



# City of San Antonio, Texas

Department of Development Services

March 10, 2008

Alan Lindskog  
Civil Engineering Consultants  
11550 IH 10 West, Ste. 395  
San Antonio, TX 78230

RE: Rights Determination File: # 08-02-006 (Laurel Mountain Elementary School)

Dear Mr. Lindskog:

We have reviewed your rights determination that was submitted on February 12, 2008. Based on the information provided the following is our official finding:

Staff disapproves statutory rights for an Elementary School with a requested date of February 17, 2003, based on the fact that the school was not identified in MDP 791. However, staff will approve statutory rights effective December 15, 2004 for an Elementary School which was identified in MDP 791-A consisting of 19.68 acres, consistent with MDP 791-A and Fair Notice 08-0015. Please note that the statutory rights recognized for this project will expire unless the criterion described in Section 35-712 and 35-717 has been satisfied.

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

Sincerely,

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

*Ralph Hoffmeyer*  
P.D.V.I. BY  
3/27/08  
DSTE

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

LAND DEVELOPMENT SERVICES DIVISION

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

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

Type: [X] Rights Determination

[ ] Consent Agreement

Instructions:

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

Note: Must comply with the UDC, §35-B128 Rights Determination for the City of San Antonio.

Owner: Northside Independent School District

Agent: \_\_\_\_\_

Phone: 210-397-1200 Fax: 210-397-1212

Address: 5900 Evers Road

City: San Antonio State: Texas Zip code: 78238-1316

Engineer/Surveyor: Civil Engineering Consultants

Contact: Alan D. Lindskog, P.E

Address: 11550 IH 10 West Suite 395 Phone#: 210-641-9999

City: San Antonio State: Texas

Zip code: 78230

Name of Project: Laurel Mountain Elementary School

Site location or address of project and legal description:

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The legal description of the property ( as shown on Bexar Appraisal District Records: **CB 4335 P-7B (4.80)ABS 871 and CB 4337 P-1B (15.08) ABS 1041, Bexar County, Texas. The property ID is 1058708 and the Geographic ID is 04335-000-0073**

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LAND DEVELOPMENT  
SERVICES DIVISION

The property is located in the southwest corner of the property shown on the Seale 351 Acre MADP (#761) and is located on the east side of Grossenbacher Road approximately 11,000 feet north of Highway 90.

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

1. Describe current use(s) of the property: Property is currently vacant and not under use. NISD is proceeding with development of plans for an elementary school.
2. Describe the specific Project and the expected use(s) to be created by this Project including the nature, extent, and density or intensity of each use for which rights are being claimed (type of development, number of buildings, type of building(s), specific use(s) of those buildings, etc.)? Please be aware that the city must understand exactly what this Project is with requests based on MDPs, POADPs or plat applications.
  - (a) Nature of the project: Elementary School for Northside ISD
  - (b) Total land area, in square feet: 865,973 square feet (19.88 acres)
  - (c) Total area of impervious surface, in square feet: Impervious surface (roof area, parking, drives, walks, hardscape play areas, etc) is estimated at 280,000 to 320,000 square feet. Actual area will depend on final site layout.
  - (d) Number of residential dwellings units, by type: Non Residential Development
  - (e) Type and amount of non-residential square footage (ground floor building footprint only):  
The footprint of the school is estimated at 100,000 square feet. This area is subject to change as the final building layout is developed and approved by Northside ISD. Northside ISD typically includes room for the addition of four to five portable buildings at a later date. The total footprint for the portables is estimated at 10,000 s.f.
  - (f) Number of buildings: One main building. There may be accessory structures for equipment and maintenance equipment storage and portable buildings may be added at a later date.
  - (g) Phases of the development (if applicable): The permanent facilities will be constructed in one phase. The portables will be added at a later date if required.
3. List ordinances to which the Project described in item #2 above will seek exception to based on the date requested for recognition of rights. State specific sections of the San Antonio Municipal Code and their effective dates:

The applicant will seek exception to the Landscape and Tree Preservation Ordinances passed after the effective date of the Vested Rights Permit (February 27, 2003). These ordinances have been codified into Chapter 36 Section 5-523 of the Unified Development Code. The individual ordinances are identified as follows:

97332	03-13-2003
97602	05-08-2003
98697	01-08-2004
101816	12-15-2005
2006-11-02-1258	11-02-2006

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SERVICES DIVISION

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

**PERMIT**

Type of Permit: Vested Rights

Date of Application: May 13, 2003

Permit Number: 03-05-049

Date issued: May 20, 2003

Expiration Date: N.A.

Acreage: 351.25 Acres

**P.U.D. PLAN**

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

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

**PLAT APPLICATION**

*Fair Notice required with plat application*

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

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

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

**APPROVED PLAT**

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

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

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

**OTHER PERMITS:**

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Referenced Vested Rights Permit is based on a sewer contract with SAWS. A copy of that contract is attached.

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

No expenditure other than those associated with the acquisition of the property have been incurred by Northside ISD. Northside ISD is entering into contracts with Noonan Rittiman Architects for the design of the facilities and with Civil Engineering Consultants for surveying and platting related activities. These contracts have not been formalized.

6. Requested date for claim of rights for this Project: February 17, 2003

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

The developer (Milestone Properties) who sold the property to the district is currently extending water and sewer to the site. The facilities have been installed but have not been accepted. The estimate cost of the water and sewer is \$200,424. The developer is also obligated to provide a public street fronting on the east property line of the property.

The developer also plugged an existing water well that was located on the tract.

**Consent Agreements Only:**

In addition to the required processing as set forth above, a request for Consent Agreement Approval shall include, but shall not be limited to the following:

- A timing and phasing plan for the proposed development;
- A plan for the provision of public facilities and services to the proposed development, by phase;
- The conditions under which the proposed development will be authorized to proceed; and
- The conditions under which approvals or permits will lapse or may be revoked.

*A document shall be considered "verified" or "certified", whether an original or a copy, if it is signed by*

the official with decision making authority for the permit application.

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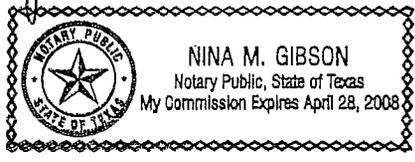
7. Sworn statement:

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

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

Print name: JIM G. MARTIN Signature: [Signature] Date: 1/22/08

Sworn to and subscribed before me by JIM MARTIN on this 22 day of January in the year 2008, to certify which witness my hand and seal of office.



[Signature]  
Notary Public, State of Texas

Director's Decision:  Approved  Denied

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Development Services Department

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

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



CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, INC.  
SAN ANTONIO • LAREDO

April 10, 2008

Melissa Ramirez  
Senior Management Analyst  
Land Entitlements  
Development Services  
City of San Antonio  
1901 S Alamo  
PO Box 839966  
San Antonio TX 78253-3966  
(210)207-7038

Dear Melissa Ramirez:

On behalf of the Northside Independent School District, please consider this as notice that Northside Independent School District wishes to appeal the City's denial of a Vested Rights date of February 17, 2003 for the 19.88 acres described in the Vested Rights Determination submitted on February 12, 2008. The District believes that the school is a normal and customary part of single family residential developments and that the number of sewer EDUs granted by the sewer contract used by the developer to obtain Vested Rights would not be adversely impacted by the use of this property for a school.

Should you need additional information for this appeal please let me know.

Sincerely

A handwritten signature in black ink, appearing to read 'Alan D. Lindskog', with a long horizontal flourish extending to the right.

Alan D. Lindskog PE  
Principal

Cc: Northside ISD (Him Martin, Bill Peters, Vernon Dunagin)



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

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LAND DEVELOPMENT  
 SERVICES DIVISION

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

Notice Number: FN08-0011

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

<b>COSA USE ONLY</b>	
Expiration date: <u>3/28/08</u>	Authorized Rep: <u>Larry Od:5</u>

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

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

**RD # 08 - 02 - 006**

City of San Antonio Development Services Department  
Fair Notice Form  
(Cont'd)

FN08-0011

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

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

LAND DEVELOPMENT  
SERVICES DIVISION

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- \*  SAWS/ Utilities No. Resolution 03-038 \*  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: School

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

7. For all site plans please complete the following:

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

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

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

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

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

**RD # 08 - 02 - 006**

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

(g) **Other Special District(s):** Land Allocation in Square Feet & Acreage 865,973 Sq. ft. – 19.88 acres  
Use Allocation in Square Feet & Acreage 865,973 sq. ft. – 19.88 acres  
Impervious Cover 280,000 to 320,000 +/- s.f.

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

FN08-0011

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8. **Project Name:** Laurel Mountain Elementary School

Property Description: 19.88 acres (BCAD 1058708, Geographic ID 04335-000-0073) located in the Seale 08 FEB 12 PM 3:21

351 Acre MDP

LAND DEVELOPMENT  
SERVICES DIVISION

**Owner:** Northside ISD Phone: 210-397-1200 Fax: 210-397-1212

Address: 5900 Evers Road City: San Antonio State Texas Zip Code: 78238

**Agent:** \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Applicant:** \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Engineer/Surveyor:** Civil Engineering Consultants Phone: 210-641-9999 Fax: \_\_\_\_\_

Address: 11550 IH 10 West #395 City: San Antonio State Texas Zip Code: 78230

Contact Person Name: Alan D. Lindskog, P.E. E-mail: lindskog@cectexas.com

Phone: 210-641-9999 Fax: 210-641-6440

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

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

Council District: OCL School District: NISD Ferguson map grid: 611 E7, F7

**Owner or Authorized Representative:**

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

Print Name: Alan D Lindskog Signature: 

Address: 11550 IH 10 West #395 City: San Antonio State Texas Zip Code: 78230

E-mail: lindskog@cectexas.com

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

**RD#08-02-006**

RD#08-02-006

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CITY OF SAN ANTONIO  
OFFICE OF THE CLERK

City of San Antonio

03 MAY 15 11:12 AM



LAND DEVELOPMENT  
New  
Vested Rights Permit  
APPLICATION

Permit File: # 03-05-049  
Assigned by city staff

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

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 this application and attach 2 maps of the property and 2 sets of all supporting documents.

**Note: All Applications must have a Site Map showing the Area Boundary (Attached).**

Owner/Agent: Milestone Properties, LLC Phone: (210) 828-1662 Fax: (210) 805-9585  
 Address: P.O. Box 6862, San Antonio, Texas Zip code: 78209  
 Engineer/Surveyor: Overby Descamps Engineers Phone: (210) 828-3520 Fax: (210) 828-3599  
 Address: 11815 Warfield, San Antonio, Texas Zip code: 78216

1. Name of Project: Grosenbacher/FM 1604 Tract
2. Site location or address of Project: Between Loop FM 1604 and Grosenbacher Road
3. Council District N/A ETJ Yes Over Edward's Aquifer Recharge? ( ) yes (x) no
4. What is the specific purpose of this 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.)? Please be aware that the city must understand exactly what this Project is expected to accomplish in order to evaluate this application.  
Approximately 20 acres will be for commercial use and will front FM 1604  
Approximately 1655 single family lots.
5. What is the date the applicant claims rights vested for this Project? February 27, 2003
6. What, if any, construction or related actions have taken place on the property since that date?  
None

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RD # 08 - 02 - 006  
Permit File #

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

- PERMIT

Type of Permit: Sewer Service Contract Date of Application: \_\_\_\_\_  
 Permit Number: Resolution No. 03-038  
Resolution No. 03-039 Date issued: February 27, 2003  
 Expiration Date: N/A Acreage: 351.25

- 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

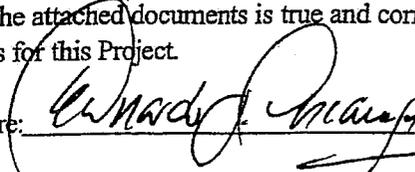
Plat Name: \_\_\_\_\_ Plat # \_\_\_\_\_ Acreage: \_\_\_\_\_ Approval  
 Date: \_\_\_\_\_ Plat recording Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Vol./Pg. \_\_\_\_\_

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

- Other

**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: Eduardo J. Descamps, P.E. Signature:  Date: 05/13/03

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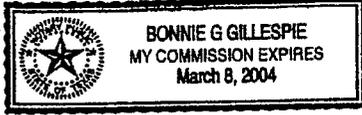
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Permit File # \_\_\_\_\_

Sworn to and subscribed before me by Eduardo Descamps on this 13<sup>th</sup> day of May in the year 2003, to certify which witness my hand and seal of office.

LAND DEVELOPMENT SERVICES DIVISION



Bonnie G. Gillespie  
Notary Public, State of Texas

City of San Antonio use

Permit File: # \_\_\_\_\_

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

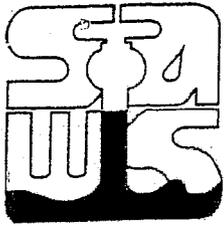
Assigned by city staff

Approved *As of Feb 27, 2003*  
*subject to assignment prohibitions as per contract*       Disapproved

Review By: [Signature]  
Assistant City Attorney

Date: 5-20-03

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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San Antonio Water System

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LAND DEVELOPMENT  
SERVICES DIVISION

**RD#08-02-006**

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OVERBY DESCAMPS ENGRS.

FEB 28 2003

FILE \_\_\_\_\_

February 27, 2003

Eduardo J. Descamps, P.E., President  
Overby Descamps Engineers, Inc.  
11815 Warfield  
San Antonio, Texas 78216

**RE: AN APPROVED ORIGINAL OSA SEWER SERVICE CONTRACT FOR MILESTONE PROPERTIES, LLC FOR THE 138.43-ACRE GROSENBACHER/FM 1604 TRACT, LOCATED BETWEEN LOOP 1604 AND GROSENBACHER ROAD, IN BEXAR COUNTY, TEXAS.**

Dear Mr. Descamps:

Enclosed you will find an approved OSA Sewer Service Contract with its corresponding attachments. The contract for Milestone Properties, LLC was approved on February 4, 2003 through Resolution No. 03-038 for a total of 767 EDU's for residential and commercial use.

Should there be any other questions regarding this contract please call me at (210) 704-7114 or e-mail me at [sjohnson@saws.org](mailto:sjohnson@saws.org).

Sincerely,

A handwritten signature in black ink, appearing to read 'Samuel Johnson, Jr.', written in a cursive style.

Samuel Johnson, Jr., B.S.C.E.  
Development Engineering Division  
Infrastructure Development Department

Attachments: 2 Original OSA Sewer Service Contracts

OSACONTR\_APPROVED-TODEV.DOC

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LAND DEVELOPMENT  
SERVICES DIVISION

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

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

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**I. DEFINITIONS**

- A. Code. City Code of the City of San Antonio, Texas and amendments thereto.
- B. Designated Regional Agent Boundary. By the authority of the Texas Water Quality Board Order No. 72-0120-11 passed and approved on January 20, 1972, as amended and as may be amended, the City of San Antonio was designated as the responsible governmental agency to construct, operate, and maintain sewerage systems within a defined geographic Regional Agent Boundary area approximately 360 square miles.
- C. Developer. Owner of the project, his subsequent purchasers, successors, and/or assigns.
- D. Director of Infrastructure Development. The Director of Infrastructure Development of the San Antonio Water System or his/her designated representative.
- E. Project or Tract. An approximately **140-acre Grosenbacher/Loop 1604 Tract located between Grosenbacher Road and Loop 1604**, situated within the Outer Service Area, and outside the San Antonio City Limits, in Bexar County, Texas.
- F. Off-site. Any structure, facility, equipment, or installation, the purpose and function of which is to receive wastewater from the Project's internal collection system and to transport, treat, and ultimately discharge that wastewater to a receiving stream at a permanent location as determined by the System. All systems between the on-site system and the receiving stream, and the on-site systems, other than properly sized gravity lines, shall be considered temporary facilities until such system(s) are determined by the Director of Infrastructure Development to be an integral part of the System's regional sewerage system. Examples of off-site facilities include, but are not limited to the following: pump, truck, haul and treat operations; temporary treatment plants; lift station and force main systems; gravity flow mains; permanent regional wastewater plants and supporting facilities and improvements or approved modifications to existing facilities such improvements or approved modifications as more fully defined in

Initials: JSR

Date: 12/26/02

ORIGINAL

Initials: CS

Date: 01/29/03

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LAND DEVELOPMENT SERVICES DIVISION

recording and initial sewer service. It is expressly understood and agreed by the Developer that this initial Master Plan, Engineering Report and Water Plan, along with subsequent amendments and revisions to same should they occur, are included instruments to this Contract and are binding upon the Developer for the purpose of demonstrating to the Director of Infrastructure Development proposed and actual land uses and the resulting sewage flows reasonably expected to be generated from such land uses. Developer further agrees to modify such instruments as may be reasonably required by the Director of Infrastructure Development and to provide the Director of Infrastructure Development with subsequent updated revisions of the Master Plan, Engineering Report and/or Water Plan made independently by Developer.

- B. Any Development within the Project tract shall be in accordance with Chapter 35 (with the specific exception on Subsection (d) of Section 35.4266, "On-site mains") of the City Code, and any amendments, revisions, recodification thereto that specifically relates to land use, occupancy, and resulting wastewater flows. (This section does not place the land within the Project tract under the jurisdiction of the City's zoning authority; such jurisdiction authority shall only be acquired upon annexation.)
- C. In the event that the appropriate regulatory agency(ies) will allow short term interim sewer service 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 Infrastructure Development covering the cost of temporary pump, truck, haul and treat operations for a twelve (12) month period or any portion thereof should the Developer or his agent fail to provide acceptable service.

In the event the System has the necessary and available manpower and equipment resources to provide this temporary service, the System may supply the temporary pump, truck, haul and treat operations as set out herein. In the event the System does supply such service, upon the request of Developer and with prior approval by the appropriate regulatory agency(ies), and in accordance with the rules and regulations of the applicable Edwards Aquifer Authority 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 Infrastructure Development. The conditions upon which the service 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.

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by both parties that, in accordance with Chapter 395, Local Government Code, V.T.C.A., such obligation to provide sewer service within such five (5) year period does not require the construction of a specific facility to provide such sewer service.

Should Developer request sewer service to the Project earlier than five (5) years, any cost which are directly attributable to supplying such sewer service within such earlier period shall be paid by Developer.

III. SANITARY SEWER MAINS, OVERSIZING AND LIFT STATIONS

A. Main Sizing, Grade and Elevation

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

B. Oversizing

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

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

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

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F. Sewer Lift Stations and Pressure Mains

LAND DEVELOPMENT  
SERVICES DIVISION

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 Infrastructure Development. Should Developer so elect and the Director of Infrastructure Development so concur, all systems shall be designed and constructed at Developer's total expense and at no cost to the System. The Developer may have the option of constructing gravity off-site lines so as to develop preferred gravity flows and eliminate the necessity for the pressure mains and lift stations, subject to prior approval by the System of all design, plans and construction of such systems.

In the event that prerequisite approvals to install on-site and/or off-site pressure main and lift station systems are secured by Developer, the Developer shall establish a fund in the amount of \$60,000.00 dollars, the entire amount for the 10 year period, as approved by the System's Legal Department and the Vice President of Finance for each pressure main and lift station system constructed to serve any property within this tract. The creation and approval of said fund shall be a condition precedent for approval and release for recordation by the System of the plat of the properties for which the pressure main and lift station system shall be constructed to serve. This fund shall guarantee the entire payment of \$60,000.00 dollars, based on present value for 10 years, per Lift Station = \$46,005.61 to the System for each pressure main and lift station system constructed to serve property within said tract for a period of ten (10) years following the post-construction acceptance date of each pressure main and lift station system. *This minimum annual fee may be adjusted in the event that the System formally adopts a new pressure main and lift station system operation and maintenance fee schedule.*

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

A. Cost of Treatment

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

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Recordation of the covenant shall be condition precedent for the System's approval of any plats within said tract. The covenant shall be submitted to the System's Legal Department for review and approval prior to recordation.

LAND DEVELOPMENT  
SERVICES DIVISION

## V. REIMBURSEMENT AND/OR COLLECTION COMPONENT CREDITS

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

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

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

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LAND DEVELOPMENT  
DIVISION

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

**VIII. PRIVATE JOINT VENTURE AGREEMENTS**

In the event 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 Infrastructure Development. However, the System shall not be obligated under this Contract to monitor the proper disbursement of collection component credits between the parties to said Private Joint Venture Agreement.

**IX. ASSIGNMENT**

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

- A. Developer shall notify in writing, the Director of Infrastructure Development evidencing the purpose, intent, terms and effects of the proposed assignment. Developer shall provide the Director of Infrastructure Development with a copy of the proposed assignment.
- B. The Director of Infrastructure Development will review the proposed assignment and shall within thirty (30) days of initial receipt, respond to Developer in writing announcing System's approval, proposed modifications, or disapproval of the proposed assignment.

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**XII. TERMS OF CONTRACT**

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

LAND DEVELOPMENT  
OF (10) YEARS FROM

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

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**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.

LAND DEVELOPMENT  
DIVISION

**IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED IN DUPLICATE**  
ON THE 27<sup>th</sup>, DAY OF February, 2003

**SAN ANTONIO WATER SYSTEM:**

By: [Signature]  
KELLEY NEUMANN, P.E., DIRECTOR  
INFRASTRUCTURE DEVELOPMENT

ATTEST: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER:**  
**MILESTONE PROPERTIES, LLC**

By: [Signature]  
Title: [Signature]

ATTEST: [Signature], P.E.  
Title: PRESIDENT  
OVERBY DEICAMPS ENGINEERS, INC.

Initials: [Signature]  
Date: 12/26/02

**ORIGINAL**

Initials: [Signature]  
Date: 01/29/03

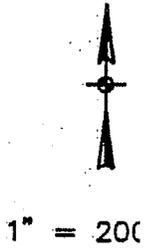
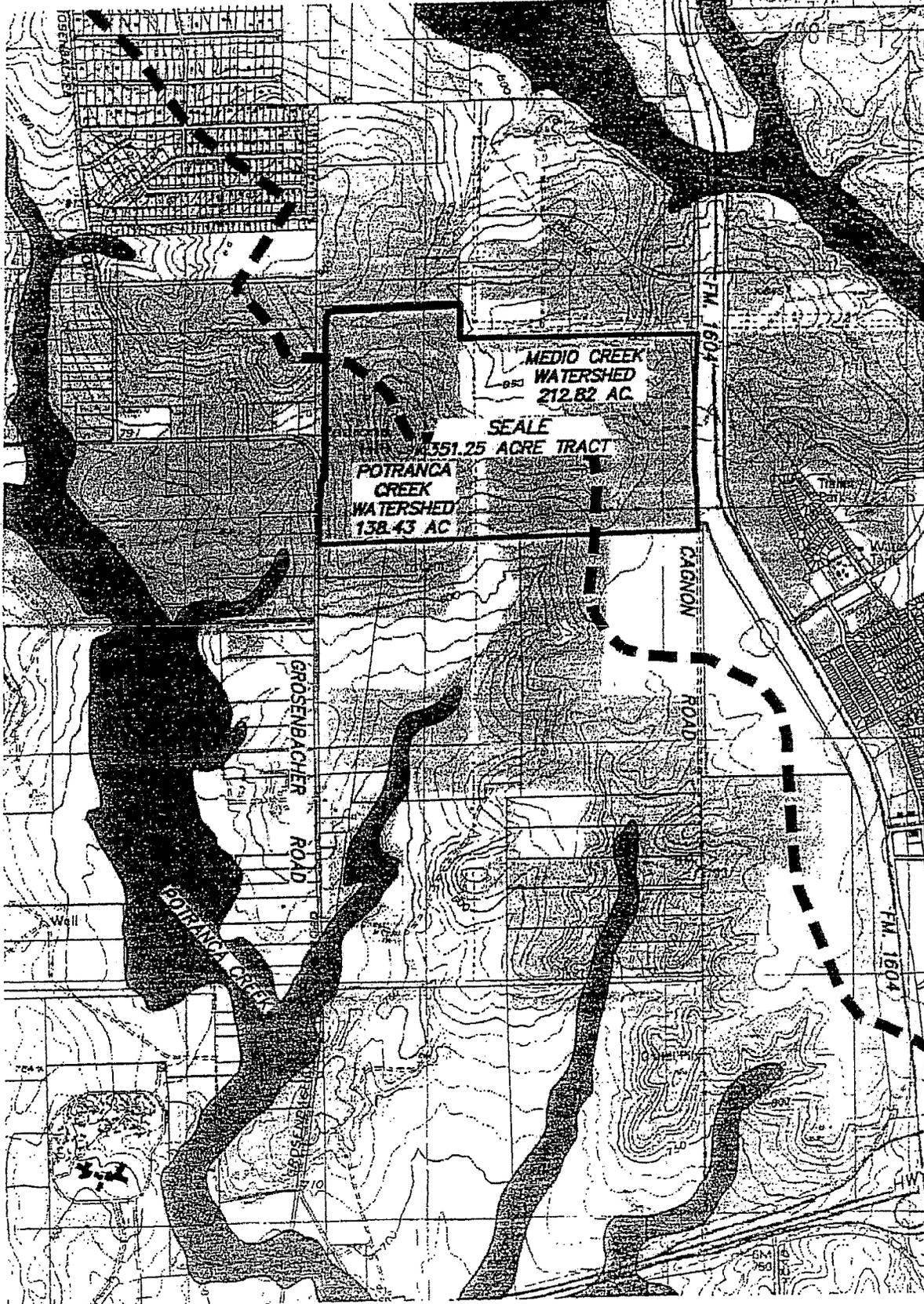
CULEBRA HILL QUADRANG  
BEXAR COUNTY TEXAS  
7.5 MINUTE SERIES (TOPOGRAPHIC)

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DEPARTMENT  
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Attachment #2  
138.43 ACRES  
PAGE 2 OF 2

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THENCE South 90 degrees 00 minutes 00 seconds East, a distance of 800.00 feet to a point; PM 3: 21

THENCE South 75 degrees 00 minutes 00 seconds East, a distance of 810.00 feet to a point;

THENCE South 83 degrees 00 minutes 00 seconds East, a distance of 825.00 feet to a point;

THENCE South 35 degrees 00 minutes 00 seconds East, a distance of 300.00 feet to a point;

THENCE South 05 degrees 00 minutes 00 seconds East, a distance of 400.00 feet to a point;

THENCE South 10 degrees 00 minutes 00 seconds West, a distance of 500.00 feet to a point in the North line of a 202.1 acre tract of land recorded in Volume 1903, Page 125 of the Real Property Records of Bexar County, Texas and being the South line of the said 320.60 acre tract;

THENCE along the North line of said 202.1 acre tract, and the South line of said 320.60 acre tract, South 89 degrees 50 minutes 06 seconds West, a distance of 1072.11 feet to a found 1/2 inch iron pin at the Northwest corner of said 202.1 acre tract and at the Northeast corner of a 197.6 acre tract of land recorded in Volume 7511, Page 19 of the Deed Records of Bexar County, Texas;

THENCE continuing along the South line of said 320.60 acre tract and the North line of said 197.6 acre tract, South 89 degrees 47 minutes 12 seconds West, a distance of 1434.41 feet to a found Lead Plug in concrete at Northwest corner of said 197.6 acre tract and at the Northeast corner of a 15.028 acre tract of land recorded in Volume 3811, Page 1059 of the Real Property Records of Bexar County, Texas;

THENCE continuing along the South line of said 320.60 acre tract and the North line of said 15.028 acre tract, South 89 degrees 44 minutes 36 seconds West, a distance of 1300.05 feet to the POINT OF BEGINNING and containing 138.43 acres of land, more or less.

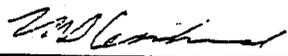
Bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD83.

M:\Project Files\044500\word\petranco creek watershed-m&b.doc

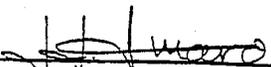
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a contract between the San Antonio Water System and Developer, Milestone Properties, LLC, providing that the System will provide wastewater service to the 140-Acre Grosenbacher/FM 1604 Tract, is hereby approved. The tract is generally located between Loop 1604 and Grosenbacher Road, within the San Antonio Water System's Outer Service Area, and is generally illustrated in Attachment I hereto and incorporated herein for all purposes.
2. That the President/Chief Executive Officer is hereby authorized to execute a standard wastewater service contract with Developer, Milestone Properties, LLC, to provide sewer service to the 140-Acre Grosenbacher/FM 1604 Tract.
3. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, as given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.
4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 4<sup>th</sup> day of February 2003.

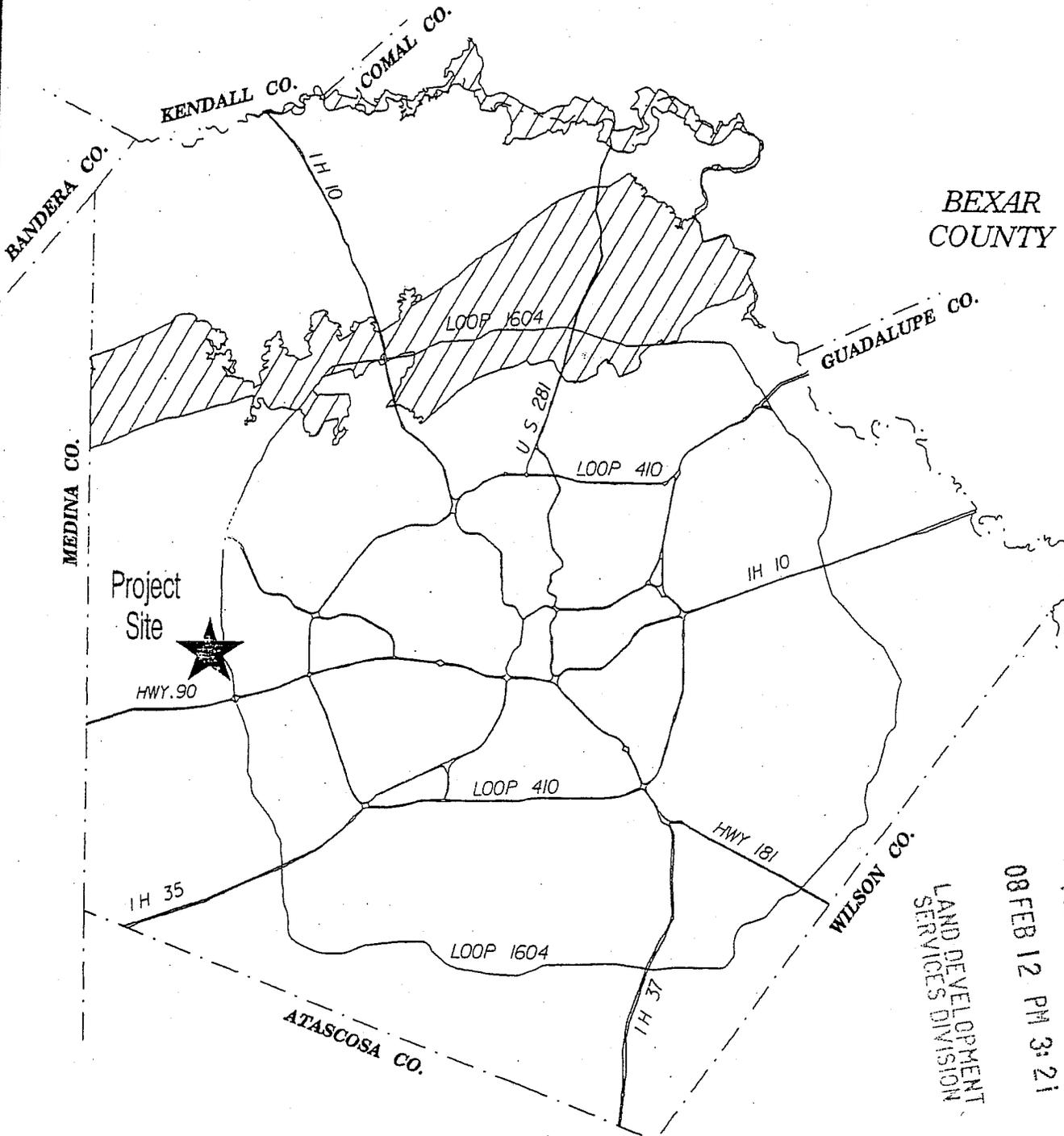
  
 \_\_\_\_\_  
 James M. Mayor, Chairman

ATTEST:

  
 \_\_\_\_\_  
 J. J. Amaro, Secretary

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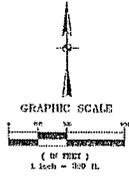
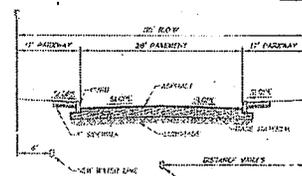
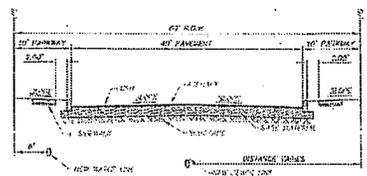
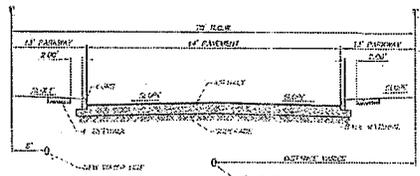
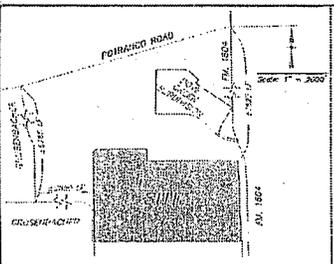
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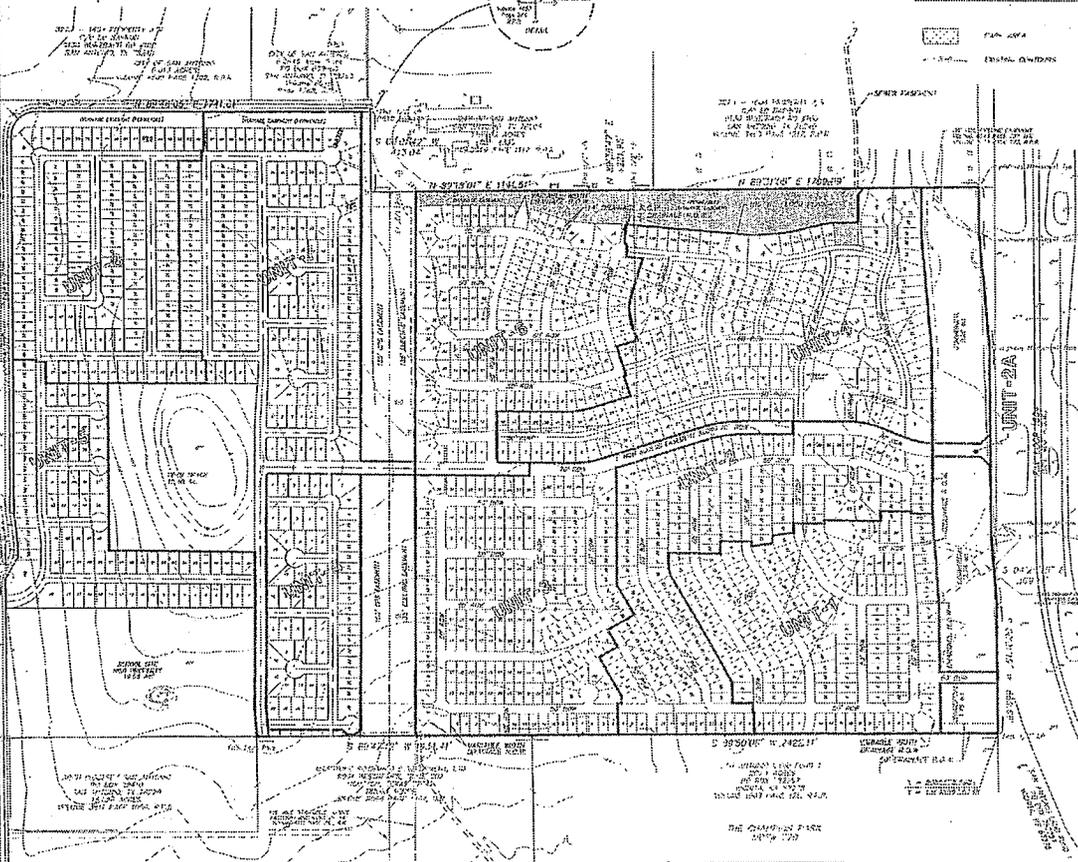
Grosenbacher FM 1604  
140 Acre Tract

PLAN ID NUMBER: **R 0208-02-003**



**LOCATION MAP**

N = 129.00  
 S = 129.00  
 E = 129.00  
 W = 129.00  
 CH = 11445.3247



- NOTES:**
1. THE ELEVATIONS AND COORDINATE STATION ARE BASED ON THE 1983 STATE PLANE COORDINATE SYSTEM, SOUTH ZONAL ZONE, MARIAS.
  2. WATER SERVICE TO BE PROVIDED BY PRIVATE WATER BONDING.
  3. SANITARY SEWER SERVICE WITH SAN SEWER DESIGN CONTRACT THROUGH RESOLUTIONS NO. 03-198 AND 04-197.
  4. GAS AND ELECTRIC SERVICES TO BE PROVIDED BY THE ENERGY.
  5. TELEPHONE SERVICE TO BE PROVIDED BY AT&T.
  6. CABLE TV TO BE PROVIDED BY THE CABLE COMPANY.
  7. ALL EXISTING AND EXPOSED UTILITIES THE DEVELOPMENT WILL BE RELOCATED TO THE PUBLIC.
  8. ALL STREETS ARE LOCAL TYPE "A" EXCEPT A COLLECTOR STREET BETWEEN LOOP 161 AND THE 1540 MOBE TRACT (OPEN SPACE) AND A LOCAL TYPE "B" STREET BETWEEN NORTH AND SOUTH AVENUE TO OPEN SPACE.
  9. THE DEVELOPER WILL MAINTAIN OPEN SPACE AS AGREED WITH THE HISTORIC PRESERVATION OFFICE AND IF REQUIRED BY REQUIREMENTS OF SECTION 16-503 OF THE CITY OF SAN ANTONIO LOCAL DEVELOPMENT CODE (LDC).
  10. THIS DEVELOPMENT WILL MAINTAIN CURBSIDE ALONG THE STREET RIGHT-OF-WAY.
  11. THE DEVELOPER SHALL OBTAIN THE MASTER DEVELOPMENT PLAN AND SUBMIT TO PLANNING APPROVAL OF SUBDIVISION PLATS ASSOCIATED WITH THIS MASTER DEVELOPMENT PLAN AND SUBJECT TO THE REVIEW AND APPROVAL OF A SUBDIVISION MANAGEMENT PLAN IN ACCORDANCE WITH APPROVAL BY RESOLUTION 03-219 OF THE CITY OF SAN ANTONIO LOCAL DEVELOPMENT CODE.
  12. THE DEVELOPER WILL REQUEST TO PARTICIPATE IN THE REGIONAL STREET NETWORK MANAGEMENT PROGRAM AND SHALL PAY A FEE BY LETTER OF CREDIT. THERE ARE NO VARIANCE CIRCUMSTANCES UNDER 2000 IF DISCREPANCY OF ANY KIND TO RECORD THIS PROPERTY DIMENSIONS.
  13. ALL ACRESSES SUBJECT TO EASEMENT NOTICES.
  14. THE LOCAL TYPE "A" STREETS ARE DESIGN FOR INFORMATION PURPOSES ONLY AND ARE SUBJECT TO CHANGE BY THE USE OF PLANNING. AS LONG AS CHANGE DOES NOT AFFECT THE SUBDIVISION MAPS APPROVED (AND SECTION 16-503 OF THE CITY OF SAN ANTONIO LOCAL DEVELOPMENT CODE).
  15. ALL LOTS ARE FOR RESIDENTIAL PURPOSES ONLY. UNIT LAYOUTS WILL BE FORWARDED WITH PLAT SUBMITTAL.
  16. THERE IS NO ALTERNATIVE PROPOSED WATER AND SEWER SYSTEM PROPOSED. SEWERAGE WILL BE INSTALLED WITH THE TYPICAL STREET SECTION ANNOTATED.
  17. LAND USES -
    - 1. Flood Plain = 2.12 Acres
    - 2. 1973 Zoned = 29.07 Acres
    - 3. Commercial = 18.82 Acres
    - 4. Open Space = 15.40 Acres
    - 5. School Site = 18.88 Acres
    - 6. Major Family Residential = 263.18 Acres
    - Total Area = 351.25 Acres
    - Unit 1 = 100 Lots (20x110')
    - Unit 2 = 100 Lots (20x110')
    - Unit 3 = 100 Lots (20x110')
    - Unit 4 = 110 Lots (20x110')
    - Unit 5 = 100 Lots (20x110')
    - Unit 6 = 100 Lots (20x110')
    - Unit 7 = 100 Lots (20x110')
    - Unit 8 = 100 Lots (20x110')
    - Total No. of Lots = 1100
    - Density = 4.97 Lots/Acre
  18. THE CHAIRMAN'S PARK HAS SEWER TIE CONNECTIONS TO THIS PROPERTY. HE HAVE ONE CONNECTION IN UNIT 1 AND ONE CONNECTION IN UNIT 2.
  19. ROAD IS BEING BUILT BY LAND LOTS. THE ROAD PLAN IS TO BE BUILT IN THE UNDEVELOPED PORTAGE ROAD AREA TO BE USED AS THE RECORDED HIGHWAY LANE AND THE PORTAGE ROAD LANE THAT WILL BE USED AS THE SIDEWALKED HIGHWAY LANE. IT IS ANTICIPATED AS TO WHEN ALL REPRESENTATIVE LOT PLATS WILL BE SUBMITTED FOR REVIEW. THE PORTAGE ROAD AND HIGHWAY LANE, BUILT AT THIS TIME, IS PROVIDED ONLY FOR CROSSING, NOT AT THIS AND PORTAGE ROAD AND HIGHWAY LANE.
  20. THERE IS A 15' MIN ACCESS EASEMENT ALONG TO CI ROW BETWEEN LOTS 14, 18, 24 AND THE 1540 MOBE TRACT (OPEN SPACE).

LOT NUMBER	LOT SIZE (SQ FT)	NO. OF LOTS
101-110	110	100
111-120	110	100
121-130	110	100
131-140	110	100
141-150	110	100
151-160	110	100
161-170	110	100
171-180	110	100
181-190	110	100
191-200	110	100
TOTAL	1100	1100

**Owner / Developer:** Milestone Patrancia Development, Ltd.  
 Attn: Chasley L. Swann  
 P.O. Box 6862  
 San Antonio, Texas 78209

**Engineer:** Overby Descomps Engineers, Inc.  
 11815 Worldfield  
 San Antonio, TX 78216

**REVISIONS**

NO.	DATE	DESCRIPTION
1	08/11/2008	ISSUED FOR PERMITS
2	08/11/2008	ISSUED FOR PERMITS
3	08/11/2008	ISSUED FOR PERMITS
4	08/11/2008	ISSUED FOR PERMITS
5	08/11/2008	ISSUED FOR PERMITS
6	08/11/2008	ISSUED FOR PERMITS
7	08/11/2008	ISSUED FOR PERMITS
8	08/11/2008	ISSUED FOR PERMITS
9	08/11/2008	ISSUED FOR PERMITS
10	08/11/2008	ISSUED FOR PERMITS
11	08/11/2008	ISSUED FOR PERMITS
12	08/11/2008	ISSUED FOR PERMITS
13	08/11/2008	ISSUED FOR PERMITS
14	08/11/2008	ISSUED FOR PERMITS
15	08/11/2008	ISSUED FOR PERMITS
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70	08/11/2008	ISSUED FOR PERMITS
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99	08/11/2008	ISSUED FOR PERMITS
100	08/11/2008	ISSUED FOR PERMITS

This Master Development Plan is hereby approved by the City of San Antonio Director of Planning Department.

Date: 08/11/2008  
 Title: Director of Planning Department