

ORDINANCE 2021-03-18-0191

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

* * * * *

WHEREAS, a public hearing was held after notice and publication 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:

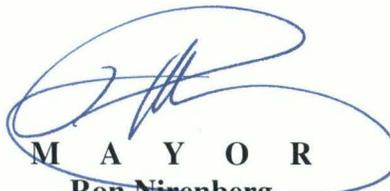
SECTION 1. Chapter 35, Unified Development Code, Section 35-304, Official Zoning Map, of the City Code of San Antonio, Texas is amended by changing the zoning district boundary of Lot TR-11, Block 11, CB 4069B from "FR" Farm and Ranch District and "FR AHOD" Farm and Ranch Airport Hazard Overlay District to "R-4" Residential Single-Family and "R-4 AHOD" Residential Single-Family Airport Hazard Overlay District. All overlay districts remaining unchanged.

SECTION 2. 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 3. 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 4. This ordinance shall become effective March 28, 2021.

PASSED AND APPROVED this 18th day of March, 2021.


M A Y O R
Ron Nirenberg

ATTEST:


Tina J. Flores, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council

March 18, 2021

Item: Z-9

Enactment Number:

File Number: 21-2096

2021-03-18-0191

ZONING CASE Z-2020-10700220 (Council District 3): Ordinance amending the Zoning District Boundary from "FR" Farm and Ranch District and "FR AHOD" Farm and Ranch Airport Hazard Overlay District to "R-4" Residential Single-Family District and "R-4 AHOD" Residential Single-Family Airport Hazard Overlay District on Lot TR-11, Block 11, CB 4069B, located at 4345 Mickey Road. Staff and Zoning Commission recommend Approval. (Continued from March 4, 2021)

Councilmember Rebecca Viagran made a motion to approve. Councilmember Melissa Cabello Havrda seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is executed by and between Blue Wing Trails, Ltd., a Texas limited partnership ("Declarant") and the Southton Community Association, a San Antonio homeowners association ("Association") (hereinafter referred to as "Party" or collectively as "Parties").

I. Definitions

1. "Declarant" shall mean Blue Wing Trails, Ltd., owners of the Property at the time of execution of this Declaration, and successors and assigns of Declarants who acquire fee title to all or a portion of the Property.
2. "Property" shall refer to that certain 47.83-acre tract of land generally located at 4345 Mickey Road, in the City of San Antonio, Bexar County, Texas, being more particularly defined in the attached **Exhibit "A."**
3. "Association" shall refer to the Southton Community Association, an association of property owners whose general location is near the Property.
4. "Rezoning Request" shall refer to the request by the Declarant to rezone the Property from "FR AHOD" and "FR" to "R-4 AHOD" and "R-4" (City of San Antonio zoning case Z-2020-10700220).
5. "City" shall refer to the City of San Antonio.
6. "City Council" shall refer to the San Antonio City Council.
7. "UDC" shall refer to the City of San Antonio Unified Development Code.
8. "MDP" shall mean the Blue Wing Trails Subdivision Master Development Plan No. 19-11100034, which MDP was accepted by the City on November 20, 2020, as indicated in the attached **Exhibit "B."**
9. "Development" shall mean the proposed single-family residential development subject to the MDP, which development is referred to as the Blue Wing Trails Subdivision, and which Development will be constructed in phases or "Units" as referenced herein.

10. "Unit 1" shall mean the first phase of preparation and infrastructure construction within the Development, as referenced in the MDP, also sometimes referred to as "Phase 1".

II. Recitals

1. Declarant is the owner of the Property, which Property is subject to the Rezoning Request, and which is planned to be used for a single-family residential development as part of the larger Blue Wing Trails Subdivision, subject to the approved MDP.
2. The Property is only 47.83 acres out of the total 177.58-acre MDP area.
3. The Property is within two hundred (200) feet of property within the Association. The Association currently represents the interests of the home and property owners within the Association, and the residents, through the Association, have raised concerns about the density of homes on the Property, as well as, about the resulting drainage and vehicular traffic from the Development. Specifically, the Association has raised concern that the completed Development would result in increased stormwater runoff outside the boundaries of the Development and that the increased vehicular traffic will cause access issues for the members of the Association along Mickey Road and Blue Wing Road if the Rezoning Request were approved. In order to address the concerns raised by the Association, including those stated above, the Declarant has offered to enter into this Declaration to give the Association certain assurances and restrictions limiting density that would otherwise be allowed by right on the Property if the Rezoning Request were approved.
4. On January 19, 2021, the City of San Antonio Zoning Commission recommended approval of the Rezoning Request, with the continued protest of the Association.
5. On February 18, 2021, the City Council continued the consideration of the Rezoning Request to the March 4, 2021 City Council hearing due to inclement weather affecting the City and community as a whole at that time.
6. Declarants have executed this Declaration in consideration for the Association's Non-Opposition, as further defined in Section IV herein, to the Rezoning Request.
7. The following obligations and restrictions shall run with the Property, as described herein, and shall be binding on all parties having any right, title, or interest in the Property, in part or in whole, and their heirs, successors, and assigns.

III. Restrictions/Covenants

1. **Single Family Density.** Declarant agrees that the maximum number of single-family homes allowed to be constructed on the Property shall not exceed 232 homes, pursuant to the approved MDP, which equates to a maximum allowable density of approximately 4.9 dwelling units per

acre. This restriction is specifically intended not to allow the maximum single-family density otherwise allowed, should the Rezoning Request be approved, which would be up to 11 dwelling units per acre.

2. **Mickey Road Expansion.** Declarant agrees that as part of the Development, to expand the pavement width of that certain portion of existing Mickey Road, which is non-adjacent to the Property, between the southwestern corner of the Property at Mickey Road and Blue Wing Road, to be up to twenty-two feet (22') wide, subject to City final approval, the location and the specific proposed improvements are shown in **Exhibit "C,"** (the "Off-Site Improvements") attached herein and included for all purposes as reference only. While Declarant agrees herein to such Off-Site Improvements, which are not otherwise required by the City for construction of the Development, the exact location of the total improvements and the ability of Declarant to carry out the proposed work shown in Exhibit "C" will be subject to City final approval. Declarant agrees that the Off-Site Improvements described herein shall be constructed as part of Unit 1 of the Development and shall be completed prior to commencement of any vertical construction of any new single-family home within the Property, where such commencement does not include installation of "stub outs" for said new home.
3. **Increased Detention.** As part of the MDP approval and plat approval process, the City reviewed the proposed Development and required that peak storm water runoff rates from the new development shall be less than or equal to the peak runoff rates from the Property's predevelopment conditions for the five (5), twenty-five (25), and one hundred (100) year design storm events. To satisfy City requirements for the approval of the MDP, the Development will construct multiple detention basins in accordance with the City's Storm Water Design Criteria Manual ("SWDCM") to ensure there that peak storm water runoff rates from the Property shall be less than or equal to the peak runoff rates from the Property's predevelopment conditions for the five (5), twenty-five (25), and one hundred (100) year design storm events. Declarant herein agrees that the Property's proposed detention basin(s) will collect and store/hold back the storm water runoff from the Development and discharge/release the runoff at flow rates below what they were before the development of the Property. Specifically, Declarant agrees that the proposed detention basin(s) will, on average for the Development, reduce the runoff flow rate by at least 10% more than what is required per the SWDCM, the design and plan for which are subject to final approval by the City.
4. **Traffic Signal.** In order to control and mitigate the vehicular traffic issues on the roads near the Development, Declarant agrees to fund the construction of a traffic signal near or at the intersection of S. Presa and IH-37, approximate address of 10137 S. US Hwy 181, San Antonio, TX 78223, as required and approved by the City and TxDOT, which specific design, location, and installation is subject to City and TxDOT final approval, and which signal installation shall commence during the construction of Unit 1 of the Development or as soon as Declarant receives approval from all relevant agencies to do so.
5. **Box Culvert Cleanout.** Declarant agrees to clean out those certain box culverts generally located along Mickey Road and Blue Wing Road, approximate locations as shown in **Exhibit "D"**. and affected by the Development to ensure no debris or obstruction, and which cleaning

shall be done one (1) time as part of Unit 1 improvements and one (1) time as part of or upon completion of Unit 2 improvements.

6. **HOA Regulations.** Declarant agrees that following the recordation in the Bexar County Property Records of a set of covenants, conditions, and restrictions for the Homeowner's Association created for the Development (the HOA CCR), a copy of such HOA CCR will be provided to the Association within thirty (30) days. Declarant agrees that the HOA CCR will contain provisions requiring the HOA or its agent to maintain applicable overhead and drainage easements, as required by the City, and that any such drainage easements will require minimal surrounding fencing to ensure that the easement does not create a safety issue.
7. **Transparency in Development Process.** Declarant agrees to notify the Association in writing (to at least one known Association officer) and to share drawings of the proposed Off-Site Improvements and drainage solutions for the Property (for review but not approval), respectively, at least forty-five (45) days prior to construction commencing on either of such named improvement, provided that any such plans must have been approved by the City and ready for permitting.
8. **Turn Lanes.** As part of the Development, Declarant agrees to construct left-turn lanes into the entrance of the Development located on Mickey Road and into the entrance located on Blue Wing Road, the design and construction of which is subject to final approval by the City. Additionally, Declarant will construct sidewalks along the Property adjacent to Mickey Road where required and as approved by the City.
9. **Development Entrances.** Declarant agrees that the Development will include the construction or installation of a monument sign for the Development, accompanied by appropriate landscaping and irrigation to maintain said landscaping at or near the (2) entry locations into the Development, one entry from Blue Wing Rd. and one entry from Mickey Rd.
10. **Plugged Water Wells.** Any water wells on the Property that are required per the City, San Antonio Water Systems ("SAWS"), or the Texas Commission on Environmental Quality ("TCEQ") to be plugged or sealed, shall be done so pursuant to all SAWS and TCEQ standards and regulations.
11. **Single-Family Home Permitting.** All single-family homes constructed on the Property shall be built in compliance with the City's current Unified Development Code ("UDC") and current building codes, where "current" means, at the time of execution of this Declaration.

IV.

Non-Opposition

1. **Rezoning Non-Opposition.** In consideration for the restrictions granted in this Declaration, the Association shall agree to Not Oppose (as defined below), the Rezoning Request associated with the Property before any governmental entity, including the City Council.

2. **Non-Opposition.** “Non-Opposition” or “Not Oppose” shall mean:

- a) The Association will respond in writing to at least one notice received in connection with City Council’s consideration of the Declarant’s request to rezone the 47.83-acre Property herein described from “FR” and “FR AHOD” to “R-4” and “R-4 AHOD,” which notices could have been issued by any governmental entity, indicating that the Association does not oppose the Rezoning Request and the proposed Development on the Property. Such response may include that the non-opposition is dependent upon this Declaration being executed.
- b) The Association will draft and deliver letters, emails, or texts to the appropriate authority with City zoning staff, appropriate representative from the District 3 City Councilmember office, and to Declarant’s representative, within a reasonable time, indicating the Association’s Non-Opposition (as described above), including but not limited to the City Council, if such letter(s), email(s), or text(s) is/are requested by Declarant or representative thereof.

V.
Default

The failure by the Declarant to observe or perform any of the covenants, conditions or observations of this Declaration, within sixty (60) days after the receipt of a written notice by the Association specifying the nature of the default claimed, shall constitute a default hereunder; provided, however, that if such condition is of a nature that it cannot be corrected within thirty (30) days of such notice received, then the Declarant shall not be in default so long as it actively commences such cure within thirty (30) days after receiving such notice and diligently pursues such cure through completion. The Association may only issue notice of default as an organization and pursuant to formal action by the Association’s Board and membership. No individual member of the Association may issue notice of default.

VI.
General Provisions

1. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.
2. **Construction & Severability.** If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern. In the event one or more of the provisions contained in this

Declaration shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

3. **Unintended Omission.** If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
4. **Term.** Every covenant, condition, and restriction contained herein shall run with the land and be binding upon the Property and Declarants for a period of ten (10) years from and after the date this Declaration is executed, after which time this Declaration, shall be automatically extended for successive periods of ten (10) years each unless and until an instrument, signed by the President of Association, agreeing to terminate this Declaration shall have been recorded in the Bexar County Real Property Records. In the event that the Association wishes to terminate, Association must provide Declarant written notice at least sixty (60) days prior to the expiration of the ten (10) year successive period discussed herein. Should the Association cease to exist, Declarant shall have the authority to terminate this Declaration upon the affirmative vote, evidenced by signature, of at least one (1) of the owners of property within the former Association. These restrictions shall immediately and automatically expire without any approval from any party if the Rezoning Request is not approved by the City of San Antonio's City Council on March 4, 2021
5. **Amendment.** The covenants, conditions, and restrictions of this Declaration may not be amended, except by an instrument signed by the President of the Association and the Declarant, or successor or assign, and recorded in the Bexar County Real Property Records. Any amendment requested by either Party requires that the requesting Party provide the other Party a minimum of thirty (30) days' notice that such amendment request will be delivered.
6. **Notice.** Any notice required by or permitted with respect to the subject matter of this Declaration must be in writing. Any notice required or permitted 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 below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

DECLARANT:

Blue Wing Trails, Ltd.
c/o _____
10410 Windermere Lakes Blvd.

Houston, TX 77065

With copies to:

Brown & Ortiz, P.C.
Attention: James McKnight
112 E. Pecan, Suite 1360
San Antonio, TX 78205

ASSOCIATION:

Southton Community Association

San Antonio, TX 78_____

The parties may, from time to time, change their respective mailing addresses, and each has the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other party.

7. **Enforcement.** Declarant agrees that the Association (but not any individual Association member) is the direct intended party of this Declaration, and that the Association and/or Declarant shall have the right and power to enforce any of the covenants, restrictions, and development standards set out in this Declaration. Enforcement of the Declaration and the covenants, restrictions, and development standards set forth herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the same, either to restrain violation or to recover damages. Failure by any party to enforce any such covenant, restriction, or development standard shall in no event be deemed a waiver of the right to do so thereafter. Any remedies provided for in this Section are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Declaration and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition is not adequate. Should the Association be required to post a bond for the purpose of obtaining equitable or injunctive relief as stated herein, the parties hereby agree that said bond shall not exceed five hundred dollars (\$500.00). In the event any person shall institute any action or proceeding against another person relating to the provisions of this Declaration, or any default thereunder or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the parties to any dispute, then and in such event each party shall be responsible for its own legal fees. Neither party shall engage any attorney on a contingency basis. Within 30 days after resolution of Enforcement, the losing party shall pay the winning party for winning party's legal fees and expenses.

WHEREFORE, this Declaration shall be effective on the date that both Parties have executed said document ("Effective Date"). However, in the event the Rezoning Request is not approved

by the San Antonio City Council or does not become effective within thirty (30) days of March 18, 2021, this Declaration shall automatically become null and void without express approval on any party.

[Signature Pages to follow]

DECLARANT:

Blue Wing Trails, Ltd.
a Texas limited partnership

By: CAMCORP Management, Inc.
General Partner

By: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ for Camcorp Management, Inc., General Partner of Blue Wing Trails, Ltd. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2021.

Notary Public, State of Texas
Print Name: _____
My Commission Expires: _____

WHEREFORE, this Declaration is executed this _____ day of _____, 2021 by
_____.

ASSOCIATION:

Southton Community Association,

By: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____ on behalf of the Southton Community Association, whose name is subscribed to the foregoing instrument and who acknowledged that (s)he executed the foregoing instrument on behalf of said Association for the purposes and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public, State of Texas
Print Name: _____
My Commission Expires: _____

UPON RECORDATION PLEASE RETURN TO:

James McKnight
Brown & Ortiz, P.C.
112 E. Pecan, Suite 1360
San Antonio, TX 78205

EXHIBITS

- | | |
|-------------|--|
| Exhibit "A" | "Property" description and map |
| Exhibit "B" | Approved MDP for the Blue Wing Trails Subdivision |
| Exhibit "C" | Mickey Road Off-Site Improvements (Not Approved- for reference only) |
| Exhibit "D" | Box Culvert Approximate Locations |



"PROPERTY" DESCRIPTION

BEING A 47.833 ACRE TRACT OF LAND OUT OF THE JUAN MONTEZ GRANT, ABSTRACT NO. 11, SITUATED IN BEXAR COUNTY, TEXAS, AND BEING OUT OF A CALLED 87.195 ACRE TRACT OF LAND DESCRIBED IN DEED TO L.F. LANGE AND WIFE, MARIE M. LANGE, RECORDED IN VOLUME 6695, PAGE 335, DEED RECORDS, BEXAR COUNTY, TEXAS (B.C.D.R.), BEING A PORTION OF LOTS 23 AND 40, BLOCK 12 AS SHOWN ON SOUTHTON FARMS AND FIVE ACRE SUBDIVISION, A SUBDIVISION OF RECORD UNDER VOLUME 368, PAGE 108 OF THE PLAT RECORDS OF SAID BEXAR COUNTY, TEXAS (B.C.P.R.), AND BEING ALL OF BLOCK 11 OF SAID SOUTHTON FARMS AND FIVE ACRE SUBDIVISION, SAID 47.833 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND ON THE NORTHEAST RIGHT-OF-WAY LINE OF MICKEY ROAD (30-FOOT WIDE RIGHT-OF-WAY), FOR THE SOUTH CORNER OF SAID 47.833 ACRE TRACT, SAME BEING THE WEST CORNER OF A CALLED 38.68 ACRE TRACT DESCRIBED IN DEED TO HAROLD EUGENE HENZE, RECORDED IN VOLUME 8135, PAGE 1200, B.C.D.R.;

THENCE NORTH 53 DEGREES 57 MINUTES 14 SECONDS WEST, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID MICKEY ROAD, A DISTANCE OF 1123.74 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID 47.833 ACRE TRACT, SAME BEING THE SOUTH CORNER OF A CALLED 2.14 ACRE TRACT DESCRIBED IN DEED TO ANNETTE D. AWAD AND WILLIAM GEORGE GARZA, SR., RECORDED IN DOCUMENT NUMBER 20130102452, B.C.D.R.;

THENCE NORTH 36 DEGREES 15 MINUTES 44 SECONDS EAST, WITH THE NORTHWEST LINE OF SAID 47.833 ACRE TRACT, SAME BEING THE SOUTHEAST LINE OF SAID 2.14 ACRE TRACT AND THE SOUTHEAST LINE OF A TRACT DESCRIBED IN DEED TO JOSE DEJESUS FERNANDEZ AND NORMA ALICIA HERRERA, RECORDED IN DOCUMENT NUMBER 2013179888, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS (B.C.O.P.R.), A DISTANCE OF 604.04 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PRECISION SURVEYING", FOR THE SOUTH CORNER OF SAID LOT 23;

THENCE NORTH 35 DEGREES 51 MINUTES 59 SECONDS EAST, WITH THE NORTHWEST LINE OF SAID 47.833 ACRE TRACT, OVER AND ACROSS OF SAID LOT 23 AND SAID LOT 40, A DISTANCE OF 1248.11 FEET TO A CALCULATED POINT ON THE SOUTHWEST LINE OF A CALLED 121.89 ACRE TRACT DESCRIBED IN DEED TO BLUE WING TRAILS, LTD., RECORDED IN DOCUMENT NUMBER 20190116640, B.C.O.P.R., FOR THE NORTH CORNER OF SAID 47.833 ACRE TRACT;

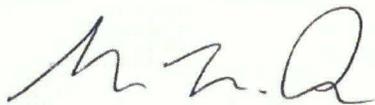
THENCE SOUTH 54 DEGREES 09 MINUTES 22 SECONDS EAST, WITH THE NORTHEAST LINE OF SAID 47.833 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF 121.89 ACRE TRACT, A DISTANCE OF 1126.60 FEET TO A CALCULATED POINT FOR THE EAST CORNER OF SAID 47.833 ACRE TRACT, SAME BEING THE NORTH CORNER OF SAID 38.68 ACRE TRACT;

THENCE SOUTH 36 DEGREES 05 MINUTES 01 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 47.833 ACRE TRACT, SAME BEING THE NORTHWEST LINE OF SAID 38.68 ACRE TRACT, AT A DISTANCE OF 2.00 FEET PASSING A 1/2-INCH IRON ROD, CONTINUING AT A DISTANCE OF 1236.52 FEET PASSING A 1/2-INCH IRON ROD WITH A CAP STAMPED "SIMPSON GROUP", AND CONTINUING FOR A TOTAL DISTANCE OF 1856.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 47.833 ACRES OF LAND, MORE OR LESS.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0001587. Units: U.S. Survey Feet.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.



DATE: 09/02/2020

Gordon Anderson, RPLS No. 6617
LJA Surveying, Inc.
7500 Rialto Blvd, Building II, Suite 100
Austin, Texas 78735
Texas Firm No. 10194533

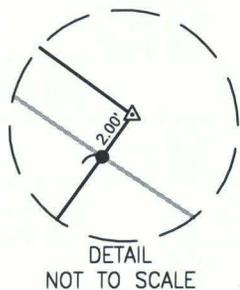


LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N53°57'14"W	1123.74'
L2	N36°15'44"E	604.04'
L3	N35°51'59"E	1248.11'
L4	S54°09'22"E	1126.60'
L5	S36°05'01"W	1856.11'

LEGEND

-  REZONE AREA
-  1/2" IRON ROD (OR AS NOTED)
-  CALCULATED POINT
-  P.O.B.
-  B.C.D.R.
-  DEED RECORDS OF BEXAR COUNTY
-  OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
-  VOLUME, PAGE
-  DOCUMENT NUMBER

CALLED 121.89 ACRES
BLUE WING TRAILS, LTD.
DOC. NO. 20190116640
B.C.O.P.R.



A REMAINDER OF A CALLED 87.195 ACRES L.F. LANGE AND WIFE, MARIE M. LANGE VOLUME 6695, PAGE 335 B.C.D.R.

JOSE DEJESUS FERNANDEZ AND NORMA ALICIA HERRERA DOC NO. 2013179888 B.C.O.P.R.

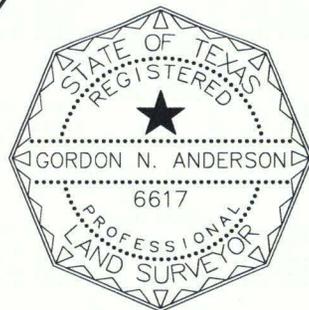
WITH CAP STAMPED "PRECISION SURVEYING"

CALLLED 2.14 ACRES ANNETTE D. AWAD AND WILLIAM GEORGE GARZA, SR. DOC. NO. 20130102452 B.C.D.R.

47.833 ACRE TRACT
REZONE R4
A PORTION OF A CALLED 87.195 ACRES L.F. LANGE AND WIFE, MARIE M. LANGE VOLUME 6695, PAGE 335 B.C.D.R.

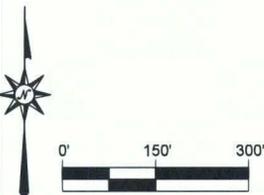
CALLLED 38.68 ACRES HAROLD EUGENE HENZE VOL. 8135, PG. 1200 B.C.D.R.

WITH CAP STAMPED "SIMPSON GROUP"



Gordon N. Anderson

GORDON N. ANDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6617
DATE OF SURVEY: 09/02/2020



GENERAL NOTES

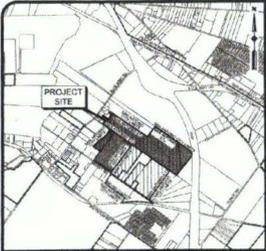
- BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2018)
- ALL DISTANCES SHOWN ARE SURFACE VALUES, TO OBTAIN GRID VALUES DIVIDE SURFACE DISTANCES BY A COMBINED SCALE FACTOR OF 1.0001587.

PAGE 3 OF 3	DATE:	09/01/20
	DRWN BY:	JBC
	CHKD BY:	GA
	PROJ NO.	SA175-0404C

R4 ZONE DEDICATION EXHIBIT
47.833 ACRES OR 2,083,605 SQ. FT.
JUAN MONTEZ GRANT A-11
BEXAR COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd, Building II Suite 100 Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194465

L:\Survey\Austin_Surveying\Projects\JAS001-SA175-0404C Blue Wing Unit 3 ALTA\06-CAD\Civil 3D\Rezone Drawings\JAS001-SA175-0404C_Exhibit.dwg 9/2/2020



LOCATION MAP

SCALE: 1" = 3,000'

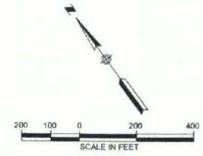
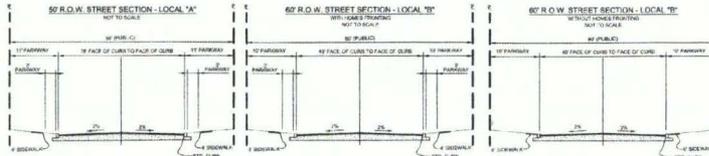
OWNER/DEVELOPER:

BLUE WING TRAILS LTD
 CONTACT PERSON: LOUIS TRAPOLINO
 10410 WINDERMERE LAKES BLVD.
 HOUSTON, TX 77065
 PHONE: (281) 671-9082

CIVIL ENGINEER/DESIGNER:

LJA ENGINEERING, INC
 CONTACT PERSON: PRISCILLA G. FLORES, P.E.
 1100 NE LOOP 410 STE. 850
 SAN ANTONIO, TX 78209
 PHONE: 210.503.2700
 FAX: 210.503.2748
 TYPE No F-1388

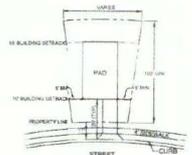
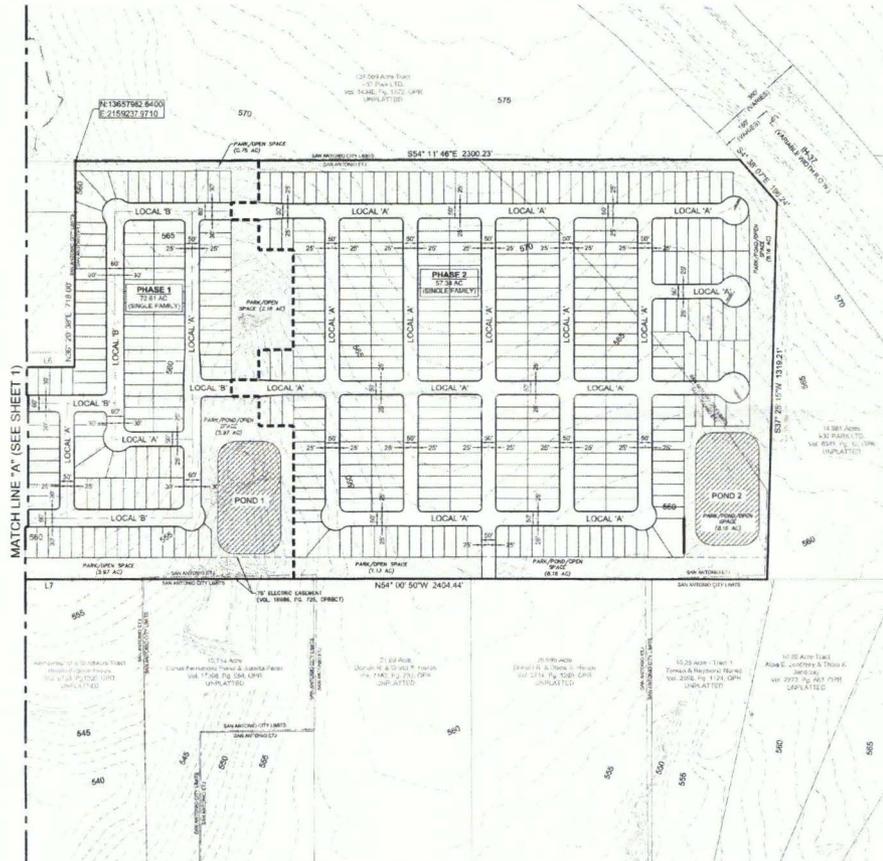
Line #/Curve #	Bearing/Delta	Length	Radius
C1	S42°22'42"	156.30	368.80
C2	N71°58'00"	156.24	438.90
L1	N38°23'33"E	70.00	--
L2	S84°14'49"E	64.80	--
L3	N38°23'33"E	105.29	--
L4	S54°10'22"E	135.50	--
L5	N38°23'33"E	378.24	--
L6	S84°10'22"E	2147.30	--
L7	N68°10'22"W	361.29	--
L8	N32°14'11"E	328.81	--
L9	S84°10'22"W	462.34	--
L10	N38°23'33"E	184.75	--
L11	N84°10'14"W	235.89	--
L12	S77°24'13"E	17.35	--
L13	N84°14'48"W	84.43	--



LEGEND

- PHASE LINE
- MDP BOUNDARY
- CONTOURS
- EASEMENTS
- 100-YR FLOODPLAIN EFFECTIVE
- 100-YR FLOODPLAIN ULTIMATE
- 100-YR FLOODPLAIN CORRECTIVE EFFECTIVE
- PARK/OPEN SPACE
- SF SINGLE FAMILY RESIDENTIAL
- AC ACRES
- ESMT EASEMENT
- OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DDR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- ROW RIGHT-OF-WAY
- PG PAGE
- VOL VOLUME
- N.T.S. NOT TO SCALE
- CENTERLINE
- ▨ DETENTION POND
- ETJ EXTRATERRITORIAL JURISDICTION

DETENTION POND	CAPACITY
POND 1	8.0 AC-FT
POND 2	1.2 AC-FT



IRREGULAR RESIDENTIAL LOT (CUL-DE-SAC, KNUCKLE) N.T.S. TYPICAL RESIDENTIAL LOT N.T.S.

NOTE: IRREGULAR LOTS SHALL COMPLY WITH BUILDING SETBACK & MINIMUM STREET FRONTAGE REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE.

PREPARATION DATE: 09-10-2020

BLUE WING TRAILS SUBDIVISION
 MASTER DEVELOPMENT PLAN
 LAND-MDF-19-11100034

NO.	DATE	REVISIONS	DESCRIPTION

DATE	DESIGNED BY	DESIGNED BY	DATE
	BOB F.J.R.	P.F.M./M.P.	

LJA Engineering, Inc.
 Phone: 210.503.2700
 1100 NE Loop 410
 Suite 850
 San Antonio, Texas 78209
 TYPE No. F-1388

JOB NUMBER: SA175-404-333

SHEET NO. **2**
 OF 2 SHEETS

NO.	DESCRIPTION	BY	DATE
01	ISSUED FOR PERMITS	PAW	02/25/21
02	FOR CONSTRUCTION	PAW	02/25/21

THIS DOCUMENT IS RELEASED
 FROM THE ARCHIVE OF THE
 CITY OF DENVER, 1500
 MARKET STREET, DENVER, CO 80202
 FOR PUBLIC USE. IT IS THE PROPERTY OF THE
 CITY OF DENVER AND IS TO BE RETURNED TO
 THE CITY OF DENVER UPON REQUEST.

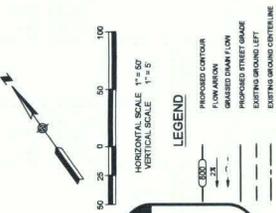
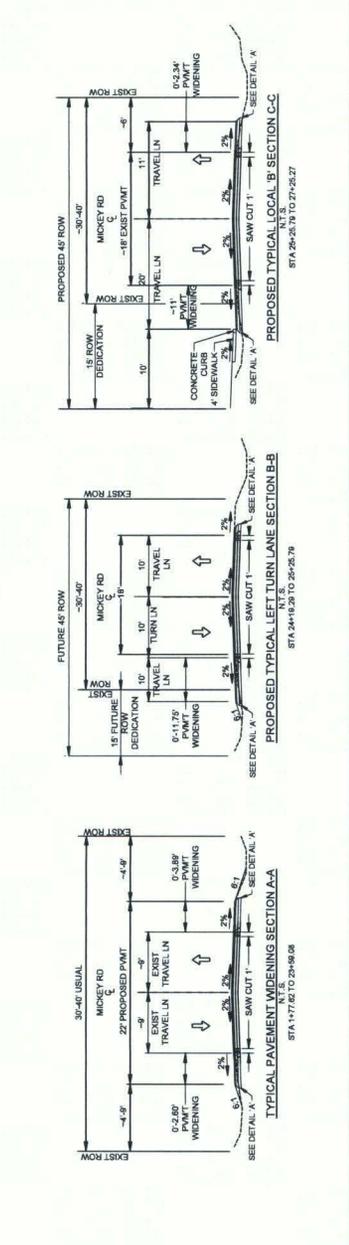
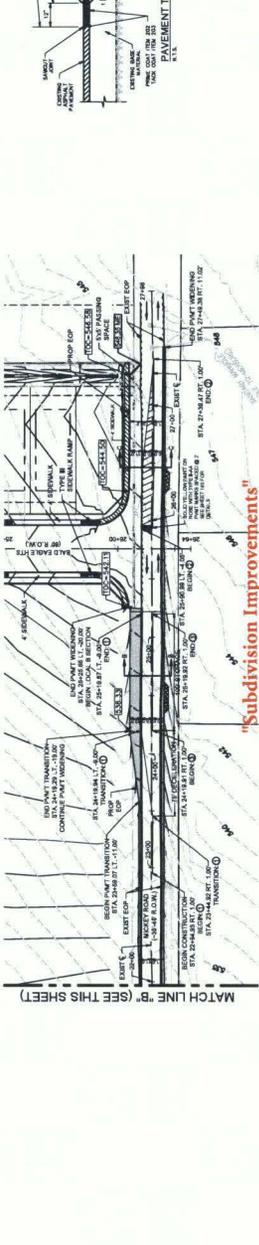
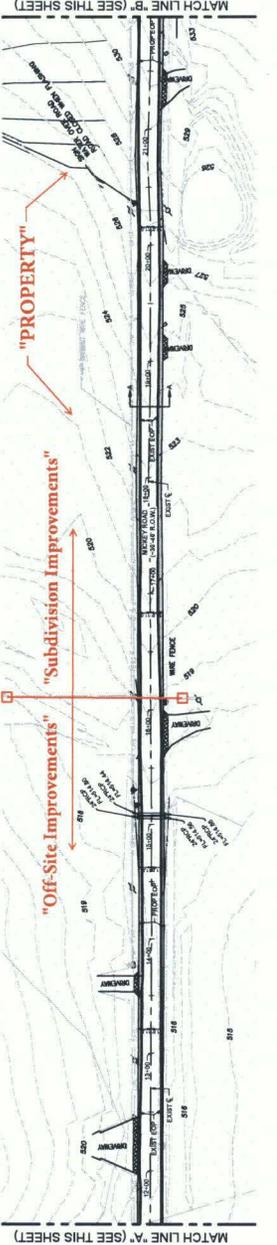
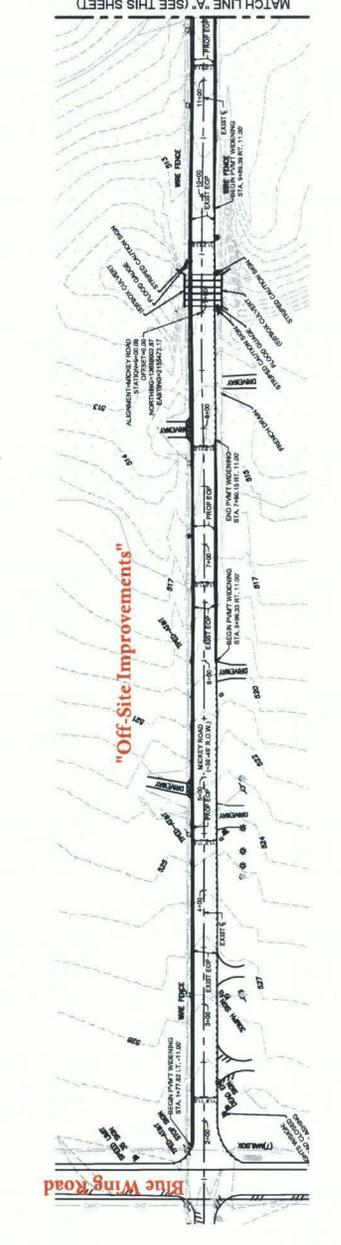


EXHIBIT C

(Draft proposal, for reference only - Improvements not yet approved by City, exact locations and amount are still subject to change)



- GENERAL NOTES:**
- MICKEY ROAD IS TO BE WIDENED TO A MINIMUM OF 34'-0" UNLESS OTHERWISE NOTED FROM THIS PLAN. THE EXISTING ROADWAY SHALL BE MAINTAINED TO THE ORIGINAL WIDTH AND INTERSECTION TO THE LIMITS OF THE PROJECT.
 - CONDUITS AND UTILITY LINES ARE TO BE DEEPENED TO THE PROPOSED FINISH GRADE TO PROPOSED EDGE OF PAVEMENT.
 - ALL ELEVATIONS ARE TO BE TYPE UNLESS OTHERWISE NOTED. REFER TO SHEET 91 FOR ELEVATION DATA.
 - WHERE ELEVATIONS ARE NOTED, THE SEPARATION DISTANCE SHALL BE A MINIMUM BETWEEN THE BACK OF CURB AND EDGE OF SIDEWALK AND INSTALLED PER THE CITY DESIGN.
 - STREET AND DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN DETAIL AND SIDEWALK DETAIL.
 - CONTRACTOR TO FIELD VERIFY ALL EXISTING ELEVATIONS. ELEVATIONS TO BE USED FOR UTILITY WORK AND NOTIFIED BY THE ENGINEER IN WRITING OF ANY DISCREPANCY. CONTRACTOR IS TO MATCH EXISTING PAVEMENT, SIDEWALK, AND CURB.

CAUTION: CONTRACTOR TO NOTIFY LOCAL UTILITY LINES. LOCAL CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ENGINEER SHALL NOT BE RESPONSIBLE FOR DESIGN CHANGES OR ELEVATION DATA. CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION.

Exhibit "D" - Box Culvert Locations

Box Culvert #1 - Blue Wing Rd.

Box Culvert #2 - Mickey Rd.

Blue Wing Trails

