

AN ORDINANCE 2006-06-29-0821

**AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN ANTONIO BY AMENDING CHAPTER 35, UNIFIED DEVELOPMENT CODE, SECTION 35-304, OFFICIAL ZONING MAP OF THE CITY CODE OF SAN ANTONIO, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARY OF CERTAIN PROPERTY.**

\* \* \* \* \*

**WHEREAS**, a public hearing was held regarding this amendment to the Official Zoning Map at which time parties in interest and citizens were given an opportunity to be heard; and

**WHEREAS**, the Zoning Commission has submitted a final report to the City Council regarding this amendment to the Official Zoning Map of the City of San Antonio; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** Chapter 35, Unified Development Code, Section 35-304, Official Zoning Map, of the City Code of San Antonio, Texas is amended by changing the zoning district boundary of 46.18 acres out of NCB 14859 and NCB 34725 from "O-1 ERZD" Office Edwards Recharge Zone District, "O-2 ERZD" Office Edwards Recharge Zone District and "ED ERZD" Entertainment Edwards Recharge Zone District to "MPCD ERZD" Master Planned Community Edwards Recharge Zone District.

**SECTION 2.** A description of the property is attached as Exhibit "A" and made a part hereof and incorporated herein for all purposes.

**SECTION 3.** The City Council approves the Master Planned Community District so long as the attached site plan is adhered to. The site plan is attached as Exhibit "C" and made a part hereof and incorporated herein for all purposes.

**SECTION 4.** This change of zoning district boundary is conditioned on the requirement that the impervious cover on the property described by this ordinance shall not exceed 65%.

**SECTION 5.** The owner or owner's agent shall inform any person leasing this tract or any portion of this tract that storage of chemicals and/or hazardous materials is not permitted. Provisions prohibiting the storage of chemicals and/or hazardous materials shall be included in the lease agreement. The owner or owner's agent shall provide a copy of the of the lease provisions regarding the storage of chemicals and/or hazardous materials to the Aquifer Protection and Evaluation Section of the San Antonio Water System for approval. The Aquifer Protection and Evaluation Section of the San Antonio Water System may randomly inspect, without notice, any or all facilities on the site to ensure compliance with this ordinance.

**SECTION 6.** All water pollution abatement structures or features approved by the Texas Commission on Environmental Quality shall be properly maintained and kept free of trash and debris. A water quality maintenance plan and schedule agreement signed by the property owner must be submitted to the Resource Protection Division of SAWS. If at any time the ownership of the property changes, the seller must disclose to the buyer all the requirements of the water quality maintenance plan. A water quality maintenance plan signed by the new owner must be submitted to the Resource Protection Division of SAWS.

**SECTION 7.** Landscaped areas shall be sensitive to minimizing water needs, i.e., use of native plants. Each purchaser of an individual lot or tenant within this development shall be informed by the seller or lessor in writing about Best Management Practices (BMP) for pesticide and fertilizer application. Preventing Groundwater Pollution, A Practical Guide to Pest Control, available from the Edwards Aquifer Authority (210/222-2204), or equivalent information produced by the U.S. Natural Resource Conservation Service, the Texas Department of Agriculture, or the U.S. Department of Agriculture shall be used.

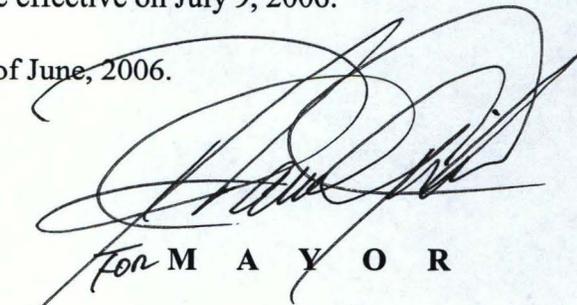
**SECTION 8.** All other provisions of Chapter 35 except those expressly amended by this ordinance shall remain in full force and effect including the penalties for violations as made and provided for in Section 35-491.

**SECTION 9.** The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

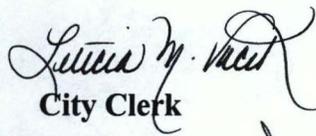
**SECTION 10.** If a court of competent jurisdiction enters a final judgment on the merits that is no longer subject to appeal and substantially limits or impairs the essential elements of sections one through five of this ordinance, then sections one through five are invalid and have no legal effect as of the date of entry of such judgment notwithstanding any other ordinance or provision of the City Code of San Antonio.

**SECTION 11.** This Ordinance shall become effective on July 9, 2006.

**PASSED AND APPROVED** this 29th day of June, 2006.



For M A Y O R

**ATTEST:**   
City Clerk

**APPROVED AS TO FORM:**   
For City Attorney



# Agenda Voting Results

**Name:** Z 4

**Date:** 06/29/06

**Time:** 06:41:47 PM

**Vote Type:** Multiple selection

**Description:** ZONING CASE #Z2006098 (District 8): An Ordinance changing the zoning district boundary from "O-1 ERZD" Office Edwards Recharge Zone District, "O-2 ERZD" Office Edwards Recharge Zone District and "ED ERZD" Entertainment Edwards Recharge Zone District to "MPCD ERZD" Master Planned Community Edwards Recharge Zone District on 46.18 acres out of NCB 14859 and NCB 34725, 16000 Block of La Cantera Parkway as requested by Brown, P.C., Applicant, for Cantera-Parkway Development Partners of SA, LP, Owner(s). Staff and Zoning Commission recommend Approval.

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2	Not present			
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5			x	
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7			x	
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

**Z2006098**

FIELD NOTES

FOR

A 46.175 acre, or 2,011,389 square feet more or less, tract of land being comprised of a 1.201 acre tract, being all of a called 1.1998 acre tract, and a 44.975 acre tract being all of that called 44.98 acre tract, both conveyed in Special Warranty Deed to Talley-Ho Venture, Ltd recorded in Volume 11819, Pages 1848-1856 of the Official Public Records of Real Property of Bexar County, Texas, out of the Charles S. Seidenschnur Survey No. 410, Abstract 1222, County Block 4725 of Bexar County Texas, now in New City Blocks 14859 and 34725 of the City of San Antonio, Bexar County, Texas. Said 46.175 acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone:

**BEGINNING:** At a found ½" iron rod, on the west line of a 618.58 acre tract recorded in Volume 4735, Pages 911-918 of the Official Public Records of Real Property of Bexar County, Texas, the southeast corner of said 44.98 acre tract;

**THENCE:** S 89°00'49"W, along and with the south line of said 44.98 acre tract, a distance of 533.56 feet to a set ½" iron rod with yellow cap marked "Pape Dawson" at the northeast corner of said 1.1998 acre tract;

**THENCE:** Departing the south line of said 44.98 acre tract, along and with the east line of said 1.1998 acre tract the following calls and distances:

S 05°54'55"E, a distance of 58.85 feet to a found ½" iron rod;

Along the arc of a curve to the left, having a radius of 603.00 feet, a central angle of 16°49'20", a chord bearing and distance of S 14°19'35" E, a distance of a distance of 176.41 feet, for an arc distance of 177.04 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";

S 22°44'16"E, a distance of 90.04 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";

Along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 83°44'06", a chord bearing and distance of S 64°36'23" E, 33.37 feet, for an arc distance of 36.54 feet to a found ½" iron rod with yellow cap marked "Pape Dawson", on the north right-of-way line of La Cantera Parkway, an 86-foot wide right-of-way dedicated in Volume 9525, Pages 12-16 of the Deed and Plat Records of Bexar County, Texas;

**THENCE:** Along and with the north line of said La Cantera Parkway, along the arc of a curve to the left, said curve having a radial bearing of S 16°28'32" E, a distance of a radius of 1093.71 feet, a central angle of 9°44'44", a chord bearing and distance of S 68°39'06" W, 185.81 feet, for an arc distance of 186.03 feet to a set ½" iron

**EXHIBIT A**

To Ordinance No. \_\_\_\_\_

Passed on June 29, 2006

rod with yellow cap marked "Pape Dawson", at the southwest corner of said 1.1998 acre tract, the eastern most point of an 8.25 acre tract recorded in Volume 7531, Pages 1270-1280 of the Official Public Records of Real Property of Bexar County, Texas, now Lot 5, Block 1 of the La Cantera Unit 5 subdivision recorded in Volume 9545, Pages 2258-226 of the Deed and Plat Records of Bexar County, Texas;

THENCE: Departing the north right-of-way line of said la Cantera, along and with the west line of said 1.1998 acre tract, the east line of said Lot 5, the following calls and distances:

Along the arc of a curve to the left, having a radial bearing of N 26°13'38" W, a distance of a radius of 25.00 feet, a central angle of 86°30'38", a chord bearing and distance of N 20°31'03" E, 34.26 feet, for an arc distance of 37.75 feet to a found ½" iron rod;

N 22°44'16"W, a distance of 85.44 feet to a found ½" iron rod with yellow cap marked "Pape Dawson";

Along the arc of a curve to the right, having a radius of 743.00 feet, a central angle of 16°49'20", a chord bearing and distance of N 14°19'35" W, 217.37 feet, for an arc distance of 218.15 feet to a found ½" iron rod with yellow cap marked "Pape Dawson";

N 05°56'35"W, a distance of 70.93 feet to a found ½" iron rod with yellow cap marked "Pape Dawson", the northwest corner of said 1.1998 acre tract, the northeast corner of said Lot 5, on the south line of said 44.98 acre tract;

THENCE: S 89°04'41"W, along and with the south line of said 44.98 acre tract, for a distance of 441.91 feet to a found ½" iron rod with yellow cap marked "Pape Dawson", the south west corner of said 44.98 acre tract, the southeast corner of Lot 52, Block 10, Legend Hills Subdivision, Unit 4 recorded in Volume 9517, Page 203 of the Deed and Plat Records of Bexar County, Texas;

THENCE: N 09°02'46"W, along and with the east line of said Lot 52, a distance of 330.07 feet to a found ½" iron rod with yellow cap marked "Pape Dawson", the northwest corner of Lot 53, Block 10 of said Legend Hills Subdivision, the southeast corner of Lot 21, Block 2, Legend Hills, Unit-5 recorded in Volume 9565, Pages 21-22 of the Deed and Plat Records of Bexar County, Texas;

THENCE: Along and with the west line of said 44.98 acre tract, the rear line of said Block 2, the following calls and distances:

N 08°55'21"W, a distance of 210.00 feet to a set ½" iron rod with yellow cap marked "Pape Dawson" at an angle;

**Z2006098**

N 05°04'39"E, at a distance of 182.44 feet passing a found ½ inch iron rod with yellow cap marked "Pape-Dawson" at the southeast corner of Lot 17 of said Legend Hills Unit-5, continuing for a total distance of 210.00 feet to a found ½" iron rod with yellow cap marked "Pape Dawson" at an angle;

N 21°34'39"E, a distance of 265.00 feet to a set ½" iron rod with yellow cap marked "Pape Dawson" at an angle;

N 01°34'39"E, a distance of 200.00 feet to a set ½" iron rod with yellow cap marked "Pape Dawson" at an angle;

N 07°25'21"W, a distance of 235.00 feet to a found ½" iron rod with yellow cap marked "Pape Dawson" at an angle;

N 12°34'39"E, at a distance of 91.22 feet passing a found ½ inch iron rod with yellow cap marked "Pape-Dawson", at the southeast corner of Lot 7 of said Legend Hills Unit-5, continuing a distance of 37.88 feet to a found ½ inch iron rod with yellow cap marked "Pape-Dawson" at the northeast corner of said Lot 7, continuing 35.90 feet for a total distance of 165.00 feet to a set ½" iron rod with yellow cap marked "Pape Dawson" at an angle;

N 52°34'39"E, at a distance of 29.59 feet passing a found ½ inch iron rod with yellow cap marked "Pape-Dawson" at the northeast corner of Lot 6 of said Legend Hills Unit-5, and continuing 310.41 feet for a total distance of 340.00 feet to a found ½" iron rod with yellow cap marked "Pape Dawson" at an angle;

N 61°34'39"E, a distance of 175.29 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", a point of the south line of a 8.00 acre tract recorded in Volume 11768, Pages 2270-2277 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Along and with the south line of said 8.00 acre tract the following calls and distances:

S 58°24'22"E, a distance of 180.05 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";

S 86°24'22"E, a distance of 487.50 feet to a set ½" iron rod with yellow cap marked "Pape Dawson" on the west line of a 119.204 acre tract recorded in Volume 10667, Pages 1851-1856 of the Official Public Records of Real Property of Bexar County, Texas, the northeast corner of said 44.98 acre tract;

THENCE: Along and with the west line of said 119.204 acre tract, the east line of said 44.98 acre tract the following calls and distances:

S 00°35'27"W, a distance of 224.57 feet to a found 1" iron pipe;

S 00°10'35"W, a distance of 377.58 feet to a found ½" iron rod;

S 00°06'40"E, a distance of 195.30 feet to a found ½" iron rod with yellow cap marked "Pape Dawson";

S 00°20'41"E, a distance of 199.43 feet to a found ½" iron rod, the southwest corner of said 199.204 acre tract;

THENCE: S 00°19'26"E, with the east line of said 44.98 acres, a west line of a 618.58 acre tract recorded in Volume 4735, Pages 911-918 of the Official Public Records of Real Property of Bexar County, Texas, a distance of 225.58 feet to a found ½" iron rod with yellow cap marked "Pape Dawson";

S 01°06'05"E, with the east line of said 44.98 acres, a west line of said 618.58 acre tract, a distance of 507.12 feet to the POINT OF BEGINNING and containing 46.175 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: PAPE DAWSON CONSULTING ENGINEERS:

DATE: February 13, 2006

JOB No.: 9041-06

FILE: N:\Survey06\6-9100\9049-06\9049-06-A.doc

**FIRST AMENDMENT TO  
CONVEYANCE AND RESTRICTION AGREEMENT**

STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

This **FIRST AMENDMENT TO CONVEYANCE AND RESTRICTION AGREEMENT** (the "Amendment") is made and entered into this 15<sup>th</sup> day of May, 2006, to be effective as of the 15<sup>th</sup> day of May, 2006, by and among **CANTERA-PARKWAY DEVELOPMENT PARTNERS OF SA, LP**, a Texas limited partnership ("Cantera-Parkway"), **MEDALLION, LTD.**, a Texas limited partnership ("Medallion"), and **LEGEND HILLS HOMEOWNERS ASSOCIATION**, a Texas non-profit corporation ("LHHA").

**RECITALS**

- A. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement
- B. Camp Bullis, Ltd. ("Camp Bullis"), Medallion, and LHHA previously entered into that certain Conveyance and Restriction Agreement (the "Agreement") dated November 18, 2004, recorded as Document No. 20040269021 in Volume 11094, Pages 73-94 of the Official Public Records of Bexar County, Texas
- C. The Agreement imposed certain restrictions, benefits, and obligations (the "Restrictions") on the Development Tract, which includes the Buffer Zone
- D. Section 7 of the Agreement provides that LHHA is the beneficiary of the Restrictions imposed on the Development Tract and Section 15 of the Agreement provides that the Agreement may only be waived, amended, terminated, or discharged if done so in writing and signed by all parties. Collectively, Sections 7 and 15 of the Agreement grant LHHA the authority to waive, amend, terminate or discharge the Agreement
- E. Cantera-Parkway is the successor in interest to Camp Bullis regarding the Restrictions imposed by the Agreement on the Development Tract
- F. Cantera-Parkway intends to develop the Development Tract as a mixed-use community that includes, but is not limited to, the following land uses: office, recreational, retail/service/commercial, and mixed-density townhouses/condominiums. Upon execution of the Amendment by all parties hereto, Cantera-Parkway will pursue rezoning of the Development Tract to zoning designations that will accommodate a mixed-use community

G. Because Cantera-Parkway intends to develop the Development Tract as a mixed-use community and LHHA supports such development, LHHA has agreed to the terms, provisions, and conditions set forth below

## AGREEMENT

NOW THEREFORE, in consideration of the terms set forth herein, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Paragraph 1 of the Preamble reference on Page 1 (entitled "Reference is Here Made To The Following:") is hereby deleted and the following Paragraph 1 is inserted in its place:

1. That certain tract of land (the "Development Tract"), containing 44.98 acres of land, more or less, described more particularly by metes and bounds on Exhibit "A", which is attached hereto and incorporated herein for all purposes, including a buffer area that will be no less than one hundred fifty feet (150') in width at any point along the northern and western borders of the Development Tract (the "Buffer Zone"), such area being illustrated on Cantera-Parkway's Land Development Plan (the "Land Development Plan") attached hereto as Exhibit "1" and incorporated herein for all purposes, and also being more particularly described on the diagram attached hereto as Exhibit "D", incorporated herein for all purposes. To the extent that Exhibit "1" and Exhibit "D" conflict regarding the total acreage and width illustrated for the Buffer Zone, the terms of Exhibit "1" shall control;

2. LHHA hereby acknowledges the conveyance of the Open Space Tract to the Crownridge of Texas Homeowner's Association, Inc. ("Crownridge"), a Texas nonprofit corporation, as discussed in Section 1.a. of the Agreement, and acknowledges that the Open Space Work contemplated by Section 1.b. of the Agreement has been completed by the predecessor in interest to Cantera-Parkway, leaving no outstanding obligations for Cantera-Parkway pursuant to Section 1.b. of the Agreement.

3. LHHA hereby acknowledges receipt of the one-time payment of \$50,000.00 from Camp Bullis as required by Section 2 of the Agreement (entitled, the "Cash Consideration"). LHHA further agrees that no additional monetary obligations exist pursuant to Section 2 of the Agreement.

4. Pursuant to Section 3.a. of the Agreement (entitled, "Buffer Zone Improvements"), LHHA hereby consents to the location of the Improvements within Tracts Six (6), Seven (7), Eleven (11), and Thirteen (13) as illustrated by the Land Development Plan

5. Section 3.b. of the Agreement (entitled, "Improvements in the Development Tract.") is hereby amended as follows:

a. The first six (6) sentences are hereby deleted and replaced with the following language:

"The Development Tract as a whole shall not be developed with improvements that exceed a maximum of fifty-five percent (55%) of impervious cover. Tracts One (1) and Two (2), as illustrated on the Land Development Plan, will be configured so that buildings thereon shall be located at the lowest elevation of the Development Tract possible. Cantera-Parkway further agrees that the construction of any structure within Tracts One (1) and Two (2) on the Land Development Plan shall be restricted to a maximum height of one hundred five feet (105') above ground, and that the construction of any structure within Tracts Three (3) thru Thirteen (13) on the Land Development Plan shall be restricted to a maximum height of forty-five feet (45') above ground. No structure constructed within the Development Tract shall exceed fifteen feet (15') in height per story, and no roof structure shall exceed fifteen feet (15') in height. The total maximum height of any structure constructed within the Development Tract shall be calculated without reference to its roof structure."

6. Section 3.d. of the Agreement (entitled, "Parking") is hereby deleted in its entirety and replaced with the following language:

"Parking. The Improvements within the Development Tract shall not include any multi-story building in which all floors of such building are reserved solely for parking. However, the Improvements within the Development Tract shall allow for multi-story buildings in which the first floor of such buildings is reserved solely for parking, while all floors above the first floor are reserved solely for residential, office, or commercial uses. In no event shall any multi-story building contemplated by this Section exceed the maximum height restrictions outlined in Section 3(b) above. All surface parking lots and multi-story buildings constructed as part of the Improvements within the Development Tract shall be in compliance with the City of San Antonio, Texas Ordinance No. 78663 regarding landscaping and tree preservation."

7. The undersigned hereby represent and warrant that they have the requisite power and authority to enter into this Amendment and have duly authorized the execution thereof.

8. Except as modified or restated by this Amendment, all other terms, conditions, and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect as of the date thereof.

9. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

10. This Amendment shall be binding upon and inure to the benefit of Cantera-Parkway, Medallion, and LHHA and their respective successors and assigns.

[Signature Page Follows]

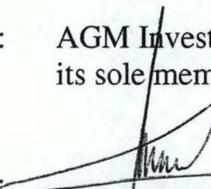
IN WITNESS WHEREOF, Cantera-Parkway, LHHA, and Medallion have duly executed this Agreement on the dates set forth below, but to be effective as of the date and year first above written.

**CANTERA-PARKWAY:**

Cantera-Parkway Development Partners of SA LP,  
a Texas limited partnership

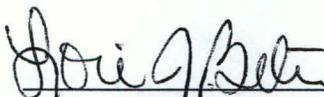
By: SA-Cantera Development Partners, LLC,  
its general partner

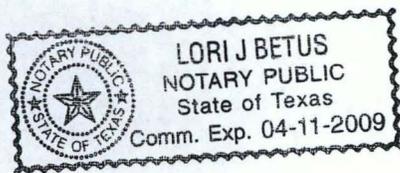
By: AGM Investments, LLC,  
its sole member

By:   
Name: Adrian Gracia  
Title: Manager  
Date: Jun 29, 2006

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on this 29th day of June, 2006, by Adrian Gracia, the Manager of AGM Investments, LLC, the sole member of Sa-Cantera Development Partners, LLC, in its capacity as general partner of Cantera-Parkway Development Partners of SA, LP, a Texas limited partnership, on behalf of said limited partnership.

  
Notary Public in and for  
The State of Texas



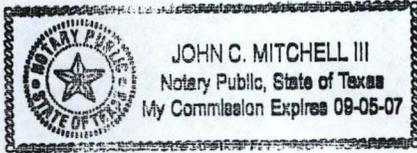
LHHA:

Legend Hills Homeowners Association,  
a Texas non-profit corporation

By: Rosemary M Estrada  
Name: Rosemary M Estrada  
Title: President

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on this 15<sup>th</sup> day of May,  
2006, by TXDL 01433406, the President of Legend Hills Homeowners  
Association, a Texas non-profit corporation, on behalf of said non-profit corporation.



[Signature]  
Notary Public in and for  
The State of Texas

**MEDALLION:**

Medallion, Ltd.,  
a Texas limited partnership

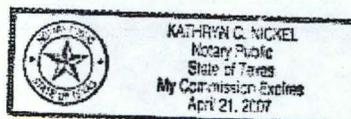
By: Medallion Built Homes, Inc.  
a Texas corporation,  
its general partner

By: Susan K. Koppelin  
Name: Susan K. Koppelin  
Title: Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on this 26 day of May, 2006, by SUSAN K. KOPPELIN the Vice President of Medallion Built Homes, Inc., a Texas corporation, the general partner of Medallion, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Kathryn C. Nickel  
Notary Public in and for  
The State of Texas



**CONVEYANCE AND RESTRICTION AGREEMENT**

STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

This **CONVEYANCE AND RESTRICTION AGREEMENT** (the "Agreement") is made and entered into this 18<sup>th</sup> day of November, 2004, by and among **CAMP BULLIS, LTD.** ("Camp Bullis"), a Texas limited partnership, whose address is 6929 Camp Bullis Road, San Antonio, Texas 78256, **MEDALLION, LTD.** ("Medallion"), a Texas limited partnership, whose address is 6929 Camp Bullis Road, San Antonio, Texas 78256, and **LEGEND HILLS HOMEOWNERS ASSOCIATION**, a Texas non-profit corporation, whose address is 6703 Legend Lane, San Antonio, Texas 78256.

**REFERENCE IS HERE MADE TO THE FOLLOWING:**

1. That certain tract of land (the "Development Tract"), containing <sup>①</sup>44.98 acres of land, more or less, described more particularly by metes and bounds on Exhibit "A" which is attached hereto and incorporated herein for all purposes, which includes <sup>②</sup>10.0547 acres of land, more or less (the "Buffer Zone"), ~~one hundred sixty five (165) feet in width along the northern and western borders of the Development Tract,~~ and described more particularly on the diagram attached hereto as Exhibit "D" and incorporated herein for all purposes; ①
2. That certain tract of land (the "Open Space Tract"), containing approximately 8.0 acres of land, more or less, described more particularly by metes and bounds on Exhibit "B", which is attached hereto and incorporated herein for all purposes;
3. That certain tract of land (the "Single Family Tract"), containing 14.67 acres of land, more or less, described more particularly by metes and bounds on Exhibit "C", which is attached hereto and incorporated herein for all purposes, and
4. The locations of the Development Tract, the Buffer Zone, the Open Space Tract, and the Single Family Tract are illustrated on the diagram attached hereto as Exhibit "D", which is incorporated herein for all purposes.

**RECITALS**

- *Centiva - Pkwy*
- A. Camp Bullis owns the Development Tract, which includes the Buffer Zone, and the Open Space Tract;
  - B. Medallion owns the Single Family Tract;

C. Legend Hills Homeowners Association is comprised of owners of lots within the various Legend Hills subdivisions;

D. Because the Legend Hills subdivisions are adjacent to the Development Tract, the Legend Hills Homeowners Association would be affected by any change in the use of the Development Tract;

E. Camp Bullis has requested from Legend Hills Homeowners Association, a recommendation for approval of a change in the zoning for the Development Tract from R-6 to O-2; and

F. The Legend Hills Homeowners Association ("LHHA") has consented to the request of Camp Bullis in consideration of Camp Bullis' offer to do all the following in the event the Development Tract is rezoned O-2: (i) the conveyance of the Open Space Tract with restrictions to Crownridge of Texas Owners Association, Inc. ("Crownridge"), a Texas non-profit corporation, according to the terms set forth herein; and (ii) the payment of certain consideration to the Legend Hills Homeowners Association as described below; and (iii) the imposition of certain restrictions regarding the use of the Development Tract.

#### AGREEMENT

NOW, THEREFORE, in consideration of the terms herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows and adopt and incorporate the Recitals set forth above.

1. Proposed Conveyance and Use Restrictions of Open Space Tract.

a. Crownridge Conveyance. After completion of the Open Space Work (as hereafter defined), Camp Bullis covenants and agrees that, if Crownridge agrees to accept title to the Open Space Tract, it will convey to Crownridge the Open Space Tract AS IS together with all of the rights, privileges, easements and appurtenances belonging or appertaining to the Open Space Tract for no additional consideration from Crownridge by special warranty deed which will be reasonably approved by the Board of the LHHA; provided however, with such conveyance, the Open Space Tract will be burdened by a restriction that, except with the reasonable prior written consent of the Board of the LHHA, the Open Space Tract must remain permanently in its natural condition, and no improvements, which are defined as any man-made changes in the natural condition, including, but not limited to, structures and construction of any kind, whether above or below the land surface, such as any building, fence, wall, sign, addition, alteration, screen enclosure, sewer, drain, disposal, lake, waterway, road, paving, utilities, grading, landscaping, signs and exterior illumination (collectively, the "Improvements"), may be placed on the Open Space Tract. Notwithstanding the above restrictions, Camp Bullis may reserve in the special warranty deed an appurtenant twenty-eight foot (28') wide utility easement, together with a temporary construction easement for the installation of the utilities, which shall run parallel to the edge of the eastern boundary line of the Open

Space Tract for solely the purposes described in Section 3(e) below. The reservation shall include a provision that provides that if a utility line is installed in the easement, Camp Bullis or the then owner of the Development Tract or the utility service provider must return the surface of the Open Space Tract to as nearly the same condition as it existed before the installation of the utility line. LHHA agrees that in the event Crownridge refuses to accept title to the Open Space Tract with the restrictions set forth above, Camp Bullis will not be in breach of this Agreement.

b. **Open Space Work.** On a portion of the Open Space Tract exists certain man-made construction material which was placed there by third parties without Camp Bullis' consent. On or before one (1) year from the effective date of this Agreement, Camp Bullis agrees to do and complete all of the following: (i) remove all such man-made construction material from the Open Space Tract, including without limitation, the asphalt ramp, (ii) add topsoil to the areas where the construction materials were removed so that area may revegetate to its natural state, (iii) remove earthen material and rock from the Open Space Tract as needed for development of the Single Family Tract and Development Tract (collectively, the "Open Space Work"). It is agreed and understood that, prior to expiration of the one year period and the conveyance to Crownridge, Camp Bullis will have the right, if a utility service provider requires, to install utilities for the development of the Single Family Tract or Development Tract in the Open Space Tract but only upon the same terms and conditions as in the reservation set forth in Section 1(a) herein.

c. **Use Restrictions.** In the event Crownridge refuses to accept title to the Open Space Tract but the Development Tract is rezoned O-2, Camp Bullis will, after completion of the Open Space Work, execute and record covenants of use restrictions encumbering the Open Space Tract with the same terms as set forth above in this Section 1 in favor of LHHA.

2. **Cash Consideration.** In addition to the other consideration set forth in this Agreement for LHHA's commitment which it makes by execution of this Agreement to recommend approval of a change in zoning for the Development Tract from R-6 to O-2 and agreeing that the Development Tract is not under the jurisdiction and assessments of the Legend Hills Homeowners Association, Camp Bullis agrees to make a one time payment of \$50,000.00, payable to Legend Hills Homeowners Association upon the sale of the first platted tract within the Development Tract for the use and benefit of the Legend Hills Homeowners Association in its sole discretion; provided however, it is agreed that this and all of the other agreements and obligations of Camp Bullis under this Agreement are subject to and contingent upon the Development Tract actually being rezoned to O-2.

3. **Use Restrictions on the Development Tract.** Camp Bullis agrees that in the event the Development Tract is zoned O-2 and developed for an O-2 use, the Development Tract shall be burdened by the following restrictions on its use:

a. Buffer Zone Improvements. No Improvements may be placed on the Buffer Zone without the prior reasonable written consent of the Board of Legend Hills Homeowners Association; provided however Camp Bullis shall have the right to grade the Property and construct and place on the Buffer Zone all of the following: a natural stormwater drainage system, landscaping, sidewalks or natural walking paths and other similar park-like usage alterations, and utilities and utility easements subject to Section 3(e) below. (4)

b. Improvements in the Development Tract.<sup>1</sup> Camp Bullis agrees to subdivide the Development Tract into no more than three (3) platted lots.<sup>2</sup> The Development Tract as a whole shall not be developed with improvements that result in more than fifty-five percent (55%) impervious cover.<sup>3</sup> Camp Bullis further agrees that on the platted lot which is at the lowest elevation of the three platted lots, it will restrict the construction of building(s) on such platted lot to a maximum of three (3) stories.<sup>4</sup> Camp Bullis agrees that on the other two platted lots, it will restrict the construction of building(s) on such platted lots to a maximum of two (2) stories.<sup>5</sup> Each of the above referenced stories shall not exceed fifteen feet (15') in height and any roof structure shall not exceed fifteen feet (15') in height.<sup>6</sup> Foundations for each building constructed on the Development Tract shall be kept to a minimum to prevent build-ups resulting in significantly higher elevations for the buildings, and shall be constructed with only necessary, usual and customary site preparation for commercial buildings on similar sites.<sup>7</sup> Camp Bullis and any future owner shall use best efforts to utilize a design for all Improvements that is compatible with the surrounding development and in harmony with its environmental setting and surrounding buildings and structures, including, but not limited to, using limestone or earth tone colored stucco, using best efforts to utilize glass which will result in lower light proliferation at night and glare during the day than other available glass materials, and use best efforts to finish or paint rooftop equipment on the buildings of such platted lots so that they will blend with the roof surface. No air conditioning units or communication equipment, including, but not limited to, satellites, microwave dishes and antennas, together with associated equipment thereto, shall be located on the roofs of such buildings unless they are screened to the height of the air conditioning unit or communication equipment with materials, textures and colors that are architecturally compatible with the building and its design, it being understood that the type and specifications of the screening must (i) allow for the efficient operation of the equipment, and (ii) minimize the visual and noise impact on the Legend Hills subdivisions. Each platted lot shall also be developed with landscaping and trees in compliance with the requirements of City of San Antonio Ordinance 18663. Finally, Camp Bullis agrees that the Improvements to be built on the Development Tract will conform to the applicable covenants and restrictions of Crownridge and the La Cantera (6)

Need a cop

Master Covenants and Easements, the La Cantera Declaration of Commercial Covenants, Conditions and Restrictions, and the La Cantera Design Guidelines Commercial Area. Camp Bullis may, but is not required to, request the review of the Legend Hills Homeowners Association to obtain its approval of any Improvements.

- c. Drainage Plan and Construction Period. Before the construction of any commercial building on a platted lot within the Development Tract, Camp Bullis, or any future owner shall prepare a stormwater drainage plan for such platted lot (the "Plan") to be submitted to the City of San Antonio for its approval to provide for natural culverts and channels to be created to divert stormwater from such platted lot in the Development Tract in a manner to prevent the potential for damage resulting from mudslides, debris flow, and avalanches. After approval of the Plan by the City of San Antonio, Camp Bullis or any future owner covenants and agrees to commence and complete any and all construction necessary on the applicable platted lot to create natural culverts and channels on the Development Tract pursuant to the Plan before it completes construction of and occupancy begins in a commercial building on the relevant platted lot. During the construction of a commercial building on a platted lot in the Development Tract (the "Construction Period"), Camp Bullis, or any future owner, covenants and agrees to use its reasonable best efforts to minimize the noise, dust or trash affects on the residents of the Legend Hills Homeowners Association during the Construction Period. During the Construction Period, Camp Bullis covenants and agrees that any and all contracts for construction or site preparation on the Development Tract shall include the following two (2) provisions: (i) no work shall be performed on the Development Tract on any Sunday as to external or outside construction only, and (ii) no work shall be performed on the Development Tract between the hours of 7:00 p.m. and 7:00 a.m. as to external or outside construction only on Monday through Saturday. After the Construction Period, Camp Bullis and any future owner covenants and agrees to use best efforts to implement policies and procedures to minimize noise from cooling towers, trash pick up, public announcement systems and any other object located on the Development Tract so that such noise is not of a level that is a legal nuisance on the Development Tract for the lots owned by the residents of the LHHA. After the policies and procedures are implemented, Camp Bullis and any future owner shall use its best efforts to enforce and follow such policies and procedures.

- d. Parking. The Improvements on the Development Tract shall not include any multi story garages or buildings for parking (without the express written consent of the Legend Hills Homeowners Association) as all parking for any Improvements will be located on the ground of the Development Tract. All parking lots located on the Development Site shall be in compliance with the City of San Antonio, Texas Ordinance 78663 regarding landscaping and tree

preservation and the following additional landscaping requirements: All parking spaces are to be located within eighty feet (80') of the trunk of a large tree. There shall be a minimum of one large tree for every ten (10) parking spaces. The minimum size of these "parking lot trees" shall be four inch (4") caliper upon installation of the lot or the tree. Additional smaller size trees of the same species (ranging from five (5) gallon container size to one and one-half inch (1 1/2") caliper size trees) shall also be in the parking areas at a rate of two (2) for every required parking lot tree, to provide random grouping of different size trees. Smaller flowering trees are also to be used.

- e. Service Lines. Service lines to provide utilities within the Development Tract, including without limitation, gas, electricity, cable, water, sewer and telephone lines, shall be buried underground beneath the soil; provided however, the parties acknowledge and agree that in the event the electric utility service provider requires a three phase or larger electric line be installed to provide the electric needs of the improvements built on the Development Tract and/or the Single Family Tract, such service lines may be installed overhead. Camp Bullis shall use reasonable efforts to minimize the location of any such overhead lines that negatively impact the members of the LHHA and their individual lots. The parties acknowledge that overhead electric lines along the southern boundary of the Development Tract will be necessary, and agree to the continuation of such three phase overhead electric lines along the southern boundary of the Development Tract as shown on Exhibit "D" to this Agreement and throughout the Buffer Zone if necessary. Camp Bullis covenants and agrees to use reasonable efforts to locate the primary source of electric service to the Development Tract and the Single Family Tract from the southern boundary of the Development Tract (it being understood and agreed that the running of three phase overhead electric lines from the southern boundary of the Development Tract is the preferred route of the parties hereto). However, the parties agree that a three phase overhead electric line may be installed down the eastern boundary line of the Open Space Tract (within the 28 foot wide reserved utility easement discussed above) and the eastern boundary line of the Development Tract if required by the utility service company to provide electric service to the Development Tract; provided however, in the event such three phase line is otherwise underground up to the northeastern corner of the Open Space Tract, then, if allowed by the utility service company, Camp Bullis agrees to spend \$20,000.00, but no more than \$20,000.00, to bury whatever amount of three phase line can be run underground for such \$20,000.00 from the northeastern corner of the Open Space Tract south down the eastern boundary line of the Open Space Tract before bringing the line overhead and proceeding overhead with such line down the eastern boundary of the Open Space Tract and Development Tract.

- f. Signage. All signs, flag poles and antennas of any kind placed on any platted lot in the Development Tract shall be limited to the height of the building located on such platted lot. No billboards or similar large premises signage of any kind may be constructed on the Development Tract.
- g. Trash and Trash Delivery Areas. Trash, and trash pick up and trash delivery areas, in the platted lots in the Development Tract shall be placed within landscaped or screened locations that are screened to at least the height of the trash receptacles. The screening of refuse receptacles in the Development Tract shall be with solid fences or landscaping eight feet (8') in height, if allowed by applicable ordinances, but in no event less than six feet (6') in height. Any screening of trash or other refuse receptacles and trash pick up and trash delivery locations must be with landscaping or constructed with materials, textures and colors that are architecturally compatible with the building(s) and its design or both.
- h. Exterior Lighting and Vehicular Access. Exterior lighting for all Improvements on the Development Tract shall be limited to signs and security and safety illumination of streets or roadways, parking lots, access drives and walks, building entrances, loading areas and service areas and exterior lighting of overall building surfaces. All exterior lighting must be arranged or shielded so as to prevent any spillover effect, excessive glare or reflection onto any portion of any adjacent street or into the path of oncoming vehicles or onto any adjacent property, including, but not limited to, the lots owned by the residents of the Legend Hills Homeowners Association. No flashing, traveling, animated or intermittent lighting shall be visible from the Improvements unless required by law. Vehicular access to the Development Tract may only be made from La Cantera Parkway. Camp Bullis and any future owner covenants and agrees to use its best efforts to grade the drive and parking areas around the buildings constructed on the Development Tract in a manner to minimize headlights from vehicles on such areas from shining onto the lots owned by the residents of the Legend Hills Homeowners Association. Camp Bullis may, but is not required to, request the review of the Legend Hills Homeowners Association to obtain its approval of Camp Bullis' grading of the Development Tract.

4. Zoning Classification. There will be no change in the zoning classification for the Single Family Tract or the Open Space Tract by the execution of this Agreement.

5. Single Family Tract. Medallion covenants and agrees that upon development of the Single Family Tract, such Single Family Tract shall be under the jurisdiction of and liable to pay assessments to the Legend Hills Homeowners Association. It is acknowledged and agreed that Medallion is executing this Agreement solely for the purpose of the covenant stated in this section and no other purpose.

6. Breach and Attorney's Fees. In the event of a breach or threatened breach of this Agreement, the parties hereto, or their successors or assigns, shall be entitled to institute proceedings for full and adequate relief from the consequences of such breach or threatened breach, including obtaining restraining orders and injunctions (temporary and/or permanent). Either party may obtain a temporary or permanent restraining order/injunction upon proof of the existence of harm or interference or threatened harm or interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm. The parties covenant and agree that because of the potential for such serious damage resulting from the breach of this Agreement or threatened breach of this Agreement, a restraining order or injunction is an appropriate and necessary remedy. The act of obtaining an injunction or restraining order shall not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. If either party employs an attorney to enforce its rights pursuant to this Agreement, the non-prevailing party shall reimburse the prevailing party for its reasonable expenses, attorney's fees and costs.

7. Rights, Duties and Obligations of Successors. The restrictions, benefits and obligations hereunder shall create benefits and servitudes running with the land, which shall be binding upon the Single Family Tract, Development Tract and the Open Space Tract, respectively, and shall inure to the benefit of the Legend Hills Homeowners Association. Notwithstanding anything to the contrary in this Agreement (excluding the monetary obligation by Camp Bullis set forth in Section 2 above), upon an owner's sale of all or a portion of the Development Tract, the Open Space Tract or the Single Family Tract such owner shall be released from all unaccrued liabilities and other obligations arising under this Agreement from and after the recording date of the deed documenting such sale as to that portion of each tract sold, and whomever purchases such portion of each tract sold will immediately assume all obligations and duties set forth herein after the recording date of the deed documenting such sale. Said purchaser of each tract sold covenants and agrees to provide to the Legend Hills Homeowners Association within fifteen (15) days after the sale of such tract (i) notice of the sale, and (ii) its main contact information, including its mailing address, phone number, and its principal contact person. Subject to the other provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

8. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the introductory paragraph of this Agreement. Notice may also be given by personal delivery, courier delivery, or facsimile transmission, and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

9. Time. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. If the date for performance of any obligation falls on a Saturday,

Sunday, or a legal public holiday, the date for performance will be the next following regular business day.

10. Headings. The headings and other captions contained in this Agreement are for convenience of reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

11. Choice of Law. This Agreement shall be construed under the laws of the State of Texas, and all causes of action arising under this Agreement shall be brought in a federal or state district court located in Bexar County, Texas.

12. Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

13. No Waiver of Rights. Any waiver or failure to enforce any provision of this Agreement in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location of the Development Tract or of any other provision of this Agreement. The failure of Legend Hills Homeowners Association to enforce this Agreement shall in no event be deemed to be a waiver of the right to do so thereafter or of the right to later enforce this Agreement.

14. Constructive Notice. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Development Tract is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained in the instrument by which such person acquired an interest in the Development Tract.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. No provision of this Agreement may be waived, amended, modified, terminated or discharged orally, but only by agreement in writing signed by [both parties hereto.]

16. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

IN WITNESS WHEREOF, Camp Bullis and Legend Hills Homeowners Association have duly executed this Agreement on the dates set forth below but to be effective as of the date and year first above written.

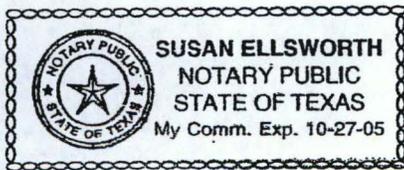
**CAMP BULLIS, LTD.,**  
a Texas limited partnership

BY: Worth Enterprises, Inc.  
a Texas corporation,  
its General Partner

By: *[Signature]*  
Type or  
Print Name: KEVIN T SIMON  
Title: PRESIDENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 17 day of November, 2004, by Kevin T Simon, the President of Worth Enterprises, Inc., a Texas corporation, as General Partner of CAMP BULLIS, LTD., a Texas limited partnership, in the capacity therein stated and on behalf of said Partnership.



Susan Ellsworth  
Notary Public, State of Texas  
My Commission Expires: 10-27-05

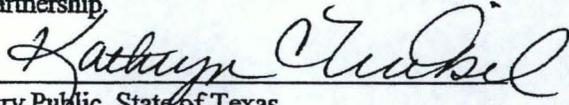
**MEDALLION, LTD.,**  
A Texas limited partnership

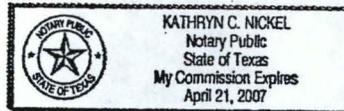
By: Medallion Built Homes, Inc.,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **William M. Worth**  
**President**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on the 19 day of November, 2004, by William M. Worth, the Pres. of Medallion Built Homes, Inc., a Texas corporation, as General Partner of MEDALLION, LTD., a Texas limited partnership, in the capacity therein stated and on behalf of said Partnership.

  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_



**LEGEND HILLS HOMEOWNERS ASSOCIATION,**  
a Texas non-profit corporation

By: *Eddie Chew*  
Type or  
Print Name: EDDIE CHEW  
Title: PRESIDENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on the 20 day of November, 2004,  
by Eddie Chew, the President of LEGEND HILLS HOMEOWNERS  
ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

*Patricia Luna*  
Notary Public, State of Texas  
My Commission Expires: 7-27-08



Exhibit A

FIELD NOTES  
FOR

A 44.98 acre or 1,959,234 square foot more or less, tract of land being out of a 67.65 acre as described in Deed recorded in Volume 5529, Pages 965-995 of the Official Public Records of Real Property of Bexar County, Texas, and being out of the Charles H. Seidenschmur Survey No. 410, Abstract No. 1222, County Block 4725, now all in New City Block (N.C.B.) 34725 of the City of San Antonio in Bexar County, Texas. Said 44.98 acre tract being further described by metes and bounds as follows:

COMMENCING: At a ½" iron rod found for the southeast corner of Lot 2, Block 14, Legend Point, Unit-1 as recorded in Volume 9517, Page 202 of the Deed and Plat Records of Bexar County, Texas, same being the northeast corner of the 67.65 acre tract;

THENCE: S-00°26'55" E, along the common line between that 119.204 acre tract out of the T.C.R.R. Survey No. 599, Abstract No. 1071, County Block 4762 as conveyed to James P. McDonald Jr. in Volume 4139, Pages 760-810 of the Official Public Records of Real Property of Bexar County, Texas, a distance of 555.38 feet to an angle point;

THENCE: Continuing along said common line, S 01°14'08" W, a distance of 114.66 feet to found ½" iron rod;

THENCE: S 00°08'48" E, a distance of 22.50 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the POINT OF BEGINNING of the herein described tract of land;

THENCE: S 00°08'48" E, a distance of 224.49 feet to an angle a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 00°07'23" E, a distance of 377.58 feet to an angle a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 00°23'15" E, a distance of 194.91 feet to an angle at a found ½" iron rod;

THENCE: S 00°36'19" E, a distance of 199.96 feet to a found ½" iron rod at an angle point for the southwest corner of said 119.204 acre tract, the northwest corner of a 301.872 acre tract as conveyed to LaCantera Development Co. recorded in Volume 4735, Pages 911 of the Official Public Records of Real Property of Bexar County, Texas, same being an angle point of the herein described tract of land;

- THENCE: Along the common line between the 301.872 acre tract and the herein described tract, S 00°37'19" E, a distance of 225.59 feet to a found ½" iron rod;
- THENCE: S 01°24'51" E, a distance of 507.05 feet to a found ½" iron rod for the southeast corner of the herein described tract of land;
- THENCE: S 88°42'40" W, at a distance of 674.02 feet, passing a northwest corner of said 301.872 acre tract and the northeast corner of the remaining portion of an 11.25 acre tract as conveyed to Security Service Federal Credit Union recorded in Volume 7531, Pages 1270-1280 of the Official Public Records of Real Property of Bexar County, Texas and continuing for a total distance of 691.97 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the southeast corner of a 28-foot easement in Legend Hills, Unit-4 as recorded in Volume 9517, Page 203 of the aforementioned Deed and Plat Records;
- THENCE: S 88°46'17" W, along the south line of said 28-foot easement and the north line of said remaining portion of an 11.25 acre tract, a distance of 425.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the southeast corner of Lot 52, Block 10, Legend Hills, Unit-4 as recorded in Volume 9517, Page 203 of the Deed and Plat Records, same being the southwest corner of the herein described tract of land;
- THENCE: Along the east line of Legend Hills, Unit-4, N 09°13'08" W, passing the north corner of Lot 53 of said Legend Hills Subdivision at a distance of 330.00 feet, and continuing for a total distance of 540.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 04°46'52" E, a distance of 210.00 feet, to a set ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 21°16'52" E, a distance of 265.00 feet, to a set ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 01°16'52" E, a distance of 200.00 feet, to a set ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 07°43'08" W, a distance of 235.00 feet, to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Job No. 10061-01  
44.98 Acre Tract  
Page 3 of 3

THENCE: N 12°16'52" E, a distance of 165.00 feet, to a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 52°16'52" E, a distance of 340.00 feet, to a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 61°16'52" E, a distance of 175.00 feet, to a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 58°43'08" E, a distance of 180.00 feet, to a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 86°43'08" E, a distance of 486.29 feet to the POINT OF BEGINNING and containing 44.98 acres of land in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc...

Prepared by: Pape-Dawson Engineers, Inc.  
Job No: 10061-01  
Date: October 10, 2001  
Doc Id: n:\survey01\1-10100\10061-01\Fnotes.doc



EXHIBIT "B"

FIELD NOTES

FOR

A 8.00 acre (348,270 square feet more or less) tract of land out of a 67.65 acre tract recorded in Volume 5529, Pages 965-995 of the Official Public Records of Real Property of Bexar County, Texas, out of the Charles H. Seidenschmur Survey Number 410, Abstract Number 1222, County Block 4725 of Bexar County, Texas, said tract being more particularly described by metes and bounds as follows:

- BEGINNING:** At the southeast corner of Lot 2, Block 14, Legend Point Unit-1, recorded in Volume 9517, Page 202 of the Deed and Records of Bexar County, Texas, said point also being on the east line of Singing Forest (a 50 foot right-of-way) recorded in Volume 9517, Page 202 of the Deed and Plat Records of Bexar County, Texas;
- THENCE:** N 89°50'18" E, along the south line of said Lot 2, a distance of 112.59 feet to a point on the west line of a 119.204 acre tract recorded in Volume 4139, Page 760 of the Official Public Records of Real Property of Bexar County, Texas;
- THENCE:** S 00°24'09" E, departing said south line of Lot 2 and along and with the west line of said 119.204 acre tract, a distance of 555.60 feet to an angle point;
- THENCE:** S 00°49'27" W, continuing along the west line of said 119.204 acre tract, a distance of 136.93 feet to an angle point;
- THENCE:** N 86°43'08" W, departing the west line of said 119.204 acre tract, a distance of 486.29 feet to an angle point;
- THENCE:** N 58°43'08" W, a distance of 180.00 feet to an angle point;
- THENCE:** S 61°16'52" W, a distance of 99.37 feet to an angle point;
- THENCE:** N 16°07'55" W, a distance of 229.61 feet to a point on the south line of Singing Forest (a variable right-of-way) recorded in Volume 9506, Page 96 of the Deed and Plat Records of Bexar County, Texas;
- THENCE:** Northeasterly, along the arc of a curve to the left, said curve having a radius of 75.00 feet, a central angle of 83°51'12", a chord bearing and distance of N 62°30'29" E, 100.23 feet and a length of 109.76 to a point of reverse curvature;

**PAPE-DAWSON ENGINEERS, INC.**

555 East Ramsey | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | info@pape-dawson.com

FIELD NOTES  
7.995 ACRE TRACT  
PAGE 2 OF 2

- THENCE: Northeasterly, along the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of  $41^{\circ}55'36''$ , a chord bearing and distance of  $N 41^{\circ}32'41'' E$ , 35.78 feet and a length of 36.59 feet to a point of tangency, said point being on the south line of Singing Forest (an 86 foot right-of-way) recorded in Volume 9517, Page 202 of the Deed and Plat Records of Bexar County, Texas;
- THENCE:  $N 62^{\circ}30'29'' E$ , a distance of 55.70 feet of a point of curvature;
- THENCE: Northeasterly, along the arc of a curve to the left, said curve having a radius of 500.00 feet, a central angle of  $07^{\circ}46'50''$ , a chord bearing and distance of  $N 58^{\circ}37'04'' E$ , 67.85 feet and a length of 67.90 feet to a point of compound curvature;
- THENCE: Northeasterly, along the arc of a curve to the right, said curve having a radius of 300.00 feet, a central angle of  $30^{\circ}48'22''$ , a chord bearing and distance of  $N 70^{\circ}07'50'' E$ , 159.36 feet and a length of 161.30 feet to a point of tangency;
- THENCE:  $N 85^{\circ}32'01'' E$ , a distance of 99.83 feet to a point of curvature;
- THENCE: Northeasterly, along the arc of a curve to the left, said curve having a radius of 225.00 feet, a central angle of  $79^{\circ}51'09''$ , a chord bearing and distance of  $N 45^{\circ}36'26'' E$ , 288.81 feet and a length of 313.58 feet to the POINT OF BEGINNING and containing 8.00 acres of land in Bexar County, Texas.

***THIS DOCUMENT IS FOR INFORMATION PURPOSES ONLY AND IS NOT A LEGAL SURVEY***

PREPARED BY: Pape-Dawson Engineers, Inc.  
JOB NO.: 5648-00  
DATE: November 16, 2004  
DOC ID: P:\5648\00\B\Ward\Field Notes\041116a1.doc

Exhibit C

A 14.67 acre, or 639,073 square foot more or less, tract of land out of a 67.65 acre tract described in conveyance to Camp Bullis, LTD., recorded in Volume 5529, Pages 965-995 of the Official Public Records of Real Property of Bexar County, Texas, out of the Charles H. Seidenschnur Survey No. 410, Abstract No. 1222, County Block 4762 of Bexar County, Texas, now all in New City Block (N.C.B.) 34725 of the City of San Antonio, Bexar County, Texas, said 14.67 acre tract being more particularly described by metes and bounds as follows;

**BEGINNING:** At a found  $\frac{1}{2}$ " iron rod, at the east corner of Lot 1, Block 11 of the Legend Hills Unit-1 Subdivision recorded in Volume 9506, Page 96 of the Deed and Plat Records of Bexar County, Texas, on the west right-of-way line of Washita Way, a 50-foot right-of-way dedicated to the City of San Antonio in said Legend Hills Unit-1 Subdivision plat, an angle point in the west line of aforementioned 67.65 acre tract, said point being the POINT OF BEGINNING;

**THENCE:** S60°35'17"E, along and with the south right-of-way line of said Washita Way a distance of 50.00 feet to a found  $\frac{1}{2}$ " iron rod at a point on curve of a non tangent curve to the left;

**THENCE:** Northerly, along and with the east right-of-way line of said Washita Way, said curve having a radial bearing of N60°35'17"W, a radius of 140.00 feet, a central angle of 34°55'45", a chord bearing and distance of N11°56'50"E, 84.03 feet, for an arc distance of 85.35 feet to a found  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", at a point of reverse curvature to the right;

**THENCE:** Along the south right-of-way line of Singing Forest, a variable width right-of-way dedicated to the City of San Antonio in the aforementioned Legend Hills Unit-1 Subdivision, the following calls and distances:

Northeasterly, along said curve having a radius of 15.00 feet, a central angle of 68°01'32", a chord bearing and distance of N28°29'44"E, 16.78 feet, for an arc distance of 17.81 feet to a found  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";

N62°30'29"E, a distance of 129.74 feet to a found  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" at a point of curvature to the right;

Easterly along said curve, having a radius of 50.00 feet, a central angle of 41°55'36", a chord bearing and distance of N83°28'17"E, 35.78 feet for an arc distance of 36.59 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at a point on said curve;

- THENCE: S15°58'46"E, departing the south right-of-way line of said Singing Forest, a distance of 229.75 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S61°16'52"W, a distance of 75.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S52°16'52"W, a distance of 340.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S12°16'52"W, a distance of 165.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S07°43'08"E, a distance of 235.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S01°16'52"W, a distance of 200.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S21°16'52"W, a distance of 265.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S04°46'52"W, a distance of 210.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S09°13'08"E, a distance of 210.00 feet to a found ½" iron rod at an east common corner of Lot 54 and Lot 53, Block 11 of the Legend Hills, Unit-4 Subdivision recorded in Volume 9517, Page 203 of the Deed and Plat Records of Bexar County, Texas;

Along and with the east line of Block 11 of said Legend Hills Unit-4 Subdivision the west line of said 67.66 acre tract the following calls and distances:

N73°57'31"W, a distance of 207.46 feet to a railroad spike, a point on curve of a non-tangent curve to the right;

Southwesterly, along said curve, having a radial bearing of N67°33'44"W, a radius of 325.00 feet, a central angle of 09°38'51", a chord bearing and distance of S27°15'42"W, 54.66 feet, for an arc distance of 54.72 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

N57°54'58"W, along and with the northeast right-of-way line aforementioned Washita Way, a distance of 50.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the southeast corner of Lot 79 on the northwest right-of-way line of said Washita Way;

N53°36'42"W, along the northeast line of said Lot 79, a distance of 114.43 feet to a found nail in rock at the southeast corner of Lots 69 and 70 of aforementioned Legend Hills, Unit-4 Subdivision;

N01°02'33"W, along and with the east lines of Lots 69 and 68, Block 11 of said Legend Hills Unit-4 Subdivision, a distance of 295.24 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" at an angle point in said Lot 68;

N18°46'13"E, at a distance of 17.98 feet passing the southeast corner of Lot 59, Block 11 of the Legend Hills Unit-3 Subdivision recorded in Volume 9509, Page 95 of the Deed and Plat Records of Bexar County, Texas and continuing along and with the east line of said Legend Hills Unit-3 Subdivision for a total distance of 359.37 feet to a found ½" iron rod;

THENCE: Along and with the east line of said Legend Hills Unit-3 Subdivision, the west line of said 67.65 acre tract, the following calls and distances:

N13°04'57"W, a distance of 390.56 feet to a found ½" iron rod;

N05°30'46"E, a distance of 161.30 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

N10°53'08"E, a distance of 132.38 feet to a found ½" iron rod at the northeast corner of Lot 34 of said Legend Hills Unit-3 Subdivision, an angle of Lot 12 of the aforementioned Legend Hills Unit-1 Subdivision;

THENCE: Along and with the east line of The Legend Hills, Unit-1 Subdivision recorded in Volume 9506, Page 96 of the Deed and Plat Records of Bexar County, Texas, the west line of said 67.65 acre tract the following calls and distances:

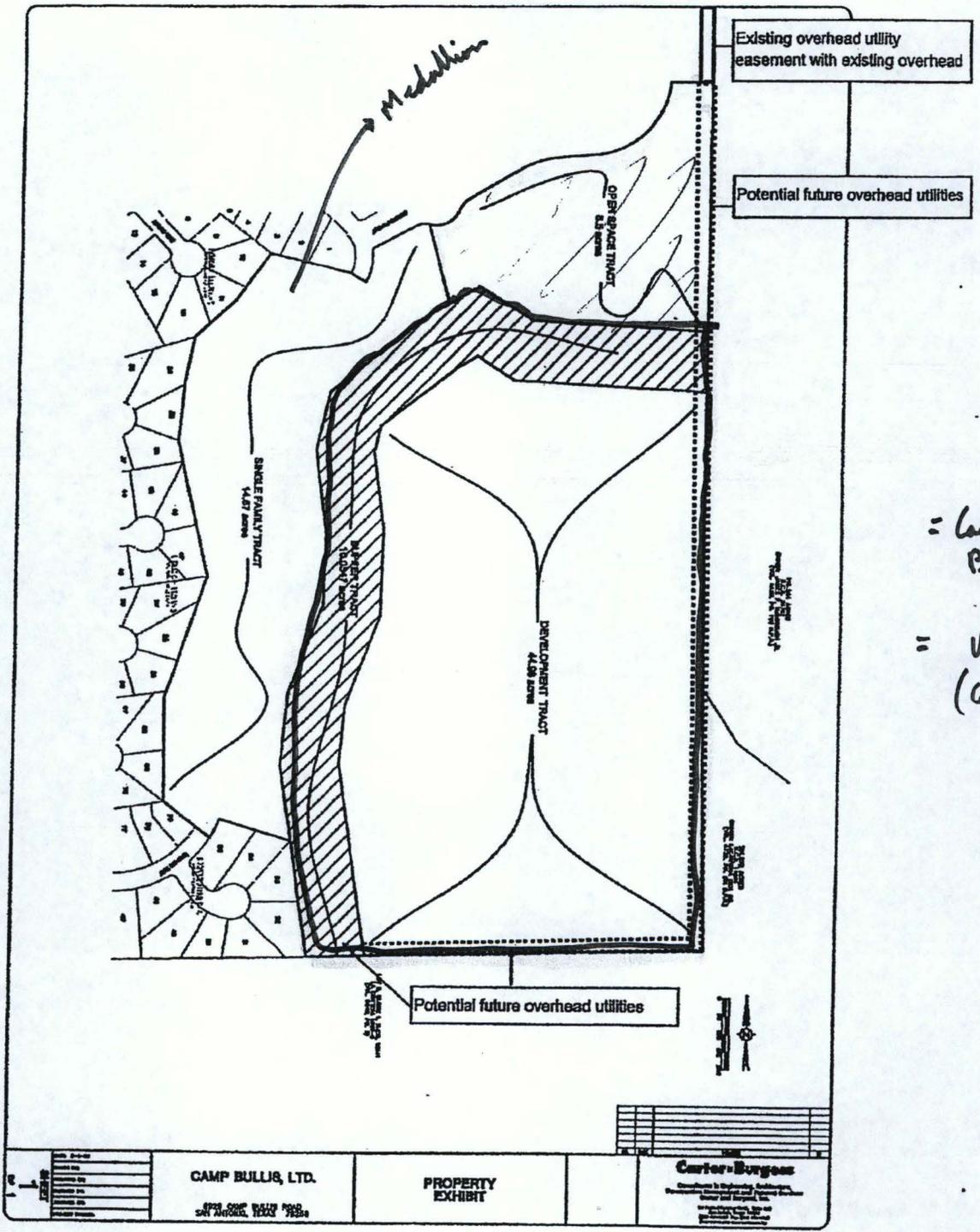
N48°14'23"E, a distance of 150.15 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N37°00'38"E, a distance of 162.80 feet to a found "+" in rock;

S76°42'05"E, a distance of 232.71 feet to the POINT OF BEGINNING, and containing 14.67 acres in the City of San Antonio, Bexar County, Texas. Said 14.67 acre tract being described in accordance with an on the ground field survey and a map or plat prepared by Pape-Dawson Engineers.

PREPARED BY: PAPE DAWSON ENGINEERS INC.  
DATE: April 22, 2003  
JOB No.: 9087-03  
FILE: N:\SURVEY03\3-9100\9087-03\WORD\9087-03.DOC

Exhibit "D"



= Camp Bullis  
 ↓  
 = Us (Cartier-Burgess)

Doc# 20040269021 Fees: \$56.00  
11/23/2004 4:10PM # Pages 22  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERRY RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas as:

NOV 23 2004



*Gerry Rickhoff*

COUNTY CLERK BEXAR COUNTY, TEXAS

**RECORDER'S MEMORANDUM**

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

# CASE NO: Z2006098

## Staff and Zoning Commission Recommendation - City Council

---

City Council Continuance from June 15, 2006

Date: June 29, 2006

Zoning Commission Meeting Date: May 16, 2006

Council District: 8

Ferguson Map: 514 B2/B3

Appeal:

Applicant: Owner

Brown, P.C. Cantera-Parkway Development Partners of SA, LP

Zoning Request: From "O-1 ERZD" Office Edwards Recharge Zone District, "O-2 ERZD" Office Edwards Recharge Zone District and "ED ERZD" Entertainment Edwards Recharge Zone District to "MPCD ERZD" Master Planned Community Edwards Recharge Zone District

46.18 acres out of NCB 14859 and NCB 34725

Property Location: 16000 Block of La Cantera Parkway

Generally Located North of La Cantera Parkway and West of IH-10 West

Proposal: To Develop a Mixed Use Project

Neighborhood Association: Legend Hills Homeowners Association, Inc. (within 200 feet)

Neighborhood Plan: None

TIA Statement: A Traffic Impact Analysis is not required.

Staff Recommendation:

Approval

Master Planned Community Districts are preferable when properties identified in a rezoning application are intended for mixed uses and consist of large acreages. This district promotes master planned communities that typically guarantee a comprehensive development that promotes compatibility and inner-connectivity within a mixed use project, traits that may be unavailable when lands are rezoned and developed independent of each other.

The subject property was annexed into the city in 1998 and remains undeveloped. The purpose of requesting the MPCD district is to develop a largely residential project with some mixed uses, mostly office, included. The property is located entirely over the Edwards Aquifer Recharge Zone but does not lie within the Gateway Corridor overlay that is located along the east and west edges of I-10. In November of 2004, the subject property was rezoned from R-6 ERZD to O-1 ERZD and O-2 ERZD. The bulk of the property received the O-2 zoning, with the O-1 district applied as a 65 foot wide strip along the north and west property line to serve as a buffer to the Legend Hills residential development.

A site plan is required with an application to rezone property to the MPCD district and must be reviewed by the zoning commission in formulating its recommendation. Additionally, the City Council will also consider an applicant's site plan and a statement reflecting mandatory adherence to the site plan must be included in the zoning ordinance. The site plan must reflect the location, type, density and size of all proposed land uses. Additionally, parks and designated open spaces are required in the MPCD on a percentage basis, and applicants are proposing a green belt/linear park along the north and west property lines, extending

# CASE NO: Z2006098

## Staff and Zoning Commission Recommendation - City Council

---

south to La Cantera Parkway. A site plan can be amended following approval by the City Council after a determination is made as to the extent of the amendment. If the amendment is deemed to be minor, changes can be made administratively by city staff. If the amendment is deemed to be a major one, the previously approved site plan must be returned to the public hearing process and re-considered by both the Zoning Commission and City Council.

### SAWS Summary

1. SAWS recommends approval of the proposed land use.
2. SAWS currently identifies the property as a Category 1 property.
3. SAWS recommends a maximum impervious cover of 65%.

### Zoning Commission Recommendation:

Approval

**CASE MANAGER :** Matthew Taylor 207-5876

### VOTE

<b>FOR</b>	<b>9</b>
<b>AGAINST</b>	<b>0</b>
<b>ABSTAIN</b>	<b>0</b>
<b>RECUSAL</b>	<b>0</b>

**Z2006098**

**ZONING CASE NO. Z2006098** – May 16, 2006

Applicant: Brown, P. C.

Zoning Request: "O-1" ERZD Office Edwards Recharge Zone District, "O-2" ERZD Office Edwards Recharge Zone District and "ED" ERZD Entertainment Edwards Recharge Zone District to "MPCD" ERZD Master Planned Community Edwards Recharge Zone District.

Daniel Ortiz, 112 E. Pecan, representing the owner, stated they are proposing to develop a mixed-use project. They have been working with Legend Hills Homeowners Association in trying to amend the restrictive covenants on this property. He stated their intent is to build at 55% impervious cover. He further stated after some changes to their project Legend Hills Homeowners Association is in favor.

**FAVOR**

Rudy Gonzales, 19106 Chesco Way, stated he was concerned with the density of this project however after meeting with Mr. Ortiz he is now in support.

Staff stated there were 15 notices mailed out to the surrounding property owners, 1 returned in opposition and 1 returned in favor and no response from Legend Hills Homeowners Association.

Everyone present, for and against having been heard and the results of the written notices having been received, the Chairman declared the public hearing closed.

**COMMISSION ACTION**

The motion was made by Commissioner Stribling and seconded by Commissioner Rodriguez to recommend approval along with the general and specific recommendations by SAWS with 65% impervious cover.

1. Property is located on 46.18 acres out of NCB 14859 and 34725 at 16000 Block of La Cantera Parkway
2. There were 15 notices mailed, 1 returned in opposition and 1 in favor.
3. Staff recommends approval.

**Z2006098**

**AYES: Avila, Robbins, Rodriguez, Westheimer, Gadberry, Marshall, Sherrill,  
Stribling, Gray**

**NAYS: None**

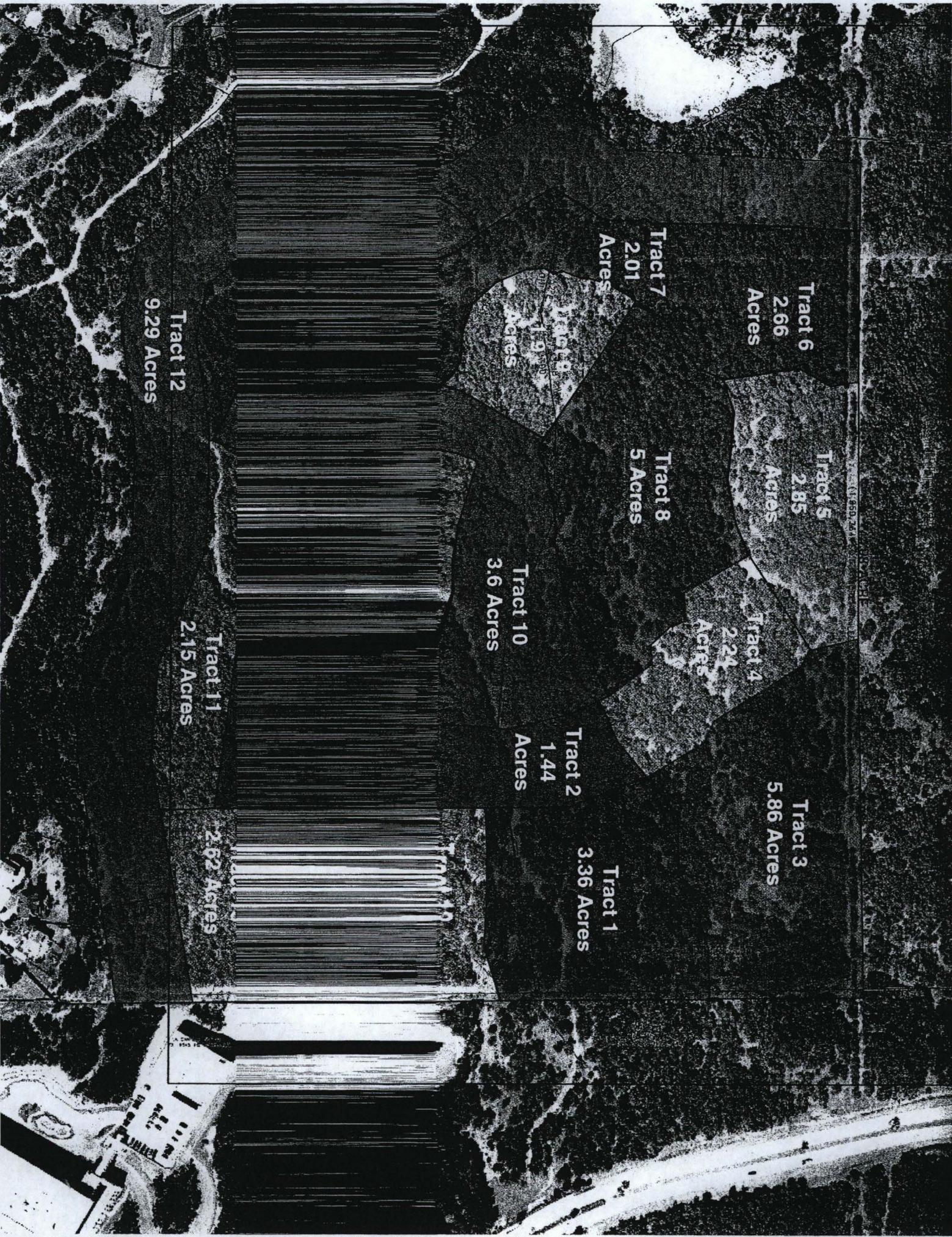
**THE MOTION CARRIED**

**RESULTS OF COUNCIL HEARING June 15, 2006**

City Council granted a continuance until June 29, 2006

**RESULTS OF NOTICE FOR COUNCIL HEARING**

To be provided at Council hearing.



Tract 6  
2.66  
Acres

Tract 7  
2.01  
Acres

Tract 8  
1.9  
Acres

Tract 5  
2.85  
Acres

Tract 8  
5 Acres

Tract 4  
2.24  
Acres

Tract 10  
3.6 Acres

Tract 2  
1.44  
Acres

Tract 3  
5.86 Acres

Tract 1  
3.36 Acres

Tract 11  
2.15 Acres

Tract 10  
2.62 Acres

Tract 12  
9.29 Acres

# LA CANTERA - ACREAGE SUMMARY

<u>TRACT</u>	<u>ACRES</u>	<u>USES</u>	<u>NUMBER OF UNITS</u>
TRACT 1	3.36	OFFICE/RETAIL/CONDOS	150
TRACT 2	1.44	LUXURY MID-RISE CONDOMINIUM AND RETAIL	150
TRACT 3	5.86	TOWNHOUSES	51
TRACT 4	2.24	LIVE WORK HOUSING	40
TRACT 5	2.85	LUXURY CONDOMINIUM	170
TRACT 6	2.66	TOWNHOUSE	25
TRACT 7	2.01	TOWNHOUSE	26
TRACT 8	5.00	TOWNHOUSE	39
TRACT 9	1.90	TOWNHOUSE	11
TRACT 10	3.60	LANDSCAPING	
TRACT 11	2.15	TOWNHOUSE	60
TRACT 12	9.29	LANDSCAPING	
TRACT 13	2.62	THREE STORY OVER PARKING	39
<b>TOTAL</b>	<b>44.98 ACRES</b>		<b>757 UNITS/ 16.8 UNITS PER ACRE</b>

**EPSTEIN**

**SAN ANTONIO WATER SYSTEM**  
**Interdepartment Correspondence Sheet**

SAWS SERVICES

2006 APR 10 P 1:38

**To:** Zoning Commission Members

**From:** Kirk M. Nixon, Manager, Resource Protection Division, San Antonio Water System

**Copies To:** Scott R. Halty, Director, Resource Protection & Compliance Department, Julia I. Mireles, P.E., Mike Barr, Resource Protection Specialist II, Aquifer Protection & Evaluation Section, File

**Subject:** Zoning Case Z2006098 (The Enclave at La Cantera)

**Date:** May 2, 2006

### **SUMMARY**

A request for a change in zoning has been made for an approximate 46.175-acre tract located on the city's northwest side. A change in zoning from **O-2 ERZD** to **MPCD ERZD** is being requested by the applicant, Brown, P.C. The change in zoning has been requested to allow for the development of a mixed use development that will consist of multi-family and commercial. The property is classified as Category 1 Property.

Based on the site evaluation of the property, and the information submitted by the applicant, SAWS staff recommends **approval** of the proposed land use. Should the city council rezone the property that is the subject of this report, the San Antonio Water System recommends that any development on that property after the zoning classification has been changed should be restricted as stated in the environmental recommendations section of this report.

### **LOCATION**

The subject property is located in City Council District 8, on La Cantera Pkwy. The property lies within the Edwards Aquifer Recharge Zone (Figures 1 and 2).

### **SITE EVALUATION**

1. Development Description:

The proposed change is from O-2 ERZD to MPCD ERZD and will allow for the construction of a mixed use development. Currently the site is undeveloped and has dense vegetation.

2. Surrounding Land Uses:

Crownridge neighborhood is located to the west and north of the property. Undeveloped land is located to the east of the property. La Cantera Pkwy and San Antonio Federal Credit Union is located to the south of the property.

3. Water Pollution Abatement Plan:

As of the date of this report, a WPAP has not been submitted to the Texas Commission on Environmental Quality (TCEQ). A WPAP will be required to be submitted to and approved by the TCEQ prior to the commencement of construction.

4. Geologic Conditions:

The Resource Protection Division of the San Antonio Water System conducted an evaluation, on March 28, 2006, of the referenced property to assess the geologic conditions and evaluate any environmental concerns present at the site. SAWS staff Geologist, Mr. Gregory James, P.G., was present during the site evaluation.

Using U.S. Geological Survey Water-Resources Investigations Report 95-4030 it was determined that the subject site was underlain by the Dolomitic Member of the Edwards Aquifer. This was verified from outcropping of bedrock onsite.

Permeability within the Dolomitic Member is generally associated with structural features. Some matrix permeability is possible, but this is also usually associated with structural features such as bedding planes. The Dolomitic Member is generally 110 to 130 feet thick in full section.

A fault was identified from geologic maps of the project site. No evidence of the fault was observed during the site evaluation. Except for a small sliver of the Lower Confining Unit of the Glen Rose located on the northeastern boundary of the project site, the fault is present entirely within the Dolomitic Member on the project site.

No significant features were observed on the project site.

## **ENVIRONMENTAL CONCERNS**

The environmental concerns associated with this development being constructed on the Edwards Aquifer Recharge Zone are:

### **General Concerns**

1. The improper use of pesticides, herbicides, or fertilizers needed for landscape maintenance that may be carried off in the first flush of stormwater run-off.
2. The build-up of hydrocarbons and other pollutants on streets, parking lots and other paved areas that are then carried off in the first flush of stormwater run-off.

## ENVIRONMENTAL RECOMMENDATIONS

The following recommendations address the environmental concerns raised by the construction of this development on the Edwards Aquifer Recharge Zone:

### Site Specific Recommendations

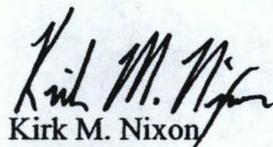
1. The impervious cover shall not exceed 65% on the site.
2. The land uses within the project site shall be in conformance with the table of permitted uses at the time the re-zoning is approved. Should a proposed use be listed as requiring City Council approval, the owner/operator shall apply for re-zoning for that particular use at the project site. If the land use is listed as special use, a special permit must be obtained for that use. If the land use is listed as not allowed, that land use will not be permitted on the project site.
3. The owner of all water pollution abatement structures shall ensure these structures are properly maintained and kept free of trash and debris. A signed water quality maintenance plan must be submitted to the Resource Protection Division of SAWS. If at any time the ownership of the property changes, the seller must disclose to the buyer all the requirements of the water quality maintenance plan. The new owner must submit a signed water quality maintenance plan to the Resource Protection Division of SAWS.
4. Landscaped areas shall be sensitive to minimizing water needs, i.e., use of native plants. Each purchaser of an individual lot or tenant within this development shall be informed by the seller or lessor in writing about Best Management Practices (BMP) for pesticide and fertilizer application. Preventing Groundwater Pollution, A Practical Guide to Pest Control, available from the Edwards Aquifer Authority (210/222-2204), or equivalent information produced by the U.S. Natural Resource Conservation Service, Texas Department of Agriculture, U.S. Department of Agriculture, shall be used.
5. The applicant shall notify the Construction Compliance Section of the Resource Compliance Division of SAWS at (210) 233-3564 no later than 48 hours prior to the commencement of construction at the site. If any significant geologic features such as, but not limited to, solution openings, caves, sinkholes, or wells are found during the excavation, construction, or blasting, the developer shall notify the Texas Commission on Environmental Quality at (210) 490-3096 and the Resource Protection Division of the San Antonio Water System at (210) 233-3526.
6. If any sensitive geologic features such as, but not limited to, solution openings, caves, sinkholes, or wells are found during the excavation, construction, or blasting, the developer shall notify the Texas Commission on Environmental Quality at (210) 490-3096 and the Resource Protection Division of the San Antonio Water System at (210) 233-3526.

### General Recommendations

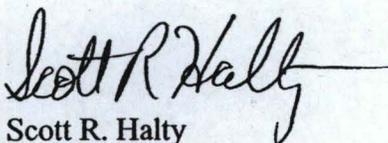
1. Prior to the release of any building permits the owner/operator of any Category 2 property shall submit an Aquifer Protection Plan to the Resource Protection Division of the San Antonio Water System.
2. Prior to the release of any building permits, the following shall be submitted to the SAWS Aquifer Protection & Evaluation Section of the Resource Protection Division:
  - A. A copy of the Water Pollution Abatement Plan (WPAP) shall be submitted for each particular development/use within the area being considered for re-zoning,
  - B. A set of site specific plans which must have a signed Engineers Seal from the State of Texas,
  - C. A WPAP approval letter from the Texas Commission on Environmental Quality (TCEQ),
  - D. A copy of the approved Water Pollution Abatement Plan.
3. The storage, handling, use and disposal of all over the counter hazardous materials within this development shall be consistent with the labeling of those materials. Failure to comply with the label warnings may constitute a violation of Federal law.
4. If a water quality basin is constructed on the property, the following is required:
  - A. Prior to the start of the basin construction, the owner will notify the Aquifer Protection and Evaluation Section of the San Antonio Water System at (210) 233-3526 to schedule a site inspection.
  - B. After basin construction is complete and prior to the start of business, the owner will notify the SAWS Aquifer Protection and Evaluation Section at (210) 233-3526 to schedule a site inspection. Additionally, we recommend a maintenance plan and schedule be developed and submitted to SAWS Aquifer Protection and Evaluation Section.
  - C. If the basin fails to drain properly, the owner will notify the Construction Section of the Resource Compliance Division at (210) 233-3564 prior to any discharge of water.
  - D. If at any time the ownership of the property changes, the seller must inform the buyer of all requirements for maintenance of the Basin. A signed basin maintenance plan and schedule agreement, from the new owner, must be submitted to the Resource Protection Division of SAWS.
5. The City of San Antonio shall inspect all future construction of the sewage collection system to include service laterals and sewer mains for proper construction according to State and City Regulations and Code.

6. The Resource Protection Division staff shall have the authority to inspect the site to ensure that the approved recommendations are being strictly adhered to during and after construction of the project.

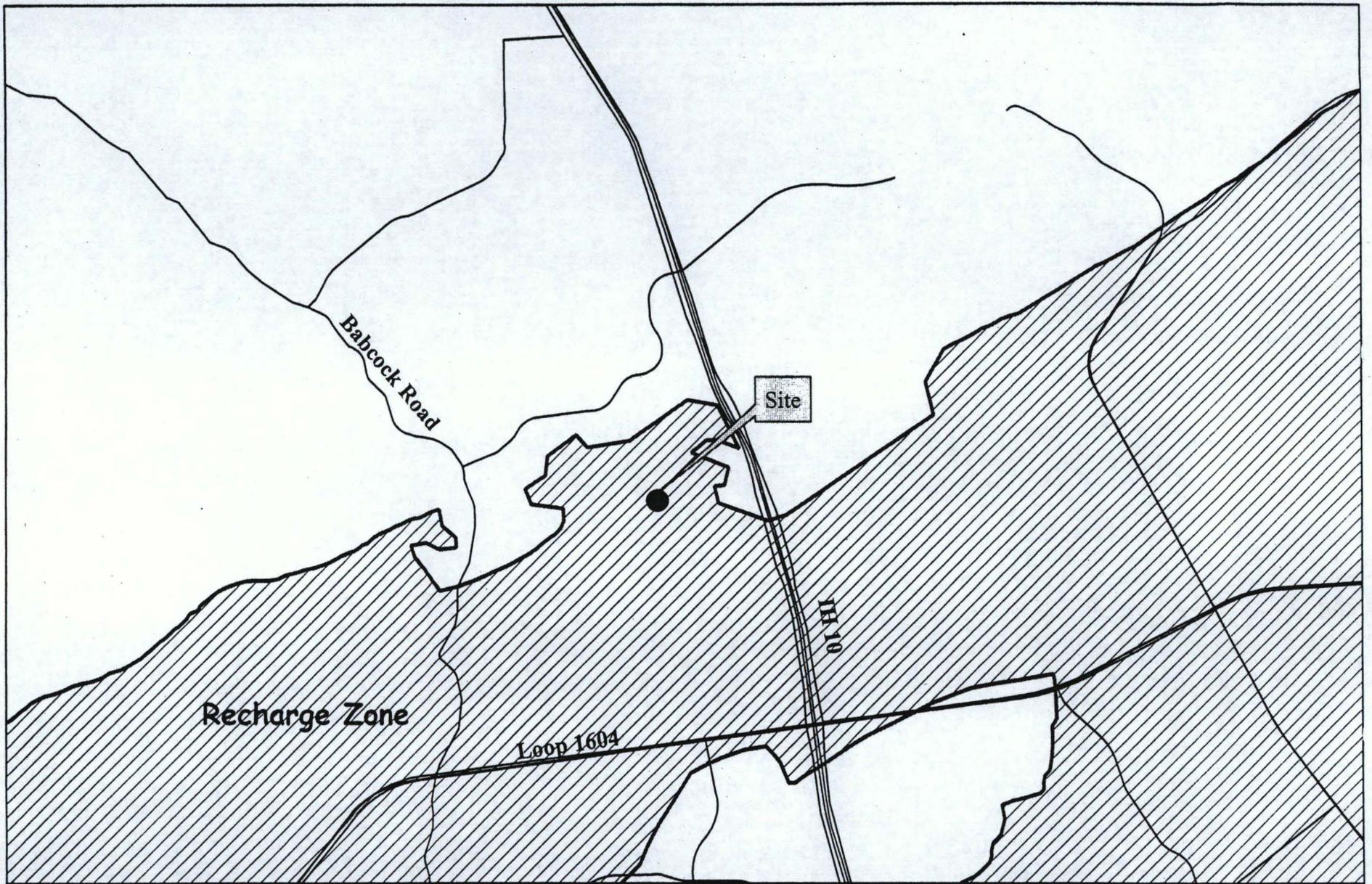
Based on the site evaluation of the property, and the information submitted by the applicant, staff recommends **approval** of the proposed land use. Additionally, SAWS staff recommends that the applicant, or any future owner, comply with the above recommendations in regards to the development of the subject property.

  
Kirk M. Nixon  
Manager  
Resource Protection Division

APPROVED:

  
Scott R. Halty  
Director,  
Resource Protection & Compliance Department

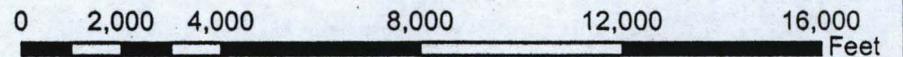
KMN:MJB



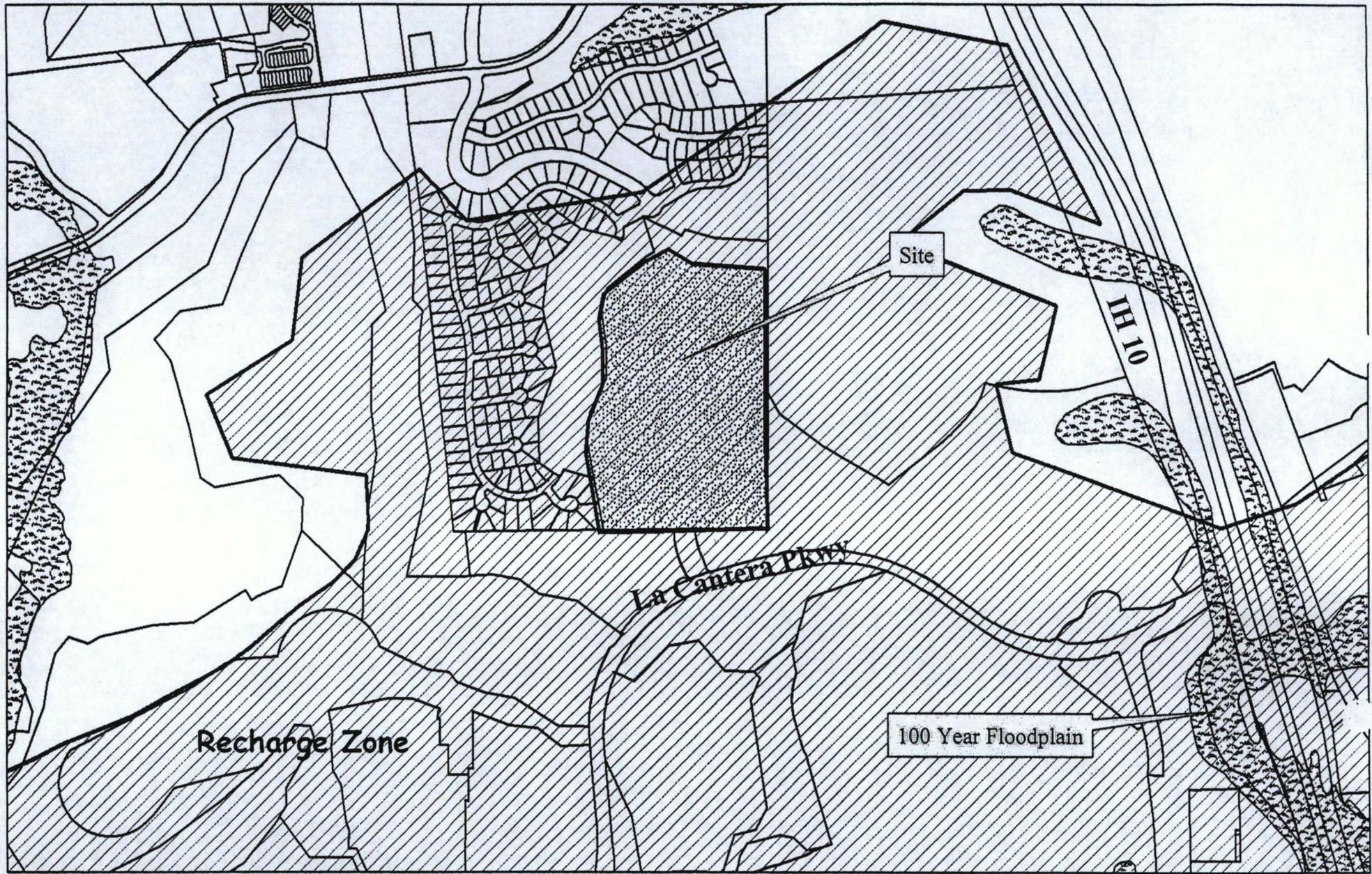
**Zoning Case No. Z2006098 Figure 1**  
**La Cantera Parkway Mixed - Use Development**  
**Map Page 514 B2**

X=2091454 Y=13768863

Map Prepared by Aquifer Protection and Evaluation MJB 3/27/2006



1:45,988



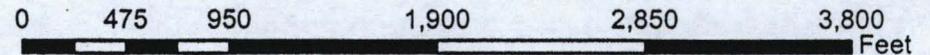
**Zoning Case No. Z2006098 Figure 2**

La Cantera Parkway Mixed - Use Development

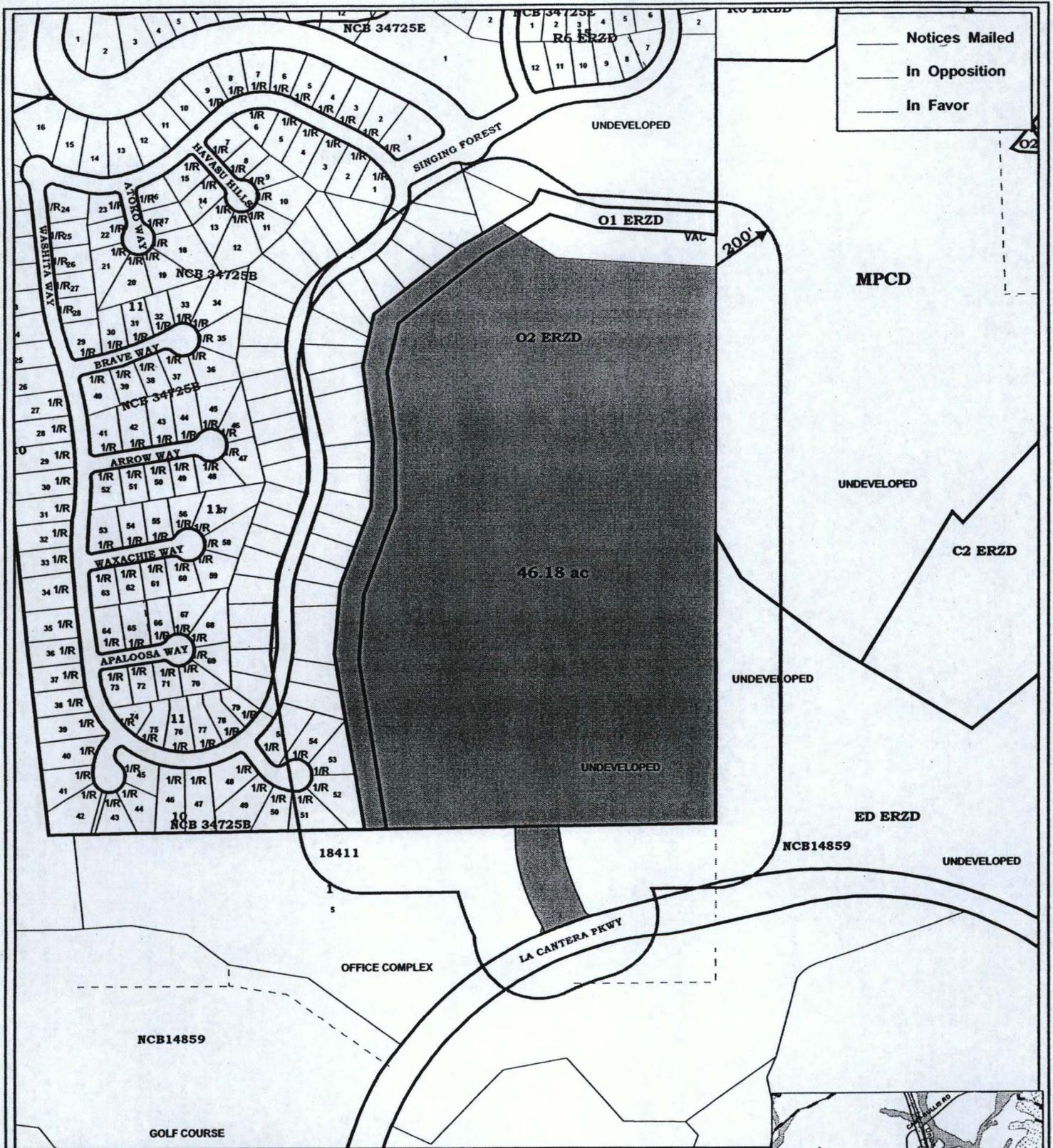
Map Page 514 B2

X=2091454 Y=13768863

Map Prepared by Aquifer Protection and Evaluation MJB 3/27/2006



1:10,607



# ZONING CASE: Z2006-098

City Council District No. 8  
 Requested Zoning Change  
 From "O-1 ERZD," "O-2 ERZD," and "ED ERZD"  
 To "MPCD ERZD"

Date: June 29, 2006  
 Scale: 1" = 400'

- Subject Property
- 200' Notification



C:May\_2\_2006



Affidavit of Publisher

**PUBLIC NOTICE**

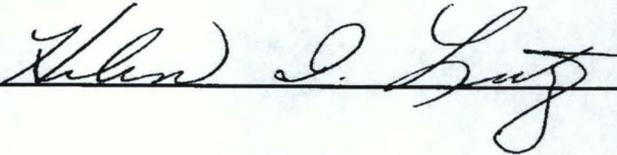
**AN ORDINANCE  
2006-06-29-0821**

AMENDING CHAPTER 35 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS: 46.18 acres out of NCB 14859 and NCB 34725, From "O-1 ERZD" Office Edwards Recharge Zone District, "O-2 ERZD", Office Edwards Recharge Zone District and "ED ERZD" Entertainment Edwards Recharge Zone District to "MPCD ERZD" Master Planned Community Edwards Recharge Zone District. "THE PENALTY FOR VIOLATION IS A FINE NOT TO EXCEED \$1,000.00".  
777

STATE OF TEXAS  
COUNTY OF BEXAR  
S.A. - CITY CLERK

Before me, the undersigned authority, on this day personally appeared Helen I. Lutz by me duly sworn, says on oath that she is Publisher of the Commercial Recorder, a newspaper in general circulation in the City of San Antonio, in the State and County aforesaid, and that Ordinance 2006-06-29-0821 here to attached has been published in every issue of the newspaper on the following days, to wit:

07/07/2006.

  
\_\_\_\_\_

Sworn to and subscribed before me this 7th day of of July, 2006.

  
\_\_\_\_\_

