

AN ORDINANCE 2011-06-09-0492

AUTHORIZING A SECOND AMENDMENT AND RESTATED AGREEMENT TO EXTEND LIMITED PURPOSE ANNEXATION OF THE SOUTH LAKE DEVELOPMENT PROJECT AREA THAT CONSISTS OF APPROXIMATELY 532.59 ACRES AND POSTPONING THE DATE FOR FULL PURPOSE ANNEXATION AUTHORIZED BY ORDINANCE NO. 2006-08-17-0920 ON AUGUST 17, 2006

* * * * *

WHEREAS, Owners own approximately 532.59 acres of land, generally located at the southwest intersection of State Highway 16 and Watson Road in San Antonio, Bexar County, Texas, such property more specifically described by field notes in the attached Agreement; and

WHEREAS, Ordinance # 2006-08-17-0920 passed and approved by City Council on August 17, 2006, authorized an Agreement to Extend Limited Purpose Annexation and to Fix the Date for Full Purpose Annexation (the "Agreement"); until, on or after December 31, 2035, for the Property, and

WHEREAS, Ordinance # 2008-06-19-0615, passed and approved by City Council on June 19, 2008, approved the first amendment to the Agreement, extending Owners' time of performance to donate 2.5 acres of real property until September 12, 2011; and

WHEREAS, Owners now seek a second amended Agreement to postpone the effective dates of the term of the Agreement and to extend the due date of Owners' performance to donate to the City approximately 2.5 contiguous acres of real property or provide alternative consideration for such property; and

WHEREAS, Owners and the City now wish to rescind the first amended Agreement and to amend and restate the terms and conditions of the original Agreement; **NOW THEREFORE**,

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

SECTION 1. The City Manager or her designee is authorized to execute the Second Amendment and Restated Agreement to Extend Limited Purpose Annexation and Extend the Date for Full Purpose Annexation between Presto Tierra, Ltd., Presto Commercial #2, LLC and the City of San Antonio. A copy of the Agreement is in substantially the same form as **Attachment I** and is incorporated herein for all purposes. The Contract must be executed within 45 days of signing of this Ordinance; if the parties are not able to finalize within 45 days, the amendments must be considered through a subsequent ordinance. Should an agreement be negotiated which substantially varies from the terms of the attached Agreement, the Agreement must be considered through a subsequent ordinance. The Agreement must be executed by the Owners of the real property in question, must be in recordable form and must comply with Section 42.127, Texas Local Government Code. The Owners must submit evidence of

ownership of the real property to the City Attorney for review prior to the execution of the Agreement.

SECTION 2. The City Manager or a designee is authorized to approve and provide written acceptance of a general warranty deed conveying fee simple title to approximately 2.5 contiguous acres of real property, not located within the 100-year regulatory floodplain, located within the Property or within an area generally referred to and known as "City South", Bexar County, Texas, (the "Donated Property") at no cost to the City by January 1, 2014. The City Clerk shall file a true and correct copy of the Acceptance, Notice and agreement(s) with this Ordinance.

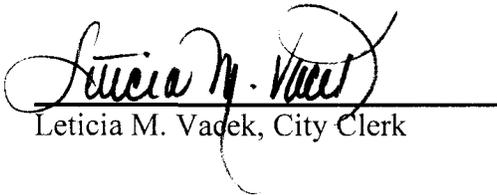
SECTION 3. This ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise it shall be effective on the tenth day after passage.

PASSED AND APPROVED this the 9th day of June, 2011.

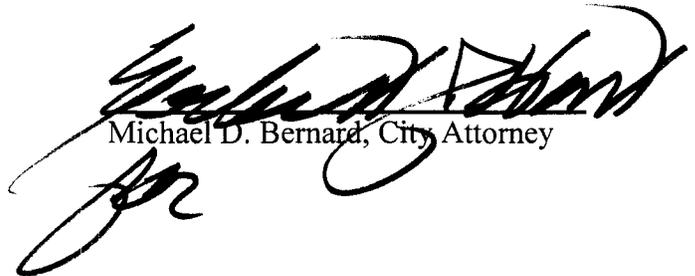


M A Y O R
Julián Castro

ATTEST:


Leticia M. Vadek, City Clerk

APPROVED AS TO FORM:


Michael D. Bernard, City Attorney

Agenda Item:	23						
Date:	06/09/2011						
Time:	10:05:15 AM						
Vote Type:	Motion to Appr w Cond						
Description:	An Ordinance authorizing the Second Amendment to the "Agreement to Extend Limited Purpose Annexation and to Fix the Date for Full-Purpose Annexation" for the Crosswinds at Southlake Special Improvement District located in Council District 4. [T.C. Broadnax, Assistant City Manager/Interim Director, Planning and Community Development]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Attachment I

Second Amendment and Restated Agreement
to Extend Limited Purpose Annexation
of the South Lake Development Project Area

To Ordinance No. _____

Passed and Approved June 9, 2011

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Second Amendment and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation is entered into by and between Presto Tierra, Ltd. and Presto Commercial #2, LLC (collectively "Owners"), both in their own name and as successor in interest to Crosswinds at South Lake, L.P., and the City of San Antonio (the "City"), a home rule municipality (collectively, the "Parties"). The Property Owners represent themselves, their owners, successors, and assigns.

The Property Owners represent and warrant:

1. The Owners individually or collectively own approximately 532.59 acres of real property ("the Property") in fee simple and the property is located within Bexar County, Texas;
2. The Property is within the extraterritorial jurisdiction ("ETJ") of the City and the Property is presently annexed by the City for limited purposes; and
3. **Attachment "A"** attached and incorporated herein for all purposes, is a true and correct legal description of the Property.

**ARTICLE I.
LIMITED PURPOSE ANNEXATION**

The Property Owners waive any and all requirements of Section 43.127 of the Texas Local Government Code that may require the City to annex the Property for full purposes within three (3) years of the original effective date of the limited-purpose annexation of the Property. The Property Owners further waive any and all claims that they may, have known or unknown, as to limited purpose annexation of the Property as it was adopted by the City on or about the original effective date of the limited purpose annexation. Except as specifically set forth herein, nothing in this Agreement limits the City's ability to affect the Property by revising the Regulatory Plan, the City's Master Plan or the zoning in accordance with applicable law.

**ARTICLE II.
TERM**

The Property Owners and City hereby agree to postpone the full purpose annexation of the Property until (i) on or after 30 years from the date the first building permit application for a permanent structure(s) on any portion of the Property is submitted to the City for administrative review, or (ii) 30 years after January 1, 2014, whichever occurs first. In no event shall the term extend beyond December 31, 2044. City agrees it shall take no action to annex the Property for full purposes prior to the expiration of 30 years from the date the first building permit application for a permanent structure(s) on any portion of the Property is submitted to the City for administrative review or 30 years from January 1, 2014, whichever occurs first. The Property Owners hereby agree that this Agreement constitutes a petition to the City, acting in the City's sole discretion, to annex the Property for full purpose under the

provisions of Section 43.052 (h) of the Texas Local Government Code on or after the expiration of 30 years from the date of the first building permit application for a permanent structure(s) on any portion of the Property is submitted to the City for administrative review, or to annex effective December 31, 2044. The City is not obligated to annex the Property for full purposes on December 31, 2044 or at any other time.

**ARTICLE III.
CONSIDERATION**

In consideration of the City's consent to extend limited purpose annexation of the Property as set forth herein, the Property Owners shall by January 1, 2014, at no cost to the City, donate approximately 2.5 acres of real property (the "Donated Property") suitable for the location of a municipal facility, located within the area generally referred to as "City South", Bexar County, Texas, and not located within the 100 year regulatory floodplain. Owners shall convey the Donated Property in fee simple by warranty deed which acceptance shall be approved by the City Manager or her designee. Alternatively, Owners may, not later than January 1, 2014, pay to the City the "Price," as defined below.

In the event the Parties are unable to mutually agree upon a tract of approximately 2.5 acres for the Donated Property, such agreement being at the discretion of the City, Owners may pay cash in lieu of the Donated Property in the amount of sixteen thousand and no one-hundredths dollars (\$16,000.00) cash per acre, as adjusted in accordance with ARTICLE V below, not later than January 1, 2014. If Owners fail to convey the Donated Property or to pay to the City the amount of sixteen thousand and no one-hundredths dollars (\$16,000.00) cash per acre in lieu of the real property donation by January 1, 2014 such failure shall constitute a breach of this Agreement and the Agreement may be terminated at the sole discretion of the City and City may proceed with full purpose annexation of the Property.

**ARTICLE IV.
TERMINATION**

This Agreement shall terminate no later than December 31, 2044. This Agreement may terminate in accordance with any other provision of this Agreement. Owners shall either make the conveyance of the Donated Property or pay to City the amount of \$16,000 per acre, in lieu of conveyance of the 2.5 acre Donated Property, within two (2) years of January 1, 2014. Failure of Owners to convey 2.5 acres of land as mutually agreed by the Parties or to pay City the amount of \$16,000 per acre, with adjustments for the Consumer Price Index, in lieu of such 2.5 acre donation, by January 1, 2014 shall constitute a breach of contract and will be grounds for immediate termination of this Second Amendment and Restatement to Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation. Notwithstanding the foregoing, before the City may terminate this Agreement for the Property Owners' failure to donate the Donated Property or pay cash in lieu of the real property donation, the City must provide the Property Owners with thirty (30) days written notice and cure period within which to make such donation or payment.

**ARTICLE V.
CONSUMER PRICE INDEX**

At the date this Agreement is signed, the Price is \$16,000 per acre cash consideration in lieu of land donation. At closing, the Price shall be adjusted according to changes in the Consumer Price Index—All Urban Consumers, CUUR0000SA0, Not Seasonally Adjusted, U.S. city average, All items, 1982-84=100 (“CPI”).

The adjustment consists of multiplying the \$16,000 per acre by a fraction. The numerator of the fraction is the CPI index number for the month before the month the payment is made. The denominator of the fraction is the CPI index number for the month before the month this Agreement is signed. If the product of the multiplication is greater than \$16,000 per acre, the product is the Price. The Price will never be less than \$16,000 per acre.

If the Department of Labor ceases publishing the Consumer Price Index—All Urban Consumers, CUUR0000SA0, Not Seasonally Adjusted, U.S. city average, All items, 1982-84=100, the City may specify an alternative equivalent inflationary tracking index.

**ARTICLE VI.
ANNEXATION**

The City may terminate the Agreement and annex the Property on or after the date upon which at least 95% of the net acreage of the Property, excluding the regulatory floodplain, has been developed with water, wastewater treatment, drainage, and road facilities and the Owners have been fully reimbursed for the design and construction of such infrastructure facilities. Net acreage, as used herein, shall be as that term is defined in Chapter 35 of the City Code of the City of San Antonio, Texas, as of the date of this Agreement.

The Owners hereby agree that this Agreement, subject to the terms and conditions herein, constitutes a voluntary petition to the City, acting in the City’s sole discretion, for annexation of the Property for full purposes under the provisions of Section 43.052 (h) of the Texas Local Government Code at the times provided in ARTICLE II of this Agreement. The City is not obligated to annex the Property for full purposes at any time.

To accomplish such annexation, the City will not need to take the following actions, all of which are waived by the Owners:

- (a) adopt or amend an annexation plan to include the Property;
- (b) give notice to any service providers in the area of the Property;
- (c) compile an inventory of services provided to the area by both public and private entities prior to the City’s annexation or make such inventory available for public inspection;
- (d) complete a service plan that provides for the extension of full municipal services to the Property, other than the Service Plan;
- (e) hold any public hearings; and
- (f) undertake any negotiations for provision of services to the Property.

The Owners confirm and agree that, as the Owners are the sole owners of the Property as of the Effective Date, such voluntary petition may not be revoked by the Owners except as provided by this Consent, and is intended to be and shall be binding upon the Owners and their successors in interest in ownership of any right, title or interest in and to the Property or any part thereof.

Subject to the terms and conditions herein, the Owners irrevocably waive any and all legal requirements applicable to annexation of the Property by the City, to the fullest extent permitted by law. The Owners agree to execute any and all documents reasonably requested by the City to evidence such waiver and the consent granted.

ARTICLE VII. DEVELOPMENT STANDARDS

GASB Compliance. Owners shall ensure that all development within the Property complies with the Government Accounting Standard Board (GASB) standards for reporting values for general infrastructure assets.

Pavement Condition Maintenance. Owners shall ensure that all paved roads within the Property shall be constructed and maintained at the City's minimum rating on the Pavement Condition Index (PCI), currently set at 62, and promptly adjust with any changes to the PCI by the City.

Regulatory Plan. The Regulatory Plan for Southside Study Area # 1, incorporated in Ordinance No. 96557, is attached hereto and incorporated herein as if set out verbatim for all purposes as **Attachment "B"**. Notwithstanding the foregoing, however, nothing in this Agreement limits, waives or amends the terms and provisions of the prior existing "Development Agreement" authorized by Ordinance No. 2006-01-05-3, passed and approved by City Council on January 5, 2006.

ARTICLE VIII. ENTIRE AGREEMENT

This Agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

Executed by the Parties to be effective on the date of City Council approval if approved by eight or more affirmative votes otherwise this Agreement is effective 10 days after City Council approval.

IN WITNESS WHEREOF, the Parties each duly executed this Second Amendment and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation as of the dates shown adjacent to their signatures below.

[Signatures on next page]

THE CITY:

THE CITY OF SAN ANTONIO

By: _____
Name: _____
Title: _____
Date: _____

PRESTO:

PRESTO TIERRA, LTD.,
by and through its General Partner,

By: _____
Name: _____
Title: _____
Date: _____

PRESTO COMMERCIAL #2, LLC

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned, a Notary Public, on this day personally appeared _____ of the City of San Antonio, a Texas home rule municipality, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed as the act of such corporation for the purpose and consideration therein expressed, and in the capacity herein stated.

Given under my hand and seal of office this _____ day of _____, 2011.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned, a Notary Public, on this day personally appeared _____ of _____, a Texas and General Partner of Presto Tierra, Ltd, a Texas limited partnership, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed as the act of such for the purpose and consideration therein expressed, and in the capacity herein stated.

Given under my hand and seal of office this _____ day of _____, 2011.

Notary
Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned, a Notary Public, on this day personally appeared _____ of _____, a Texas and General Partner of Presto Commercial, # 2, LLC., a Texas limited liability company, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed as the act of such for the purpose and consideration therein expressed, and in the capacity herein stated.

Given under my hand and seal of office this ____ day of _____, 2011.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Office of the City Attorney
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-966

Attn:

FIELD NOTES

FOR

A 532.59 acre, or 23,199,987 square foot more or less, tract of land being all of that 314.189 acre tract recorded in Volume 9950, Pages 1763-1766 of the Official Public Records of Real Property, Bexar County, Texas, all of a 50.457 acre tract recorded in Volume Page of the Official Public Record of Real Property, Bexar County, Texas, all of a 99.0 acre tract recorded in Volume 10571, Pages 1809-1810 of the Official Public Records of Real Property, Bexar County Texas, all of an 84.129 acre tract recorded in the Deed Records of Bexar County, Texas, and a portion of a 40 acre tract recorded in Volume 7233, Pages 705-707 of the Deed Records of Bexar County, Texas. Said 532.59 acre tract being more fully described as follows:

BEGINNING At a point in the west right of way line of State Highway 16, a variable width right of way, a south corner of a 2.649 acre tract recorded in Volume 10297, Page 2015 of the Official Public Record of Real Property, Bexar County, Texas and a northeast corner of said 532.59 acre tract

THENCE: S 34°07'24"W, a distance of 2010.55 feet to a point;

THENCE: S 45°26'28"W, a distance of 204.18 feet to a point;

THENCE: S 34°08'43"W, a distance of 476.60 feet to a point;

THENCE: Southwesterly, along the arc of a curve to the left, said curve having a radial bearing of S 55°51'17" E, a radius of 5829.65 feet, a central angle of 10°25'00", a chord bearing and distance of S 28°56'13" W, 1058.40 feet, for an arc length of 1059.86 feet to a point;

THENCE: S 23°43'43"W, a distance of 617.83 feet to a point;

THENCE: Along and with the Medina river the following calls and distances:

N 73°11'21"W, a distance of 171.65 feet to a point;

N 51°45'27"W, a distance of 278.86 feet to a point;

N 61°51'16"W, a distance of 224.56 feet to a point;

: S 59°13'17"W, a distance of 179.38 feet to a point;
S 33°54'40"W, a distance of 471.18 feet to a point;
S 09°10'33"E, a distance of 463.33 feet to a point;
S 08°58'13"E, a distance of 96.30 feet to a point;
S 17°04'03"W, a distance of 236.28 feet to a point;
S 78°19'36"W, a distance of 193.07 feet to a point;
S 24°31'46"W, a distance of 98.32 feet to a point;
S 12°49'50"E, a distance of 176.04 feet to a point;
S 77°14'35"W, a distance of 322.91 feet to a point;
N 42°54'30"W, a distance of 121.89 feet to a point;
S 75°05'24"W, a distance of 286.76 feet to a point;
S 22°48'36"W, a distance of 191.20 feet to a point;
S 32°35'09"E, a distance of 211.08 feet to a point;
S 88°13'05"E, a distance of 110.58 feet to a point;
S 40°25'27"E, a distance of 88.10 feet to a point;
S 01°52'27"W, a distance of 126.07 feet to a point;
S 68°16'28"W, a distance of 327.78 feet to a point;
N 47°47'17"W, a distance of 425.54 feet to a point;
N 32°23'56"W, a distance of 310.34 feet to a point;
N 20°29'02"W, a distance of 425.00 feet to a point;

N 18°56'18"E, a distance of 301.27 feet to a point;
N 61°57'46"W, a distance of 151.81 feet to a point;
N 39°08'05"W, a distance of 158.28 feet to a point;
N 34°44'11"E, a distance of 145.36 feet to a point;
N 02°32'46"E, a distance of 340.55 feet to a point;
N 17°59'59"W, a distance of 108.46 feet to a point;
S 80°45'29"W, a distance of 133.24 feet to a point;
N 00°18'52"W, a distance of 3.73 feet to a point;
N 85°38'48"W, a distance of 212.95 feet to a point;
S 66°57'10"W, a distance of 582.98 feet to a point;
N 26°13'27"W, a distance of 313.00 feet to a point;

THENCE: N 00°02'32"E, leaving said Medina River a distance of 23.57 feet to a point, the southwest corner of a called 84.29 acre tract recorded in Volume 7215, Pages 86-88 of the Deed Records of Bexar County, Texas and the southeast corner of a 100.098 acre tract recorded in Volume 8463, Pages 817-819 of the Official Public Records of Bexar County, Texas;

THENCE: N 00°02'32"E, along and with the west boundary line of said 84.29 acre tract and the east line of said 100.098 acre tract a distance of 4851.53 feet to a point, a point in the south right of way line of said Watson Road;

THENCE: S 81°03'02"E, along and with the south right of way line of said Watson Road a distance of 109.26 feet to a point;

THENCE: S 72°51'57"E, along and with the south right of way line of said Watson Road a distance of 216.55 feet to a point;

- THENCE: S 00°03'33"E, departing said south right of way line of said Watson Road, along and with the west boundary line of said 84.29 acre tract and the west line of a 2.934 acre tract recorded Volume 9307, Pages 335-337 of the Official Public Records of Real Property of Bexar County, Texas a distance of 474.32 feet to a point, the southwest corner of said 2.934 acre tract;
- THENCE: S 00°07'55"E, along and with the west line of said 84.29 acre tract and the east line of a 15.0 acre tract recorded in Volume 7215, Pages 89-91 of the Deed Records of Bexar County, Texas a distance of 682.69 feet to a point;
- THENCE: S 87°13'51"E, along and with the north line of said 84.29 acre tract and the south line of said 15.0 acre tract a distance of 565.02 feet to a point;
- THENCE: N 00°01'47"E, along and with the east line of said 15.0 acre tract and a 99.00 acre tract recorded in Volume 10571, Pages 1809-1810 of the Official Public Records of Real Property of Bexar County, Texas a distance of 383.32 feet to a point;
- THENCE: S 80°59'59"E, along and with a north line of said 99.00 acre tract and the south line of a 3.0 acre tract recorded in Volume 4552, Page 881 of the Official Public Records of Real Property of Bexar County, Texas a distance of 299.43 feet to a point, a point in the south line of said State Highway 16;
- THENCE: N 00°33'25"E, along and with the south line of said Watson Road and the north line of said 99.00 acre tract a distance of 728.10 feet to a point;
- THENCE: S 81°38'54"E, along and with the south line of said Watson Road and the north line of said 99.00 acre tract a distance of 806.52 feet to a point, a northeast corner of said 99.00 acre tract and the northwest corner of a 40 acre tract recorded in Volume 7233, Pages 705-707 of the Deed Records of Bexar County, Texas;
- THENCE: S 78°47'58"E, along and with the south line of said Watson Road and the north line of said 40 acre tract a distance of 546.69 feet to a point;
- THENCE: S 00°07'31"W, departing said south line of said Watson Road, along and with an east line of said 40.0 acre tract and the west line of a 2.00 acre

tract recorded in Volume 11107, Pages 7-8 recorded in the Official Public Records of Bexar County, Texas a distance of 298.88 feet to a point;

- THENCE: S 80°52'29"E, along and with a north line of said 40.0 acre tract and the south line of said 2.00 acre tract a distance of 295.19 feet to a point;
- THENCE: N 00°07'31"E, along and with a west line of said 40.0 acre tract and the east line of said 2.00 acre tract a distance of 298.88 feet to a point, a point in the south right of way line of said Watson Road;
- THENCE: S 80°50'30"E, along and with the south line of said Watson Road and a north line said 40.0 acre tract of a distance of 279.85 feet to a point;
- THENCE: S 80°48'34"E, along and with the south line of said Watson Road a distance of 1723.87 feet to a point;
- THENCE: S 76°10'33"E, along and with the south line of said Watson Road a distance of 422.33 feet to a point;
- THENCE: S 69°36'27"E, along and with the south line of said Watson Road a distance of 405.06 feet to a point;
- THENCE: S 72°00'39"E, along and with the south line of said Watson Road a distance of 365.51 feet to a point;
- THENCE: S 18°57'11"E, a distance of 120.19 feet to the point of beginning, containing 532.59 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 Engineers, Inc.
DATE: September 6, 2005
JOB No.: 9198-05
DOC.ID. N:\Survey05\5-9200\9198-05\DOC\919805FN.doc

**SOUTHSIDE INITIATIVE
REGULATORY PLAN
FOR
SOUTHSIDE STUDY AREA "1"**

ATTACHMENT B

**Southside Study Area 1
Regulatory Plan**

Area Description

The area proposed to be annexed for limited purposes covers approximately 8,358 acres generally extending from the south side of the existing City Limits near Loop 410 between IH-35 and State Highway 16 to about 1,350 feet south of the Medina River centerline as defined by the Texas Department of Transportation.

Comprising the predominant use, approximately 82 percent of the study area is agricultural land. The remainder of the study area includes a range of land uses. Undeveloped or underdeveloped lands comprise about 8 percent of the study area. Approximately 5 percent of the area currently is in residential use. Commercial uses comprise about 4 percent of the land area. Public or institutional uses comprise the remaining area.

The area's population is estimated at approximately 678 residents and contains about 185 dwelling units.

Regulatory Plan for Southside Limited Purpose Annexation Area #1

Development Regulations

The following planning, zoning, health and safety ordinances will be enforced in the area if annexed for limited purposes:

- Building Code (Chapter 6 of the Municipal Code)
- Electricity Code (Chapter 10 of the Municipal Code)
- Fire Prevention Code (Articles III and IV of Chapter 11 of the Municipal Code)
- Solid Waste Code specifically pertaining to Lot Clearance (Article V of Chapter 14 of the Municipal Code)
- Licenses and Business Regulations specifically pertaining to Salvage Yards and Auto Dismantlers (Article VII of Chapter 16 of the Municipal Code)
- Plumbing Code (Chapter 24 of the Municipal Code)
- Signs and Billboards (Chapter 28 of the Municipal Code)
- Water and Sewers (Chapter 34 of the Municipal Code)
- Unified Development Code (Chapter 35 of the Municipal Code) including, but not limited to, all zoning regulations

and all subsequent amendments, replacement ordinances, and related technical and illustrative manuals to these ordinances. The City has used its best efforts to provide accurate references to the Municipal Code sections in which the ordinances described above are codified. In the event that a portion of the Municipal Code listed above contains a reference to a portion of the Municipal Code or another City Ordinance that

is not listed above then, to the extent necessary to either provide meaning to or to carry out the meaning of the listed portions, the referenced portions of the Municipal Code or other City Ordinances shall also apply. Any failure to list all relevant Municipal Code references is inadvertent and will not affect enforcement of the ordinances by the City.

The adopted regulatory plan must be the same as the proposed regulatory plan unless the San Antonio City Council finds and states in the ordinance the reasons for adoption of a different regulatory plan. The San Antonio City Council by ordinance may change an adopted regulatory plan if, in the ordinance making the change, the City Council finds and states the reasons for the adoption of the change.

Changes:

The following changes to the regulatory plan for limited purpose annexation are recommended as a result of the public hearings and public meetings with property owners of the affected area:

- **Fences:**

Property owners will be allowed to erect, maintain and repair traditional barbed wire or electric fences used in conjunction with agricultural, farming or ranching operations. (The following sections of the City Code shall not apply: Sec. 6-2b, Barbed wire fences and Sec. 10-93 d, electrified fences)

- **Non-Conforming Rights:**

To establish nonconforming rights for zoning, property owners with existing land uses are encouraged to register within one year of the annexation date with the Development Services Department. A Certificate of Occupancy will be issued certifying only those uses required by applicable City and State Codes. Unless exempted by Chapter 43 of the Texas Local Government Code, nonconforming rights to allow future construction or the development of a master plan must be filed within 60 days of annexation, with the Department of Planning in accordance with the Unified Development Code (UDC). There are no fees associated with registration of existing non-conforming uses.

The following regulations are added to apply and enforce the Fire Prevention Code:

- Fire Prevention Code (Articles I and II of Chapter 11 of the Municipal Code)

Future Full Purpose Annexation

The area will be included within the City's full purpose jurisdiction within three years of the effective date of the limited purpose annexation ordinance unless the date for full purpose annexation is postponed by written agreement between the City and a majority of the affected landowners.