

AN ORDINANCE 2013-12-05-0876

**AUTHORIZING THE EXECUTION OF THE THIRD AMENDMENT TO THE “AGREEMENT TO EXTEND LIMITED PURPOSE ANNEXATION AND TO FIX THE DATE FOR FULL PURPOSE ANNEXATION” FOR THE CROSSWINDS AT SOUTH LAKE SPECIAL IMPROVEMENT DISTRICT LOCATED IN COUNCIL DISTRICT 4.**

\* \* \* \* \*

**WHEREAS**, on August 17, 2006, the City Council authorized an agreement with Presto Tierra, Ltd., Presto Commercial #2, LLC, and Crosswinds at South Lake, L.P.(the “Property Owners”) to extend the limited purpose annexation status of the property known as Crosswinds at South Lake, located in City Council District 4, in Limited Purpose Area #1, comprised of approximately 532.59 acres at the southwest intersection of Highway 16 and Watson Road, in Bexar County (the “Property”), and fixed the full-purpose annexation date to on or about December 30, 2035; and

**WHEREAS**, the Property owners have subsequently entered into a First Amended and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the “First Amendment”); and a Second Amended and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the “Second Amendment”); and

**WHEREAS**, the Property owners now wish to further amend and restate the terms and conditions of the Annexation Agreement, as amended and restated in the First Amendment and the Second Amendment; and

**WHEREAS**, the San Antonio Planning Commission held a public hearing on December 4, 2013, and recommended approval of the amendment; **NOW THEREFORE**,

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

**SECTION 1.** City Council authorizes the City Manager or her designee to execute the third amendment to the “Agreement to Extend Limited Purpose Annexation and to Fix the Date for Full Purpose Annexation” for the Crosswinds at South Lake Special Improvement District. The Agreement in substantially final form is set out in “**Attachment 1**”.

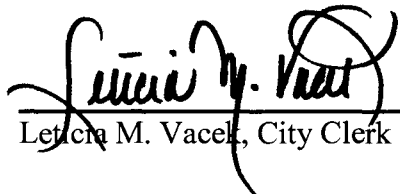
SG  
12/05/2013  
# 44

**SECTION 2.** 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.

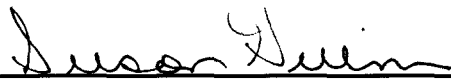
**PASSED AND APPROVED this 5<sup>th</sup> day of December, 2013.**

  
M A Y O R  
Julián Castro

ATTEST:

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for Michael D. Bernard, City Attorney

<b>Agenda Item:</b>	<b>44 ( in consent vote: 44, 45, 46, Z-2, Z-3, Z-5, Z-7, Z-8, Z-9, Z-11, Z-12, P-5, Z-14, Z-16 )</b>
<b>Date:</b>	12/05/2013
<b>Time:</b>	02:31:09 PM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance authorizing the execution of the Third Amendment to the "Agreement to Extend Limited Purpose Annexation and to Fix the Date for Full Purpose Annexation" for the Crosswinds at South Lake Special Improvement District located in Council District 4. [Peter Zanoni, Deputy City Manager; John Dugan, Director, Planning and Community Development]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Carlton Soules	District 10		x			x	

**STATE OF TEXAS           §     Third Amendment and Restated Agreement to**  
**§     Extend Limited Purpose Annexation and to**  
**COUNTY OF BEXAR       §     Extend the Date for Full Purpose Annexation**

This Third Amendment and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the "Agreement") is entered into by and between Presto Tierra, Ltd. and Presto Commercial #2, LLC (collectively the "Property 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.

**WHEREAS**, the Property Owners represent and warrant that (a) such 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, (b) the Property is within the extraterritorial jurisdiction ("ETJ") of the City and the Property is presently annexed by the City for limited purposes, and (c) **Attachment "A"** attached and incorporated herein for all purposes, is a true and correct legal description of the Property; and

**WHEREAS**, the Parties have previously entered into that certain Agreement to Extend Limited Purpose Annexation and to Fix the Date for Full Purpose Annexation (the "Annexation Agreement"); and

**WHEREAS**, the Parties have subsequently entered into that certain First Amended and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the "First Amendment"), and that certain Second Amendment and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the "Second Amendment"); and

**WHEREAS**, the Parties now wish to further amend and restate the terms and conditions of the Annexation Agreement, as amended and restated in the First Amendment and the Second Amendment.

**NOW THEREFORE**, in consideration of the terms and conditions granted herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**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 January 1, 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 January 1, 2044. The City is not obligated to annex the Property for full purposes on January 1, 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 pay cash to the City in the amount of forty thousand and no one-hundredths dollars (\$40,000.00), as adjusted in accordance with ARTICLE VI below, and as reimbursement of expense incurred by the City in conjunction with the delayed full purpose annexation of the Property. If Property Owners fail to pay such forty thousand and no one-hundredths dollars (\$40,000.00) in accordance with Article IV below, 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.  
PAYMENTS**

The forty thousand and no one-hundredths dollars (\$40,000.00) payment to be made by Property Owners to the City, in accordance with Article III above, shall be due and payable in three (3) installments. The amount and due date of each installment shall be as follows:

- (i) Payment #1 shall be in the amount of \$13,333.33, due and payable on or before January 1, 2022;
- (ii) Payment #2 shall be in the amount of \$13,333.33, due and payable on or before January 1, 2030; and

- (iii) Payment #3 in an amount equal to the remaining balance shall be (such balance due to be calculated in accordance with Article VI below) due and payable on or before January 1, 2038.

Notwithstanding the foregoing, however, nothing contained in this Agreement shall be interpreted in any way as preventing or otherwise limiting Property Owners' right to pay, without penalty of any kind, in whole or in part, the \$40,000.00 payment due to the City at any such additional times and in any such additional amounts as Property Owners deem fit, in their sole absolute discretion, so long as, such payments are in addition to, but not in lieu of, any other payments due hereunder.

**ARTICLE V.  
TERMINATION**

This Agreement shall terminate no later than January 1, 2044. This Agreement may terminate in accordance with any other provision of this Agreement. Failure of Property Owners to pay City the amount of \$40,000.00, with adjustments for the Consumer Price Index, in accordance with Article IV above, shall constitute a breach of contract and will be grounds for immediate termination of this Third 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' violation of, or default under, any of the provisions of Article VIII below, City shall deliver written notice of said default specifying such matter(s) in default. Property Owner shall have 30 calendar days after receipt of the written notice, to cure such default. If Property Owner fails to cure the default within such 30 day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate.

**ARTICLE VI.  
CONSUMER PRICE INDEX**

At the date this Agreement is signed, the total payment to be made by Property Owners to the City is forty thousand and no one-hundredths dollars (\$40,000.00). Such total payment 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 \$40,000.00 payment by a fraction. The numerator of the fraction is the CPI index number for the month before the month the final 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 \$40,000.00, the product shall be the payment due from Property Owners to City. The total payment due from Property Owners to City shall never be less than \$40,000.00.

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 VII. 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 VIII. 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 IX.  
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 ten (10) days after City Council approval.

IN WITNESS WHEREOF, the Parties each duly executed this Third 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: \_\_\_\_\_

THE PROPERTY OWNERS:

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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public, State of Texas

DRAFT

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 \_\_\_\_\_, 2013.

---

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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public, State of Texas

ATTACHMENT "A"

DRAFT

ATTACHMENT "B"

DRAFT

AFTER RECORDING RETURN TO:

Office of the City Attorney

City of San Antonio

P.O. Box 839966

San Antonio, Texas 78283-966

Attn: \_\_\_\_\_

DRAFT

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.

[RECORDING PAGE - 16]

SECOND AMENDMENT AND RESTATED AGREEMENT TO EXTEND LIMITED PURPOSE ANNEXATION  
AND TO EXTEND THE DATE FOR FULL PURPOSE ANNEXATION BY AND BETWEEN  
PRESTO TIERRA, LTD. AND PRESTO COMMERCIAL #2, LLC ("OWNERS"), BOTH IN THEIR OWN NAME  
AND AS SUCCESSOR IN INTEREST TO CROSSWINDS AT SOUTH LAKE, L.P.

AND

THE CITY OF SAN ANTONIO ("CITY")

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  
this 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 on:

JUL 14 2011



*Gerard Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110123013 Fees: \$76.00  
07/14/2011 4:30PM # Pages 16  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK