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.

CSA NOTES:

1. THE SETBACKS IMPOSED ON THE PLAT ARE AT THE DISCRETION OF THE DEVELOPER OR BEXAR COUNTY AND ARE NOT SUBJECT TO ENFORCEMENT BY THE CITY OF SAN ANTONIO.
2. ISSUANCE OF BUILDING PERMIT WILL REQUIRE COMPLIANCE WITH THE STREETSCAPE PROVISIONS OF THE UNIFIED DEVELOPMENT CODE (SECTION 35-512)

SAWS NOTES:

1. IMPACT FEE PAYMENT DUE: WATER AND SEWER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PROPERTY. ALL IMPACT FEES, AT THE RATES IN EFFECT AT THE TIME OF SERVICE CONNECTION, MUST BE PAID PRIOR TO WATER METER SET AND/OR SEWER CONNECTION.
2. "WASTEWATER EDU NOTE: THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT."

ABBREVIATIONS:

VOL.	VOLUME
PG.	PAGE
CATV	TIME WARNER CABLE TV
TYP.	TYPICAL
ROW	RIGHT OF WAY
TELE	TELEPHONE
D.P.R.	DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS
F	FOUND 1/2" REBAR
S	SET 1/2" REBAR
ELEC	CPS ENERGY ELECTRIC
GAS	CPS ENERGY GAS
B.S.L.	BUILDING SETBACK LINE
R.P.R.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS

THIS PLAT OF MASONWOOD @ EVANS HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS ______ DAY OF ______, A.D., 2005.

BY: ______ CHAIRMAN

BY: ______ SECRETARY

STATE OF TEXAS §
COUNTY OF BEXAR §

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

______
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS §
COUNTY OF BEXAR §

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

______
REGISTERED PROFESSIONAL LAND SURVEYOR

JOB: E0277400 MASONWOOD @ EVANS

PLAT ESTABLISHING

MASONWOOD @ EVANS

BEING 6.914 ACRES OF LAND IN NEW CITY BLOCK (NCB) 18218, SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING THE REMAINING PORTION OF A 745.50 ACRE TRACT OF LAND DESCRIBED IN VOLUME 6777, PAGE 469, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS

CEC

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.
11550 I.H. 10 WEST, SUITE 395
SAN ANTONIO, TEXAS 78230
P) 210.641.9999
F) 210.641.6440
Email: cec@cectexas.com

OWNER/DEVELOPER: LOTS 1 THRU 3
KURYKENDALL & COMPANY, INC.
12040 COLWICK
SAN ANTONIO, TEXAS 78216

STATE OF TEXAS §
COUNTY OF BEXAR §

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

BY: ______
OWNER

______
DULY AUTHORIZED AGENT

STATE OF TEXAS §
COUNTY OF BEXAR §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DONALD J. KURYKENDALL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ______ DAY OF ______, A.D., 20__.

______
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

OWNER/DEVELOPER: 16' SANITARY SEWER EASEMENT
NWCBE, LTD
8000 I.H. 10 WEST, SUITE 200
SAN ANTONIO, TEXAS 78230

STATE OF TEXAS §
COUNTY OF BEXAR §

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

BY: ______
OWNER

______
DULY AUTHORIZED AGENT

STATE OF TEXAS §
COUNTY OF BEXAR §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ______, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ______ DAY OF ______, A.D., 20__.

______
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

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

COUNTY, CLERK, BEXAR COUNTY, TEXAS

BY: ______ DEPUTY

EXHIBIT 3

VRP# 07-10-001

LOCATION MAP

THIS P.O.A.D.P. MODIFIES THE EXISTING LAREDO ENCINO P.O.A.D.P. # 478 AS SHOWN BELOW:

1. LAND USE AREAS MODIFIED.
2. STONE OAK PARKWAY REALIGNED TO MATCH THE MAJOR THOROUGHFARE PLAN.

SCALE: 1" = 500'

PLAN HAS BEEN ACCEPTED BY COSA [signature] Sept. 5, 1997 (DATE) 534B (NUMBER)

If no plats are filed, plan will expire on March 7, 1998

1st plat filed on _____

OWNER: LAREDO ENCINO LTD.
1202 DEL MAR BLVD., SUITE 3
LAREDO, TEXAS 78041
PHONE: 210-722-3520

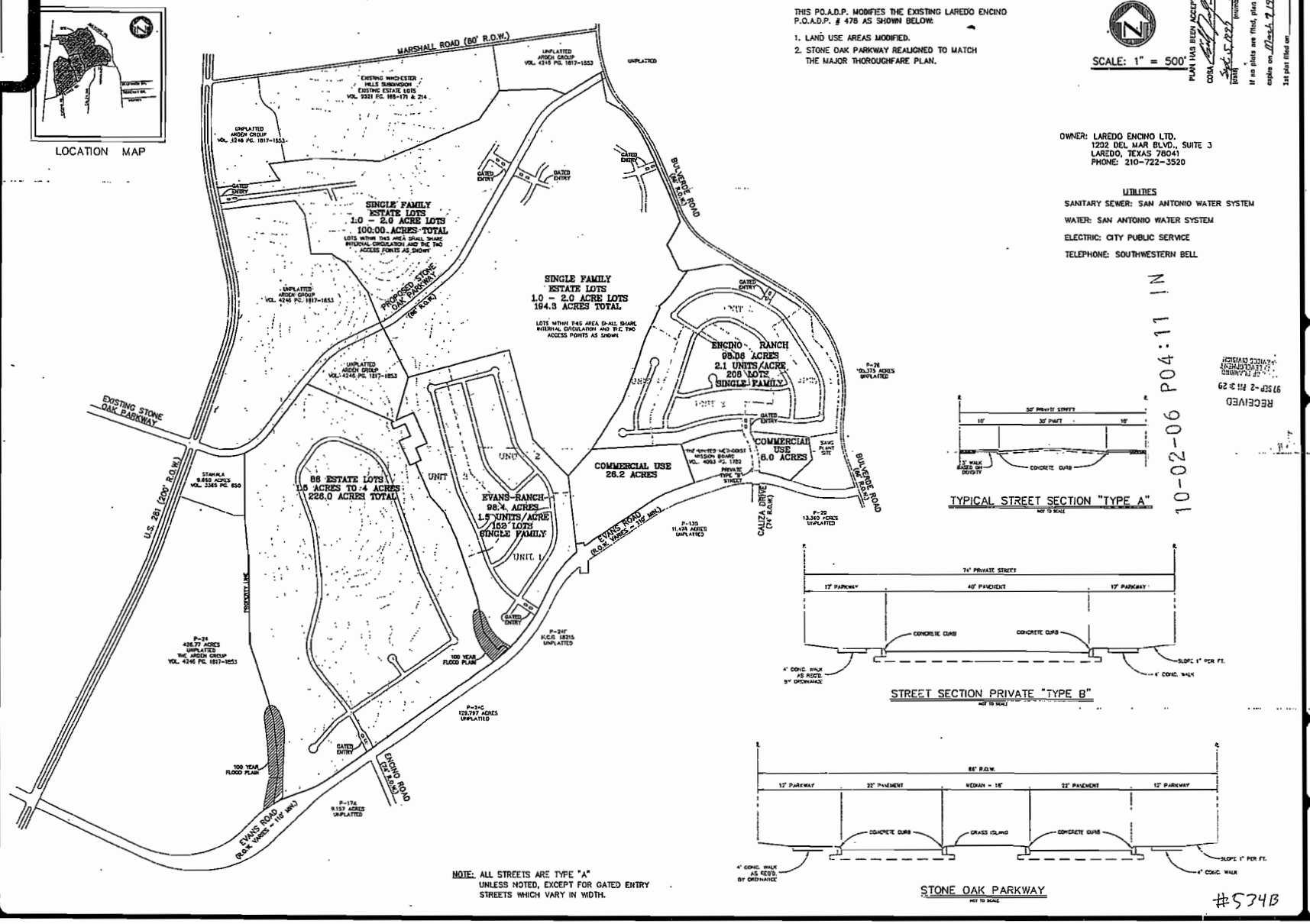
UTILITIES

SANITARY SEWER: SAN ANTONIO WATER SYSTEM

WATER: SAN ANTONIO WATER SYSTEM

ELECTRIC: CITY PUBLIC SERVICE

TELEPHONE: SOUTHWESTERN BELL



NOTE: ALL STREETS ARE TYPE "A" UNLESS NOTED, EXCEPT FOR GATED ENTRY STREETS WHICH VARY IN WIDTH.

TYPICAL STREET SECTION "TYPE A"
NOT TO SCALE

STREET SECTION PRIVATE "TYPE B"
NOT TO SCALE

STONE OAK PARKWAY
NOT TO SCALE

#534B

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RECEIVED
97 SEP -2 PM 3:29
CITY OF SAN ANTONIO
PLANNING DEPARTMENT
SUBDIVISION & PARKS DIVISION

P.O.A.D.P.
for
LAREDO ENCINO

W.F. CASTELLA & ASSOCIATES, INC.
Engineers - Surveyors - Planners
1030 W. Hildebrand - San Antonio, Texas 78201 - (210)734-5333

REVISIONS:

JOB NO. 45233.00
FILE: -
DATE: 01/28/97
DESIGN: G.W.P.
DRAWN: G.W.P.
CHECKED:
SHEET 1 OF 1

L:\Stone&Tree\Arden-Rch\PDP\UP Tue Sep 02 14:16:24 1997 32DPGE FEDX

EXHIBIT "F"

EXHIBIT 4

STATE OF TEXAS }

COUNTY OF BEXAR }

This Contract, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 65396, hereinafter called City, and GSD, Ltd. ("GSD"), a Texas limited partnership, hereinafter referred to as "Developer",

Witnesseth:

Whereas, a sanitary sewer contract, dated December 19, 1974, pursuant to City Ordinance No. 44743, by and between the City of San Antonio and Denton Utilities, Inc. was terminated and replaced by the "Replacement Agreement" dated July 31, 1981 pursuant to City Ordinance No. 54115, by and between the City of San Antonio and Denton Utilities, Inc. which in turn was modified by the "Borrow Agreement" dated March 22, 1984, pursuant to City Ordinance No. 58464, by and between the City of San Antonio and Denton Utilities, Inc.; and

Whereas, a sanitary sewer contract dated November 15, 1984, pursuant to City Ordinance No. 59738, was executed by and between the City of San Antonio and Denton Utilities, Inc. which supplemented but did not modify or amend the "Replacement Agreement" and further continued to recognize the terms and conditions of the "Borrow Agreement"; and

Whereas, the parties hereto now wish to enter into a new sanitary sewer contract which shall supercede and terminate in full that contract dated November 15, 1984, pursuant to City Ordinance No. 59738, and shall further supercede and terminate in full both the "Replacement

Agreement" dated July 31, 1981, pursuant to City Ordinance No. 54115 and the "Borrow Agreement" dated March 22, 1984, pursuant to City Ordinane No. 58464; and

Whereas, Denton Utilities, Inc. hereby represents by their signature set out on page twenty herein, that Denton Utilities, Inc. has transferred all their right, title and interest in said sewer contracts to GSD, Ltd.; and

Whereas, the Developer plans to develop an approximate 2,400 acre tract of land located outside the City's Regional Agent Boundary, 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, it is in the public interest for wastewater generated from the tract to be treated by the City; and

Whereas, the present terms and conditions of this Contract are SUBJECT TO amendment when, and if, the Director of the Department of Environmental Management (the Director) determines that these terms and conditions are in conflict with a new comprehensive sanitary sewer policy (the Policy) which is presently under study and which may be formally adopted by the City Council for supplying sewer service to the Upper Salado Watershed located outside the City's Regional Agent Boundary.

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 approximating 360 square miles.

C. Developer. Owner of the Project, his subsequent purchasers, successors, and/or assigns.

D. Project or tract. Encino Park, an approximate 2400 acre tract as more thoroughly described in Attachments 1 and 2.

E. 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 City policy. 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 Director to be an integral part of the City'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 Director of the Department of Environmental Management, the City Code and its amendments shall govern the design and construction of the off-site facilities.

F. 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. On-site public sewage facilities must be located in adequatedly sized, and appropriately dedicated public right-of-way in accordance with applicable sections of the City Subdivisions Code Regulations.

G. Private Sewerage Facility - A septic tank, pit privy, cess pool, sewage holding tank, injection well used to dispose of sewage, chemical toilet treatment tank and any other facility system or method used for the disposal of sewage which services one residential household, and which is in accordance with the requirements of the Edwards Board Order and the regulations of Bexar County other than a disposal

system operated under a waste discharge permit issued by the Texas Water Commission or its predecessor.

H. Project Master Plan. A document submitted by the Developer to the Director of the Department of Environmental Management 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 phase.

I. SAWPAC Study. A presently ongoing study by the Department of Environmental Management of alternative schemes or methods the City of San Antonio can implement to provide sanitary sewer service to the Upper Salado Watershed outside the existing Regional Agent Boundary.

J. Improvements or Approved Modifications. Improvements or approved modifications to existing facilities that are determined by the Director of the Department of Environmental Management to be required in order to accommodate the flows generated by the Project.

II. GENERAL TERMS AND CONDITIONS

The Parties hereto agree to the following general terms and conditions:

A. The Developer hereby agrees to submit to the Director of the Department of Environmental Management a Project Master Plan and an Engineering Report (Attachment #3 hereto, as may be amended) as 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 and Engineering Report, 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 Director of the Department of Environmental Management proposed and actual land uses and the resulting sewage flows reasonably expected to be generated from such land uses. Developer further agrees to modify the Plan as may be reasonably required by the Director of the Department of Environmental Management and to provide the Director of the Department of Environmental Management with subsequent updated revisions of the Plan and/or Engineering Report made independently by Developer.

B. The Director of the Department of Environmental Management, or his designated representative, hereby agrees to forward

to Developer upon his request, a copy of the final draft report containing the Upper Salado Watershed Study and related policy issues prior to same being formally acted upon by the Planning Commission of the City of San Antonio. Further, City representatives shall provide Developer upon his request, any subsequently revised draft proposals and a copy of the final Upper Salado Watershed Study and related policies as formally adopted by the San Antonio City Council.

C. Any Development within the Project shall be in accordance with Chapters 30 (with the specific exception of Item a (4) of Chapter 30 Sec.30-92 "Extension for Developer Customer") and Article VI of Chapter 35 of the City Code and any revisions thereto as that Article specifically relates to land use, occupancy and resulting wastewater flows. (This section does not place the land within project under the jurisdiction of the City's zoning authority; such jurisdictional authority shall only be acquired upon annexation.) It is the intent of the parties hereto that these Chapters of the City Code, read together with the specific provisions of this Contract, are meant to be cumulative in effect and application. However, in the event of a conflict in effect and/or application, the parties agree that the Contract terms and Attachment #4, Flow Rate Table shall prevail over the City Code Chapter provisions. (The Flow Rate Table establishes the highest flow per category of use to be required by the City. Such rates of flow may be lowered upon the approval of the Director or his designated representative.)

D. In the event that the appropriate regulatory agency(ies) will allow short term interim sewer services to the Project while permanent off-site facilities are 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 the Texas Water Development Board as amended or as may be amended.

The Developer shall supply a suitable performance guarantee approved by the Director of the Department of Environmental Management 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 City has the necessary and available manpower and equipment resources to provide this temporary service, the City may supply the temporary pump, truck, haul and treat operations as set out herein. In the event the City 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 Director of the Department of Environmental Management. 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 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 Director of the Department of Environmental Management 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 Director of the Department of Environmental Management.

E. All initial platting fees shall be paid by the Developer in accordance with the following criteria and shall be a condition precedent for the recordation of each approved plat in the Plat and Deed Records of Bexar County.

The platting fee shall consist of two components. The first is a fixed collection fee for each platted acre. The Developer must develop a minimum of sixty (60) acres of land, or pay an amount equivalent to sixty (60) acres of fixed collection fee. The second is a charge for the projected daily volume of sewage generated by the uses for which the property shall be platted. The volume will be based upon the average flow per acre per day for various land uses as shown in Attachment #4 Flow Rate Table. The Developer must pay a minimum charge for the second component equivalent to 50,000 gallons projected daily volume.

The initial fees for platting in the Project shall be as follows:

1. The fixed collection fee component shall be not less than $ 900 per platted acre; and

2. The volume fee component shall be not less than $2.00 per gallon per platted acre.

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F. The requirement for a minimum of sixty (60) acres and 50,000 gallons of projected daily volume will not be applicable where a permanent off-site sewer main is available to serve the property, or if the owner decides to build the permanent off-site main as per section VI A of the contract and shall supply to the City a suitable performance guarantee covering the cost of the off-site main.

G. It is hereby understood by Developer and City that a rebate or credit shall be provided to Developer by the City if the fees adopted by the UPPER SALADO policy are priced lower than those originally paid to City in accordance with Paragraph E, above. Developer and City hereby agree to negotiate the format for that rebate or credit should it become necessary. The above notwithstanding, until such Policy is adopted, these platting fees are subject to any amendments, updates and revisions adopted by formal City Council action.

H. A portion of the Project may be served by approved Private Sewerage Facilities and such portion shall not be subject to the sewer platting fee provided for herein. Any portion of the Project that is serviced by a Private Sewerage Facility may be subsequently connected to the on-site system and the then current SAWPAC sewer platting fees shall then be paid by a prospective plat applicant seeking connection.

I. The above notwithstanding, the parties hereto expressly understand and agree that the sewer platting fee for platting property outside the City limits (the OCL Fee) shall be charged by the City to those units of sewer service (equivalent single family residential connections) both platted or committed and unplatted, which are set out in Attachment 5 attached hereto and incorporated herein. Such connections are subject to verification by the Director of Environmental Management. Such verification, which shall not be unreasonabley withheld, will include review of plat status and review of commitment documents by Developer to third parties. Such verification shall be completed prior to the "Payment Date", as such term is defined in the Settlement Agreement by and between GSD, Ltd., Denton Utilities, Inc., the City of San Antonio, and the City Water Board dated July 31, 1987.

III. RIGHT OF WAY

A. Right-of-way (Gravity or Pressure Mains and Related Facilities)

If an existing public right-of-way cannot be used for the placement of the off-site sewer facilities, Developer shall provide at Developer's cost at least a sixteen foot (16') wide right-of-way or easement for the off-site system

facilities together with a temporary twenty five foot (25') wide temporary construction easement, and shall either dedicate and convey or cause to be dedicated and conveyed the right-of-way or easement to the City or shall grant unto the City by appropriate instruments the right to construct and maintain within said right-of-way or easement any wastewater facilities the City may desire to place therein or on, with said grants to be made to the City by Developer prior to any construction of the off-site system. On-site lines shall be located in adequate public right-of-way or easements in accordance with applicable sections of the City Subdivision Regulations.

B. Right-of-way (Lift Stations)

Developer shall provide suitable amounts of real property or easements at Developer's cost and shall convey title to same to the City at the location(s) of any wastewater lift station which may be constructed as part of both the on-site system or the off-site system, with the size of such site(s) being within the reasonable discretion of the City's Director of the Department of Environmental Management. The Developer shall further provide suitable all-weather access to such site(s) for heavy equipment as well as provide suitable electric service to such sites, all as approved by, and at no cost, to the City.

Suitable all-weather access is achieved by incorporating construction materials and dimensions which equal or conform, at a minimum, to that specified for residential alleys in "Exhibit A", of Chapter 30 of the City Code.

City may approve, when requested by Developer, an alternate type of surface treatment for each site(s) as it deems necessary to satisfy access requirements.

Legal instruments to include metes and bounds description and a survey plat, conveying title to the City for such sites and access right-of-way thereto shall contain a reversionary clause that, on the abandonment of such sites and access by the City, as evidenced by certification of abandonment by the City's Director of the Department of Environmental Management, title reverts to Developer. Developer shall submit to the City for the City's approval, the proposed location of any proposed lift station or treatment plant installation as well as all engineering data pertaining thereto, as the City's Director of the Department of Environmental Management, or his designated representative deems necessary. Following review by the City, approval or disapproval of proposed location will be given the Developer in writing by the City's Director of the Department of Environmental Management whose decision is final. It is expressly understood by the Developer that any site or sites must be above either the twenty five (25) year

ultimate development flood plain elevation or the one hundred (100) year flood plain base elevation (as defined by City Ordinance No. 48700 as amended or as may be amended) whichever is the most stringent, to be eligible for consideration.

C. Acquisition

If the City determines that it is both necessary and in the City's best interest, to acquire any portion of said right-of-way for lines or lift stations, the City may exercise its powers of eminent domain, where the City has the jurisdiction to so exercise. The Developer shall pay non-City staff costs in connection therewith including independent appraisal fees, expert witness fees, if required, and the amount of Commissioners' or Jury award and court costs.

IV. SANITARY SEWER MAINS, LIFT STATIONS AND TEMPORARY TREATMENT PLANT

A. Main-Sizing, Grade and Elevation

Developer shall prepare an engineering report covering the on-site and 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 City's Regional Wastewater Transportation and Treatment System.

City shall review such report and make a determination as to its total adequacy and suitability. City approval in all respects as to system location, size, and grade and invert elevation is a condition precedent to any further obligation of the City.

B. Oversizing

City shall have the right to require the oversizing of both the on-site and the off-site facilities, and shall so notify the Developer in writing prior to the City's final design approval of the systems. Such oversizing on the part of the City shall be in accordance with the applicable sections of Chapter 30, City of San Antonio Subdivision Regulations.

Should the City elect to oversize any part of the on-site and/or off-site systems, the City is to be responsible to the Developer for the difference in costs of construction of the size desired by the City and that which the Developer is being required to construct to service his Project. The construction cost for City required oversizing is to be ascertained and agreed to by the City and Developer and

reviewed by the Planning Commission prior to any construction of the on-site and/or off-site systems.

Should Developer desire to have capacity in the system in excess of that required by Developer, then Developer shall have the right, with City's prior approval, to oversize any line at Developer's cost. Such additional capacity shall be agreed upon by Developer and City's Director of the the Department of Environmental Management 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 the off-site systems to the City upon their completion and acceptance by the City. City shall thereafter own, operate, and maintain said systems.

D. Capacity

1. The average daily flows for platting fees determination shall be based on the Flow Rate Table (Attachment #4). The sewer main size and the treatment system shall be designed on the criteria of twelve (12) persons per net acre developed and flows of 250 gallons per person per day or as determined by the Director of the Department of Environmental Management or his designated representative.

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 provided for in Section II.A. above herein.

3. The Director of the Department of Environmental Management 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 City 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 or replatting of tract properties, the City shall have the right to either deny plat approvals or refuse to accept flows into the San Antonio Regional Wastewater Transportation and Treatment System that are in excess of the capacity rights reserved to the Developer.

5. The above not withstanding, prior to the time that the Developer recoups all eligible off-site construction costs through the credit format outlined in Section VI

herein below, the City is hereby granted the qualified and conditional right to connect non-Project wastewater flows to either Developer's on-site and/or off-site systems, whether or not such systems were oversized by City but only pursuant to the following requirements:

(a) Upon request by Developer's engineering representative, City's Director of the Department of Environmental Management, or his representative, employing sound engineering principles and practices, shall demonstrate to Developer's engineering representatives in writing prior to proposed use of Project designated capacity (distinguished from City oversized capacity reserved to City) for connection of non-Project flows, that the potentially impacted project on-site and/or off-site systems then contain available, unused, excess, or reserve capacities that could temporarily accommodate limited projected non-Project wastewater flows. City's report will also contain a detailed description and schedule whereby non-Project wastewater flows are projected to be accommodated through new sewer main installations or other forms of relief. Developer's engineering representative shall be afforded the right to submit a written response to the proposal and City will incorporate appropriate portions of same into any engineering decision or report of the Director which would precede any proposed agreement on the part of the City to allow non-Projected flows to temporarily utilize designated Project capacity.

(b) The City hereby acknowledges that it must afford the Developer this protection in order to preserve the designated Project capacity in both the original on-site and off-site systems in order that Developer can achieve reasonable, full, timely and complete platted development of the Project and meet any contractual obligations Developer might have with others.

It is expressly understood by the parties hereto that upon Developer's recoupment of all eligible off-site construction costs through the credit format outlined in Section VI herein below, the City shall own all permanent off-site facilities and all capacity therein but City shall continue to service the Project by recognizing designated project capacity and actual Project flows. The Developer shall not be denied plat approvals solely on the basis that the remaining designated project capacity is insufficient to accommodate the flows of the anticipated plat and that such insufficiency in the remaining designated project capacity is the result of the City connecting flows to

the permanent off-site and/or on-site system generated by non-Project wastewater generators.

E. Sewer Lift Station and Pressure Mains

1. 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 Director of the Department of Environmental Management. Should Developer so elect, and the City so concur, all systems shall be designed and constructed at Developer's total expense and at no cost to the City. 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 City of all design, plans and construction of such systems.

2. 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 City Attorney and the Director of Finance for each lift station and force main 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 City, of the plat of the properties for which the lift station and force main system shall be constructed to serve. This fund shall guarantee the payment of a minimum annual fee of $4,600.00 to the City of San Antonio for each lift station constructed to serve property within said tract for a period of ten (10) years following the post-construction acceptance date of each lift station. This minimum annual fee may be adjusted in the event that the City formally adopts a new lift station operation and maintenance fee schedule.

3. The minimum annual fee of $4,600.00 may be waived by the Director of the Department of Environmental Management within 30 days after a written request by the Developer when an off-site lift station, in close proximity to the Project boundary, is constructed to facilitate transportation of Project flows to other City-designated off-site facilities in lieu of constructing a temporary package treatment plant to individually serve the Project.

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

A. Cost of Treatment

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

1. Water Service By City Water Board

In the event water service to a subdivision plat within the tract is provided by the City Water Board of the City of San Antonio, 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 by City ordinances, with collection thereof being the responsibility of the City and its Water Board.

2. Water Service By Other Than City Water Board

In the event water service to a subdivision plat within the tract is not provided by the City Water Board of the City of San Antonio, 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 City of San Antonio being the responsbility 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 City of San Antonio to bill and collect the City's monthly sanitary sewer service fees and transmit said fees to the City all in accordance with a standard City-water purveyor contract. Pursuant, to the City-water purveyor contract terms, the water purveyor shall advise all sanitary sewer service customers that delinquent non-payment of any of the City'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. 63544 , as may be amended, are either exhausted or waived by customer. The City of San Antonio 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 City 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 City of San Antonio the right, should the City so elect, to enforce or otherwise pursue to the extent provided at law or in equity, the provisions of the City of San Antonio's Industrial Waste Ordinance, Ordinance No. 57214 as amended or as may be amended, (codified as Chapter 34, Division 2 of the City Code). The City's rights shall include, to the extent provided at law or in equity, the right of inspection, sampling and monitoring of the collection system to assure Ordinance compliance. Recordation of the covenant shall be a condition precedent for the City's approval of any plats within said tract. The covenant shall be in substantially the same form as the covenant attached hereto and incorporated herein as Attachment 6.

VI. CREDITS

A. Developer may choose to construct off-site sewer lines and facilities to accellerate extension of sanitary sewer service to the tract. Should the Developer so elect, all such systems shall be designed and constructed at Developer's cost and in accordance with other appropriate sections of this Contract. Developer expressly recognizes and understands that should he construct such off-site lines and facilities, they may not be ultimately considered by the Director of the Department of Environmental Management as an integral part of the permanent wastewater transportation and treatment system for the Upper Salado Watershed.

In the event that the Director of the Department of Environmental Management rules that a properly sized, gravity flow off-site line or facility constructed by Developer is a permanent integral part of the wastewater transportation and treatment system of the Upper Salado Watershed, then the Developer shall be credited for the "as built" construction costs (engineering costs excluded) paid by the Developer to a competing contractor for construction of such properly sized, permanent off-site gravity flow lines and facilities. The sole source of such credit shall be from direct payments by prospective applicants platting land within the Project of the fixed collection fee component of the SAWPAC sewer platting fee to Developer, at City's direction in lieu of payment of same to the City. The City shall monitor such transactions on a monthly basis until all eligible costs for recovery hereunder have been recouped by the Developer. For performance of such monitoring services, the Developer shall pay the City, as and when received, an administrative fee totalling twenty

percent of the "as built" construction costs of the facility(s) designated by the Director to be eligible for "credit". The City will not release plats for recordation by the County Clerk until plat applicant has paid the appropriate SAWPAC sewer platting fees.

In instances where the Developer itself desires to plat, a direct credit to the Developer, by virtue of City's waiver of appropriate SAWPAC sewer platting fees normally to be paid by Developer to City shall result.

In addition to any credit granted to Developer as set forth above:

B. Should the minimal collection fee amount paid by Developer based upon Section II.E.1. herein, be higher than the fixed fee component times the number of acres actually platted in the project, the Developer will be eligible for a credit upon the approval of the Director of the Department of Environmental Management, equal to the difference in these two amounts. Such credit shall only be applied to additional property platted by the Developer, which is situated outside the Regional Agent Boundary and both within the Upper Salado Watershed and within the Project, as such Project and Watershed are used and defined in this Contract.

C. In the event the minimum charge paid by Developer for projected daily volume in accordance with Section II.E.2. herein, is higher than the amount of the fee component times the actual daily volume flow generated by the project, upon the approval of the Director of the Department of Environmental Management, the Developer will be eligible for a credit equal to the difference between these two amounts. Such credit shall also only be applied to additional property platted by the Developer outside the Regional Agent Boundary and both within the Upper Salado Watershed and within the Project, as such Project and Watershed are used and defined in this Contract.

D. The above notwithstanding, the parties hereto expressly understand and agree that no credits shall be established for those off-site sewer lines and/or facilities which were conveyed to the City as of September 30, 1987.

VII. DESIGN AND CONSTRUCTION PROCEDURES

A. Design and Construction

All design, as well as construction of on-site and 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 City, County of Bexar, State of Texas and any agency or departments thereof

having regulatory authority, such as but not limited to the Texas Department of Water Resources and Texas Department of Health. Additionally, all facilities shall be constructed under the inspection of the City, and until written notice of approval of their construction by the City's Director of the Department of Environmental Management, no flows therein shall be accepted by the City 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. Award of Construction Contracts By Developer

When the Developer anticipates receiving "credit" from the City for as-built construction costs expended by the Developer to build permanent off-site facilities pursuant to Section VI.A above and when the City elects to financially participate in the oversizing of off-site facilities to be constructed by Developer or his agent, 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 as approved by the City and generally in accordance with the State's public competitive bidding statutes governing award and construction of City projects.

VIII. CITY'S OBLIGATION OF PERFORMANCE CONDITIONED

The obligations of the City 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 City's Regional Wastewater Transporation and Treatment System or the Project's sanitary sewer collection system. Developer recognizes and acknowledges that if the rules, regulations, and statutes of the 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 City 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 City resulting from a City compliance with such legal or regulatory mandates resulting in the City'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 City's control. The City 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 orders. 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 City to the disadvantage of the Developer. Further, in the event that an administrative or judicial proceeding is commenced either by or against the City concerning the right of the City to perform its obligations hereunder, the City shall move for the joinder of the Developer as a party thereto.

IX. 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 Director of the Department of Environmental Management. However, the City shall not be obligated under this Contract to monitor the proper disbursement of credits between the parties to said Private Joint Venture Agreement.

X. ASSIGNMENT

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

A. Developer shall notify in writing the City's Director of the Department of Environmental Management evidencing the purpose, intent, terms and effects of the proposed assignment. Developer shall provide the City's Director of the Department of Environmental Management with a copy of the proposed assignment.

B. The Director of the Department of Environmental Management will review the proposed assignment and shall within thirty (30) days of initial receipt, respond to Developer in writing announcing City's approval, proposed modifications, or disapproval of the proposed assignment.

C. The City 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 City to be adverse to City's Regional Sanitary Sewer System.

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 City of San Antonio, and the Developer will continue to be bound by the terms and conditions of this Contract.

E. In the event that the City approves an assignment, the City will acknowledge same in writing within thirty 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.

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, sentences, clauses or paragraphs of this Contract held legally invalid.

XII. TERM OF CONTRACT

The provisions of this Contract shall remain in full force and effect until either the City of San Antonio formally adopts a new comprehensive policy for supplying sanitary sewer service to the Upper Salado Watershed, or ten (10) years from the effective date of this Contract has elapsed, whichever occurs first. In the event the first occurrence is the formal adoption by the City of a new comprehensive policy for supplying sanitary sewer service to the Upper Salado Watershed, the parties hereby agree to amend any provisions of this Contract which may be in conflict with such new comprehensive policies, and to negotiate the number of years that the ammended Contract shall be in effect. In the event ten (10) years elapse from the effective date of this Contract, and a new policy for supplying sanitary sewer service to the Upper Salado Watershed has not been formally adopted by the City of San Antonio, the parties hereby agree to negotiate the following:

A. The City will continue to (i) accept project wastewater flows for transportation and treatment; (ii) recognize the Developer's right to connect to the City's regional wastewater system to the extent of the remaining unused project capacity; and (iii) exercise the credit procedures set forth herein until all eligible costs are recouped by the Developer, if the Director is satisfied with the Developer's performance record in complying with the provisions of this Contract. If the City 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 City is dissatisfied with the 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 negotiated and agreed to by the Parties.

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 CITY:

CITY OF SAN ANTONIO
POST OFFICE BOX 9066
SAN ANTONIO, TEXAS 78285
ATTN: MR. FRANK R. KIOLBASSA
DIRECTOR OF THE DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

IF TO DEVELOPER:

GSD, LTD.
ATTN: MR. MICHAEL H. GULLEY
ITS GENERAL PARTNER
700 N. ST. MARY'S STREET, SUITE 750
SAN ANTONIO, TEXAS 78205

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 CITY:

CITY OF SAN ANTONIO
POST OFFICE BOX 9066
SAN ANTONIO, TEXAS 78285
ATTN: MR. LLOYD GARZA
CITY ATTORNEY

IF TO DEVELOPER:

AKIN, GUMP, STRAUSS, HAUER & FELD
ATTN: MR. ROBERT LEE SMITH
1500 INTERFIRST PLAZA
300 CONVENT
SAN ANTONIO, TEXAS 78205

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

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 _____ day of _____ 19__.

CITY OF SAN ANTONIO

BY: _____
CITY MANAGER
J. Marcus Jahns

ATTEST: _____
CITY CLERK

DEVELOPER:

GSD, LTD.

By: _____
MICHAEL H. GULLEY
Sole General Partner

Denton Utilities, Inc. hereby acknowledges this 30th day of September 1987 that all right title and interest to those sewer contracts references hereinabove have been transferred to GSD, Ltd.

_____
MICHAEL H. GULLEY
President
Denton Utilities, Inc.

ACKNOWLEDGEMENT

THE STATE OF TEXAS }

COUNTY OF BEXAR }

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared MICHAEL H. GULLEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GSD, Ltd. and that he has executed the same as Sole General Partner for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of Office, this 30th day of September, 1987

Nancy Landgrebe
Notary Public, State of Texas

My Commission Expires: 6-13-88

NANCY LANDGREBE
Notary Public State of Texas
My Commission Expires

THE STATE OF TEXAS }

COUNTY OF BEXAR }

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared MICHAEL H. GULLEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Denton Utilities, Inc. and that he has executed the same as President for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of Office, this 30th day of September, 1987.

Nancy Landgrebe
Notary Public, State of Texas

My Commission Expires: 6-13-88

NANCY LANDGREBE
Notary Public State of Texas
My Commission Expires

VRP#07-10-001

STATE OF TEXAS }

COUNTY OF BEXAR }

Before me, the undersigned authority, on this day personally appeared L. Marcus Jahns, Asst. City Manager of the City of San Antonio, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 30th day of September, 1987.

Mary Susan Valdez
Notary Public, State of Texas

My Commission Expires: _____

MARY SUSAN VALDEZ
Notary Public, State of Texas
My Commission Expires 01/16/90

San Antonio Water

EXHIBIT 5

SP. 153

VRPH07-10-001
981521

7-29-98

Masonwood Encino, Ltd.
1715 Capital Of Tx. Hwy. South, Suite 201
Austin, Texas 78746

Neal

Re: Encino Ranch Subd. Unit-1 Off-Site
SAWS Job # 98-1521
Plat I.D. 970334

The above referenced project has been tested and visually inspected on **March 05,1998** and found to be in accordance with the City of San Antonio Standard Specifications for Public Works Construction,applicable Texas Natural Resource Conservation Commission Rules (313.4 &.5), and design plans and specifications. As-Built plans and cost were received on 7-29-98 respectfully,in accordance with SAWS and TNRCC requirements.

The San Antonio Water Systems does hereby accept the following total linear feet of sanitary sewer pipe and manholes for ownership and maintenance.

OVER RECHARGE ZONE: 701 linear feet of 8" PVC SDR 26,ASTM D-3034 sanitary sewer as manufactured by Napco and 4 Charlotte pre-cast manholes

OFF RECHARGE ZONE: N/A

Sincerely,

Rolando H.Briones, Jr., P.E.
Manager
Improvements & Replacements

Recommended Acceptance:

Kenneth E. Mahaffey, P.E., Manager
Construction Inspections

cc:City Plumbing Inspection
Project Engineer
Project Contractor
San Juanita Estrada,Property Records
Edward Gonzales,Systems Engineering
Rene Ybarra,Construction Management
Joe Limon,Development Services
Frank Salazar,Stormwater
Gary Balbaugh,Subdivision Control
Robert Evans,Public Works Construction Inspection
John Mauser T.N.R.C.C.

10-02-06 P04:16 IN

VRP# 07-10-001

JULY 29, 1998

Job No. 46293.00

AS BUILT COST

ENCINO RANCH UNIT 1 SUBDIVISION

OFFSITE SANITARY SEWER IMPROVEMENTS

BIDDER'S NAME:

ITEM	DESCRIPTION	UNIT	EST/QTY	$/UNIT	AMOUNT
103	Remove Concrete Rip Rap	SY	25	$ 17.50	$ 437.50
402A	8" Sanitary Sewer Pipe (0'-6')	LF	218	$ 29.25	$ 6,376.50
402A	8" Sanitary Sewer Pipe (6'-8')	LF	314	$ 31.75	$ 9,969.50
402A	8" Sanitary Sewer Pipe (8'-10')	LF	109	$ 34.50	$ 3,760.50
402A	10" Sanitary Sewer Pipe (8'-10')	LF	40	$ 37.00	$ 1,480.00
402A	8" Sanitary Sewer Pipe Class 160 (8'-10')	LF	20	$ 37.00	$ 740.00
404B	Watertight Ring & Cover Sewer Manholes	EA	4	$1,800.00	$ 7,200.00
404C	Extra Depth Manholes	V.F.	7.5	$ 131.00	$ 982.50
404D	Manhole Ring Encasement	EA	4	$ 331.00	$ 1,324.00
407A	Concrete Encasement	CY	11	$ 81.50	$ 896.50
410B	Gravel Subgrade Filler	CY	26	$ 18.00	$ 468.00
505	Conc. Rip Rap	SY	25	$ 46.50	$ 1,162.50
507	Remove & Replace Chain Link Fence	LF	60	$ 28.25	$ 1,695.00
511	Cut & Patch Exist. Pvmt.	SY	8	$ 47.50	$ 380.00
700	Trench Excavation Protection	LF	701	$ 1.65	$ 1,156.65
				TOTAL COST	$ 38,029.15

VRP#07-10-001

San Antonio Water System

DECEMBER 11,1997

SANITARY SEWER MAIN CONSTRUCTION AUTHORIZATION WORK ORDER

SUBDIVISION : **ENCINO RANCH OFF-SITE** CONTRACTOR: **SACC**

PLAT ID NO. : **970334** SAWS JOB NO.: **98-1521**

DEVELOPER : **MASONWOOD ENCINO** ENGINEER : **CASTELLA**

GUIDELINES :

1. This project lies over the **Edwards Aquifer Recharge Zone** and shall be constructed in accordance with Chapter 313 and 317 of the **Texas Natural Resource Conservation Commission Rules** and the **City of San Antonio's Ordinance** 66329, (400 **ERZD** & 402 **ERZD**), applicable.

2. The construction contractor shall prevent the entry of construction debris into proposed or existing sewer systems.

3. Sewer treatment service will be provided by the **Salado Creek Water Recycling Center**.

4. Ownership and maintenance will be assumed by the San Antonio Water s upon final inspection of this development which lies outside of the city limit.ystem

5. Upon **final inspection** of this project, the Engineer shall submit to the San Antonio Water Systen the **"As-Built" cost and plans** for **acceptance**.

6. **No flows** shall be generated prior to acceptance of sewer mains by the San Antonio Water System.

7. The development's sewer system will tie into existing sewer facilities of **Encino Park 23** .

8. The contractor shall cease all work in the area if **significant geologic features** such as **solution cavities, caves or sinkholes** are encountered unitl further approval has been granted.

9. It shall be the responsibility of the Contractor to notify and make arrangements with the San Antonio Water System Construction Inspection Division at telephone number **704-7111, 48 hours** prior to beginning work.

10. Work completed by contractor which has not received the approval of the San Antonio Water System Construction Inspection Division will be subject to the removal and replacement by and at the expense of the contractor.

11. All construction shall be in accordance with revision of the City of San Antonio Standard Specifications for the Public Works Construction and/or approved or required by the San Antonio Water System.

DISTRIBUTION :

1. Inspection-Original
2. Contractor-yellow
3. Sewer Engineer-Green
. Property records-Red

APPROVED:

Rolando H. Briones, Jr., P.E.
Manager , Replacements & Improvements

10-02-06 P04:16 IN

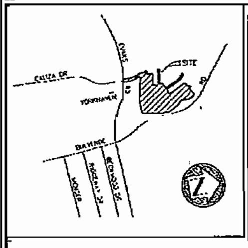
1001 E. MARKET ST. P.O. BOX 2449 SAN ANTONIO, TEXAS 78298-2449 210-704-7297

98- 0039942
Book Vol Page 09539 00166

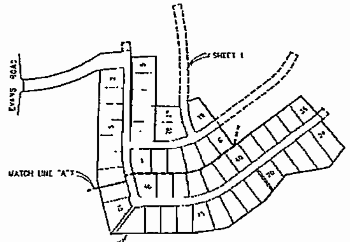
Filed for Record in
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK
On Mar 13 1998
At 1:48pm
Receipt #: [illegible]
Recording: [illegible]
Doc/Mgmt: [illegible]
Doc/Num: 98-0039942
Deputy -Jane Esteves

10-02-06 P04:16 IN

| 970334

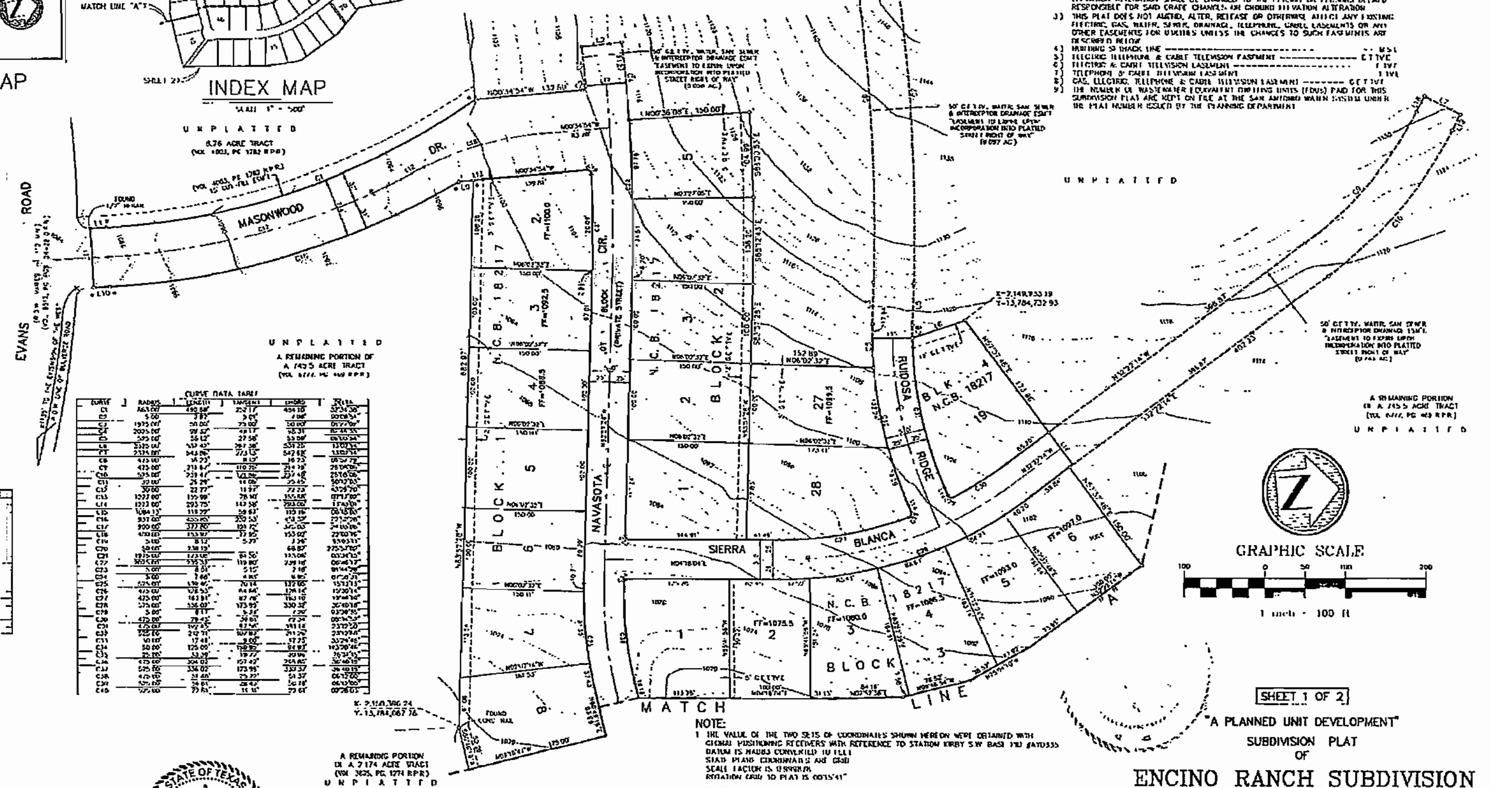


LOCATION MAP



INDEX MAP

SCALE 1" = 500'



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N01°24'56"E	18.59'
L2	N02°10'47"W	50.00'
L3	N43°57'38"W	51.49'
L4	N37°04'47"W	50.00'
L5	S43°57'38"E	51.49'
L6	N14°13'00"W	45.24'
L7	N31°23'40"E	50.00'
L8	N45°52'52"E	50.00'
L9	S00°30'57"E	18.36'
L10	S01°24'56"W	18.59'
L11	N88°35'04"W	74.80'
L12	N72°35'00"W	31.50'
L13	N00°34'29"W	11.44'
L14	N70°52'13"E	8.55'
L15	[illegible]	50.00'
L16	N57°37'46"E	50.00'
L17	N00°13'45"W	50.00'
L18	[illegible]	27.54'
L19	[illegible]	27.54'

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	863.00'	490.88'	252.17'	484.10'	32°34'38"
C2	5.00'	7.87'	5.01'	7.08'	90°08'54"
C3	1975.00'	50.00'	25.00'	50.00'	01°27'00"
C4	2025.00'	98.52'	49.17'	98.51'	[illegible]
C5	575.00'	55.12'	27.58'	55.09'	[illegible]
C6	2325.00'	532.42'	267.38'	531.25'	13°07'14"
C7	2375.00'	543.86'	273.13'	542.68'	13°07'14"
C8	475.00'	34.23'	17.12'	34.23'	[illegible]
C9	475.00'	218.67'	110.75'	216.78'	[illegible]
C10	525.00'	239.47'	[illegible]	237.40'	[illegible]
C11	30.00'	26.29'	14.06'	25.45'	[illegible]
C12	30.00'	22.77'	11.97'	22.23'	[illegible]
C13	1027.00'	155.99'	78.16'	155.85'	[illegible]
C14	1073.00'	293.75'	147.58'	293.00'	[illegible]
C15	1084.13'	118.22'	59.17'	118.16'	[illegible]
C16	937.00'	[illegible]	229.53'	[illegible]	[illegible]
C17	900.00'	377.80'	191.72'	[illegible]	[illegible]
C18	400.00'	153.97'	77.95'	153.02'	[illegible]
C19	5.00'	8.12'	5.27'	7.26'	[illegible]
C20	50.00'	238.15'		68.87'	[illegible]
C21	1975.00'	123.06'	61.56'	123.04'	[illegible]
C22	[illegible]	[illegible]	119.80'	239.16'	[illegible]
C23	5.00'	8.01'	5.15'	7.18'	[illegible]
C24	5.00'	7.60'	4.85'	6.85'	[illegible]
C25	525.00'	139.46'	70.14'	137.05'	[illegible]
C26	475.00'	128.53'	64.64'	128.14'	[illegible]
C27	475.00'	161.91'	81.76'	161.10'	[illegible]
C28	575.00'	336.07'	173.95'	330.32'	[illegible]
C29	5.00'	8.17'	5.38'	7.29'	[illegible]
C30	475.00'	79.43'	39.81'	77.34'	[illegible]
C31	475.00'	[illegible]	[illegible]	[illegible]	[illegible]
C32	525.00'	212.71'	[illegible]	211.29'	[illegible]
C33	30.00'	17.48'	9.00'	17.25'	[illegible]
C34	50.00'	125.00'	150.95'	94.93'	[illegible]
C35	25.00'	[illegible]	19.77'	[illegible]	[illegible]
C36	475.00'	304.02'	157.42'	298.85'	[illegible]
C37	525.00'	336.02'	173.99'	330.37'	[illegible]
C38	475.00'	51.40'	25.72'	51.37'	[illegible]
C39	525.00'	56.81'	28.42'	56.78'	[illegible]
C40	525.00'	22.61'	11.31'	22.61'	[illegible]

NOTES AND LEGEND

1.) THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS OF WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES, TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.
2.) ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATION SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.
3.) THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.
4.) BUILDING SETBACK LINE ------------------------ B.S.L.
5.) ELECTRIC TELEPHONE & CABLE TELEVISION EASEMENT ------------ E.T.TVE.
6.) ELECTRIC & CABLE TELEVISION EASEMENT ------------------ E.TVE.
7.) TELEPHONE & CABLE TELEVISION EASEMENT ------------------ T.TVE.
8.) GAS, ELECTRIC, TELEPHONE & CABLE TELEVISION EASEMENT -------- G.E.T.TVE.
9.) THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUS) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE PLANNING DEPARTMENT.

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 ft

NOTE:

1. THE VALUE OF THE TWO SETS OF COORDINATES SHOWN HEREON WERE OBTAINED WITH GLOBAL POSITIONING RECEIVERS WITH REFERENCE TO STATION KIRBY S.W. BASE 1110 #AY0335. DATUM IS NAD83 CONVERTED TO FEET. STATE PLANE COORDINATES ARE GRID. SCALE FACTOR IS 0.99987[illegible]. ROTATION GRID TO PLAT IS 00°15'41".
2. CONTROL MONUMENTS AS SHOWN. "DENOTES A 1/2" REBAR WAS SET.
3. R.P.R. – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS. D.P.R. – DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.
4. BASIS OF BEARING IS THE PLAT OF ENCINO PARK SUBDIVISION RECORDED IN VOLUME 9512, PAGES 24-28, D.P.R.
5. FF = FINISHED FLOOR ELEVATIONS DETERMINED BY SETTING THE SEWER LATERAL AT 2% FROM THE SEWER MAIN INVERT ELEVATION TO THE BUILDING SETBACK LINE MINIMUM ELEVATION.

SHEET 1 OF 2

"A PLANNED UNIT DEVELOPMENT"
SUBDIVISION PLAT
OF

ENCINO RANCH SUBDIVISION UNIT 1

BEING 25.798 ACRES OF LAND OUT OF N.C.B. 18217, SAN ANTONIO, BEXAR COUNTY, TEXAS.

WFC
W. F. CASTELLA & ASSOCIATES, INC.
Engineers • Surveyors • Planners
1039 W. Hildebrand • San Antonio, Texas 78201 • (210)734-5351

DRAWN BY LR

JOB ORDER NO. 4629.00

NOTE:
ALL PRIVATE STREETS SHOWN HEREON ARE ALSO WATER, ELECTRIC, GAS, SANITARY SEWER, TELEPHONE, CABLE T.V. AND DRAINAGE EASEMENTS.

LOT 1, BLOCK 1 INCLUDES ALL PRIVATE STREETS (4.720 AC. THIS UNIT)

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

STATE OF TEXAS / PAUL W. DENHAM / 59456 / REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS)
COUNTY OF BEXAR)

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT TO THE MATTERS OF LOTS, STREETS, AND DRAINAGE LAYOUTS AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES THAT MAY BE GRANTED BY THE PLANNING COMMISSION OF THE CITY.

Paul W. Denham
REGISTERED PROFESSIONAL ENGINEER

SWORN TO & SUBSCRIBED BEFORE ME THIS THE 30 DAY OF September A.D. 1997

Arthur Lee Wright
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

ARTHUR LEE WRIGHT / Notary Public, State of Texas / My Comm. Exp. 11/08/97

STATE OF TEXAS / REGISTERED / DION P. ALBERTSON / 4983 / PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS)
COUNTY OF BEXAR)

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Dion P. Albertson
REGISTERED PROFESSIONAL LAND SURVEYOR

SWORN TO & SUBSCRIBED BEFORE ME THIS THE 30 DAY OF September A.D. 1997

Arthur Lee Wright
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

ARTHUR LEE WRIGHT / Notary Public, State of Texas / My Comm. Exp. 11/08/97

STATE OF TEXAS)
COUNTY OF BEXAR)

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

Jim Meredith
OWNER: MASONWOOD ENCINO SUBDIVISION LTD
JIM MEREDITH, MANAGING GENERAL PARTNER

DULY AUTHORIZED AGENT

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Jim Meredith KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND & SEAL OF OFFICE THIS 1st DAY OF October A.D. 1997

Tari Sue Kickhighter
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

TARI SUE LICKLIGHTER / NOTARY PUBLIC / State of Texas / Comm. Exp. 09-[illegible]

THIS PLAT OF ENCINO RANCH SUBDIVISION UNIT 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 22 DAY OF oct. A.D. 1997

THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS

BY [signature] CHAIRMAN

BY [signature] SECRETARY

STATE OF TEXAS)
COUNTY OF BEXAR)

I, GERRY RICKHOFF COUNTY CLERK OF SAID COUNTY DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 13th DAY OF MARCH A.D. 1998 AT 1:48 P.M. AND DULY RECORDED THE 17th DAY OF MARCH A.D. 1998 AT 11:23 A.M. IN THE RECORDS OF DEEDS + PLATS OF SAID COUNTY, IN BOOK VOLUME 9539 ON PAGE 166.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 17th DAY OF MARCH A.D. 1998

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY [signature] DEPUTY

COUNTY CLERK / BEXAR COUNTY, TEXAS

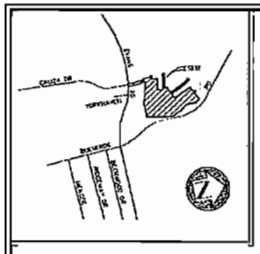
r:\draw\Encino\Enc Rch\unit-1\ENC-R-U1 Tue Sep 30 12:40:26 1997 Brian Hanan

VRP# 07-10-001

970334

Book 09535 Page 0087

98- 0039942



LOCATION MAP

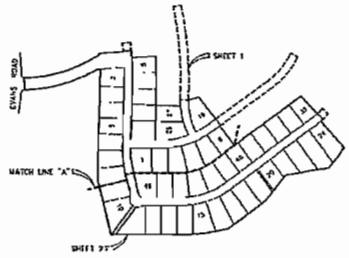
"NOTES AND LEGEND"

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

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

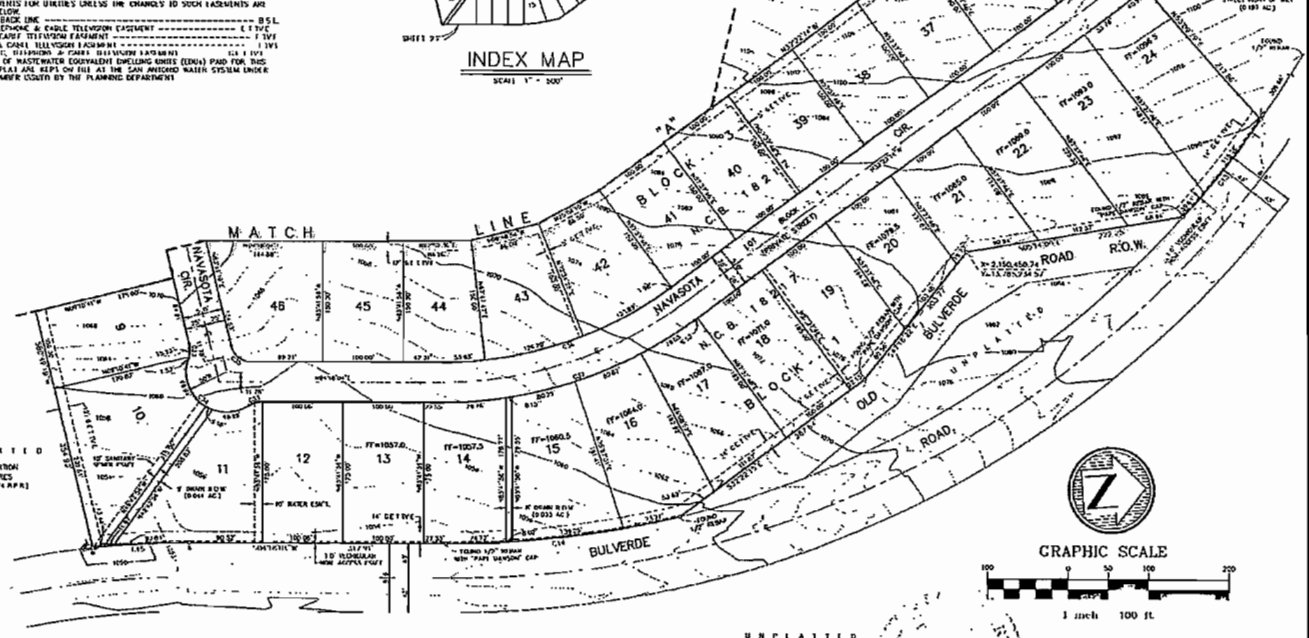
3) THIS PLAT DOES NOT AMEND, ALTER, RELEASE, OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.

4) BUILDING SETBACK LINE ---------- BSL
5) ELECTRIC TELEPHONE & CABLE TELEVISION EASEMENT ---------- ETVE
6) ELECTRIC & CABLE TELEVISION EASEMENT ---------- ETVE
7) TELEPHONE & CABLE TELEVISION EASEMENT ---------- TVE
8) GAS, ELECTRIC, TELEPHONE & CABLE TELEVISION EASEMENT ---------- GETVE
9) THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ASSIGNED BY THE PLANNING DEPARTMENT



INDEX MAP

SCALE 1" = 300'



GRAPHIC SCALE

1 inch 100 ft

SHEET 2 OF 2

"A PLANNED UNIT DEVELOPMENT"

SUBDIVISION PLAT OF

ENCINO RANCH SUBDIVISION UNIT 1

BEING 25.798 ACRES OF LAND OUT OF N.C.B. 18217, SAN ANTONIO, BEXAR COUNTY, TEXAS.

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	242.00'	49.81'	25.11'	49.70'	11°47'26"
C2	3.00'	2.81'	2.01'	2.08'	53°39'39"
C3	1525.00'	58.00'	29.00'	58.00'	2°11'00"
C4	1000.00'	98.00'	49.01'	97.96'	5°36'00"
C5	1500.00'	46.70'	23.35'	46.69'	1°47'00"
C6	1525.00'	320.42'	161.35'	319.79'	12°02'14"
C7	1525.00'	343.80'	172.52'	343.08'	12°55'14"
C8	475.00'	15.22'	7.61'	15.22'	1°50'00"
C9	475.00'	29.87'	14.94'	29.86'	3°36'00"
C10	525.00'	238.47'	121.02'	236.48'	25°55'00"
C11	30.00'	16.22'	14.63'	25.45'	50°12'00"
C12	30.00'	15.22'	14.22'	27.22'	47°29'00"
C13	1277.00'	150.55'	75.38'	150.46'	6°45'00"
C14	1277.00'	293.55'	147.34'	292.90'	13°10'00"
C15	1064.32'	152.21'	76.11'	152.07'	8°12'00"
C16	1064.32'	454.84'	230.56'	451.37'	24°28'00"
C17	800.00'	323.66'	164.30'	321.50'	23°11'00"
C18	1000.00'	155.91'	77.95'	155.83'	8°56'00"
C19	3.00'	4.13'	2.27'	3.78'	87°59'00"
C20	50.00'	278.10'	42.00'	196.07'	318°47'00"
C21	50.00'	127.08'	63.56'	97.15'	145°36'00"
C22	50.00'	236.10'	118.80'	90.00'	270°00'00"
C23	3.00'	4.71'	3.00'	4.24'	90°00'00"
C24	3.00'	1.68'	0.87'	1.65'	32°04'27"
C25	325.00'	130.28'	66.11'	129.45'	23°33'00"
C26	325.00'	159.50'	81.44'	158.11'	28°07'00"
C27	425.00'	153.31'	77.47'	152.46'	20°40'00"
C28	325.00'	106.60'	53.90'	106.10'	18°48'00"
C29	3.00'	4.13'	2.27'	3.78'	87°59'00"
C30	275.00'	79.73'	40.21'	79.50'	16°36'00"
C31	425.00'	182.13'	92.54'	180.71'	24°33'00"
C32	325.00'	219.77'	114.93'	215.76'	38°44'00"
C33	50.00'	17.14'	8.66'	17.05'	19°37'00"
C34	50.00'	122.86'	100.00'	92.31'	140°42'00"
C35	25.00'	13.38'	6.85'	13.22'	30°39'00"
C36	475.00'	204.00'	103.43'	202.40'	24°36'00"
C37	325.00'	228.03'	117.94'	223.29'	40°12'00"
C38	425.00'	74.17'	37.14'	74.07'	10°00'00"
C39	425.00'	56.83'	28.43'	56.79'	7°39'00"
C40	425.00'	74.17'	37.14'	74.07'	10°00'00"
C41	425.00'	22.44'	11.22'	22.43'	3°01'00"

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N89°59'00"E	93.53'
L2	N00°00'00"W	50.00'
L3	N89°57'00"W	50.00'
L4	N00°04'00"W	50.00'
L5	S89°57'00"E	50.00'
L6	N00°00'00"W	50.00'
L7	N89°57'00"E	50.00'
L8	N00°03'00"E	50.00'
L9	S89°57'00"W	50.00'
L10	N00°00'00"W	50.00'
L11	N89°57'00"E	50.00'
L12	N00°00'00"W	50.00'
L13	N89°57'00"E	50.00'
L14	N00°00'00"W	50.00'
L15	N89°57'00"E	50.00'
L16	N00°00'00"W	50.00'
L17	N89°57'00"E	50.00'
L18	N00°00'00"W	50.00'
L19	N89°57'00"E	50.00'
L20	N00°00'00"W	50.00'
L21	N89°57'00"E	50.00'
L22	N00°00'00"W	50.00'
L23	N89°57'00"E	50.00'
L24	N00°00'00"W	50.00'
L25	N89°57'00"E	50.00'
L26	N00°00'00"W	50.00'
L27	N89°57'00"E	50.00'
L28	N00°00'00"W	50.00'
L29	S00°02'00"E	22.50'

NOTE:
1 THE VALUE OF THE TWO SETS OF COORDINATES SHOWN HEREON WERE OBTAINED WITH GLOBAL POSITIONING RECEIVERS WITH REFERENCE TO STATION KIRBY S.W. BASE PID AA7033335 (NAD83) IS NADS 1993 (HRD) IS 111 STATE PLANE COORDINATES ARE GRID SCALE FACTOR IS 0.999878 ROTATION GRID TO PLAT IS 00°15'41"

2 CONTROL MONUMENTS AS SHOWN "MONUMENT A 1/2" REBAR WITH CAP"

3 R.P.R. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS
D.P.R. - DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.

4 BASIS OF BEARING IS THE PLAT OF ENCINO PARK SUBDIVISION RECORDED IN VOLUME 9582, PAGES 24-28, D.P.R.

5 FF = FINISHED FLOOR ELEVATIONS DETERMINED BY SETTING THE SENSOR LAYERS AT 2% SLOPE FROM THE SENSOR MAIN INVERT ELEVATION TO THE BUILDING SENSOR LINE MINIMUM ELEVATION

NOTE:
ALL PRIVATE STREETS SHOWN HEREON ARE ALSO WATER, ELECTRIC, GAS, SANITARY SEWER, ILLUMINATION, CABLE TV AND DRAINAGE EASEMENTS

LOT 1, BLOCK 1 INCLUDES ALL PRIVATE STREETS (4.120 AC INSIDE UNIT)

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

STATE OF TEXAS }
COUNTY OF BEXAR}

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATIONS HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF LOTS, STREETS, AND DRAINAGE LAYOUTS AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES THAT MAY BE GRANTED BY THE PLANNING COMMISSION OF THE CITY.

Paul W. Denham
REGISTERED PROFESSIONAL ENGINEER

SHOWN TO & SUBSCRIBED BEFORE ME THIS THE 30 DAY OF September A.D. 1997

Arthur L.L. Wright
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STATE OF TEXAS
PAUL W. DENHAM
59458
REGISTERED PROFESSIONAL ENGINEER

ARTHUR LEE WRIGHT
Notary Public, State of Texas
My Comm Exp 11/08/97

W.I. CASILLA & ASSOCIATES, INC.
Engineers • Surveyors • Planners
1030 W Hildebrand San Antonio, Texas 78201 (210) 734-5351

DRAWN BY: I.R.
JOB ORDER NO 46293.00

STATE OF TEXAS }
COUNTY OF BEXAR}

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATIONS HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF LOTS, STREETS, AND DRAINAGE LAYOUTS AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES THAT MAY BE GRANTED BY THE PLANNING COMMISSION OF THE CITY.

Dion P. Albertson
REGISTERED PROFESSIONAL LAND SURVEYOR

SHOWN TO & SUBSCRIBED BEFORE ME THIS THE 30 DAY OF September A.D. 1997

Arthur Lee Wright
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STATE OF TEXAS
DION P. ALBERTSON
4963
REGISTERED PROFESSIONAL LAND SURVEYOR

ARTHUR LEE WRIGHT
Notary Public, State of Texas
My Comm Exp 11/08/97

STATE OF TEXAS }
COUNTY OF BEXAR}

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

Tim Meredith
OWNER OF ENCINO RANCH JOINT VENTURE LTD.
AN ARIZONA LIMITED GENERAL PARTNER

OWNER/AUTHORIZED AGENT

STATE OF TEXAS }
COUNTY OF BEXAR}

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Tim Meredith KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND & SEAL OF OFFICE THIS 6th DAY OF October A.D. 1997

Tari Sue Kicklighter
NOTARY PUBLIC IN BEXAR COUNTY, TEXAS

TARI SUE KICKLIGHTER
NOTARY PUBLIC
State of Texas
Comm Exp 08-15-2001

UNPLATTED

A REMAINING PORTION OF A 74.55 ACRE TRACT (VOL 6377, PG 469 O.P.R.)

UNPLATTED

REMAINING PORTION OF 2.174 ACRES (VOL 3870, PG 1374 O.P.R.)

UNPLATTED

UNPLATTED

STATE OF TEXAS }
COUNTY OF BEXAR}

THIS PLAT OF ENCINO RANCH SUBDIVISION UNIT 1 HAS BEEN SUBMITTED TO AND APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION

DATED THIS 22 DAY OF Oct A.D. 1997
THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS.

BY: Murray Fox Johnson
BY: [illegible]
SECRETARY

STATE OF TEXAS }
COUNTY OF BEXAR}

I, GERRY RICKHOFF COUNTY CLERK OF SAID COUNTY DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 13th DAY OF MARCH A.D. 1998 AT 1:48 P.M. AND DULY RECORDED THE 17th DAY OF MARCH A.D. 1998 AT 10:21 A.M. IN THE RECORDS OF DEEDS & PLATS OF SAID COUNTY, IN BOOK VOLUME 9539 ON PAGE 167

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 17th DAY OF MARCH A.D. 1998

COUNTY CLERK, BEXAR COUNTY, TEXAS
BY: Esther R. Gonzalez DEPUTY

Filed for Record in: BEXAR COUNTY, TX
On Mar 13 1998
At 1:48pm
Receipt # 20500
Recording: 6.00
Doc/Num : 98- 0039942
Deputy -Jane Estrada

10-02-06 P04:16 IN

VRPH 07-10-001

I:\draw\Encino\Enc-Rch\unit-1\ENC-R-U1 Tue Sep 30 12:41:07 1997 Brian Hanan