

ORDINANCE NO. 472

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS (THE "CITY") APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND TRI-PROPERTIES, CO., AYA ENTERPRISES, INC., AND KURT Q. AND FRED C. ANDERSON, COLLECTIVELY REFERRED TO AS THE "DEVELOPER" FOR THE PURPOSE OF SETTING FORTH THE TERMS AND OBLIGATIONS BETWEEN THE CITY AND THE DEVELOPER WITH RESPECT TO THE DEVELOPMENT OF APPROXIMATELY 2.8697 ACRES OF REAL PROPERTY (THE "DEVELOPMENT"), THE DONATION OF APPROXIMATELY 0.87 ACRES OF THE AFOREMENTIONED REAL PROPERTY TO THE CITY FOR MUNICIPAL PURPOSES, AND THE REDEVELOPMENT OF A RETAIL FUEL / RESTAURANT FACILITY; SETTING OUT THE REGULATIONS REQUIRED BY THE CITY FOR THE DEVELOPMENT TO ENSURE THE ORDERLY GROWTH AND PROTECTION OF PUBLIC HEALTH, SAFETY, AND WELFARE; AUTHORIZING MAYOR THOMAS A. SCHOOLCRAFT TO EXECUTE SAID DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY COUNCIL; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS ORDINANCE; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; AND ADOPTING AN EFFECTIVE DATE.

Whereas, the City of Helotes, Texas (the "City") desires to ensure that the growth and development which occurs within the corporate limits of the City is regulated and controlled in such a manner that said growth is beneficial to the public health, safety, and welfare; and

Whereas, Tri-Properties Co., Aya Enterprises, Inc., and Kurt Q. and Fred C. Anderson are the individual owners of three (3) properties constituting 2.8697 acres of real property near the intersection of Bandera Road (S.H. 16) and Circle A Trail, all of which are located within the corporate limits of the City, and, collectively, all aforementioned owners constitute the "Developer";

Whereas, the City has negotiated with the Developer to secure a donation of real property necessary for the City to undertake future municipal projects that preserve and expand the public's health, safety, and welfare in return for certain considerations affecting the Development and the associated redevelopment of a retail fuel / restaurant facility near the same intersection; and

Whereas, the aforementioned negotiations have been memorialized in a Development Agreement between the City and the Developer.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS THAT:

Section One. Approval. The Development Agreement, attached hereto as Exhibit A, between the City and the Developer (collectively referred to as the “Parties”) setting forth the Agreement terms and obligations of the Parties with regard to the development of approximately 2.8697 acres of real property within the City of Helotes, Bexar County, Texas is hereby approved.

Section Two. Authorization. Mayor Thomas A. Schoolcraft is authorized to execute the Development Agreement on behalf of the City Council of the City of Helotes, Texas.

Section Three. Authorization. The City Administrator is authorized to take all necessary steps to implement the provisions of this Ordinance.

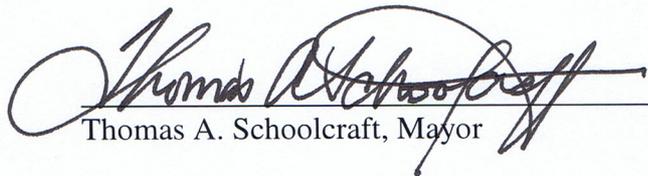
Section Four. Recitals. The legislative findings referenced above are hereby adopted.

Section Five. Severability. Should any article, section, part, paragraph, sentence, phrase, clause, or word of this Ordinance, or any appendix or exhibit thereof, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provisions herein continue to be held unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

Section Six. Repealer. All Code provisions, ordinances, and other provisions in conflict with the provisions of this Ordinance are hereby repealed.

Section Seven. Effective Date. This Ordinance shall become effective upon passage by the City Council of the City of Helotes, Texas.

PASSED and APPROVED this 28th day of June 2012.


Thomas A. Schoolcraft, Mayor

ATTEST:


Grace Tamez, City Secretary



- 13041 E. Bandera Road, Helotes, Texas 78023 (CB 4525 P-17B ABS 172); and
- 13123 E. Bandera Road, Helotes, Texas 78023 (CB 4525 P-17 ABS 172 Refer to: 80300-001-6455); and
- 13147 E. Bandera Road, Helotes, Texas 78023 (CB 4525D Blk 1 Lot 2 F S Subd.).

The Property is more fully depicted on the Bexar County Appraisal District maps attached hereto as Appendix A.

The Developer, in return for certain considerations which must be approved, as applicable, by the Planning and Zoning Commission and / or the City Council in order for the Agreement to take effect, shall, upon the receipt of all required approvals, donate to the City portions of its real property located at 13147 E. Bandera Road, Helotes, Texas 78023 for the City to undertake future municipal projects that preserve and expand the public's health, safety, and welfare.

II. AGREEMENTS AND OBLIGATIONS OF DEVELOPER

As partial consideration for the allowances to be made by the City within this Agreement, the Developer has agreed to donate approximately thirty-eight thousand (38,000) square feet of real property, more or less, extending approximately one hundred (100) linear feet from the northwest side lot line in its entirety. The location and legal description of said donated property is more specifically identified in the metes and bounds description attached hereto as Appendix B, hereinafter referred to as the "Donation Property."

Developer agrees that it shall execute and deliver to the City a Special Warranty Deed conveying the Donation Property from the Developer to the City within ninety (90) days following the approval, in writing, by the Planning and Zoning Commission and/or City Council of this Agreement. The Special Warranty Deed shall be on the standard form promulgated by the State Bar of Texas reflecting a conveyance by donation without restriction other than those restrictions identified in Schedule B of the title commitment required below. However, the City reserves the right to object, in writing, within fifteen (15) days from the date of receipt of the title commitment, to any restriction identified in Schedule B of the title commitment, and if the City does so object to a Schedule B restriction, Developer shall have the option, at Developer's sole discretion, to cure said objection(s) or terminate this Agreement. If Developer elects to cure said objection(s), Developer shall have an addition thirty (30) days from the date of receipt of the City's written objection(s) to do so. If Developer elects not to cure said objection(s) and terminate this Agreement, Developer shall give the City written notice of termination pursuant to this paragraph within ten (10) days after receipt of the City's written objection(s), whereupon Developer and City shall have no further obligations hereunder.

Developer shall also provide a title commitment and title policy suitable to the City. City agrees that the stipulated fair market value of the Donation Property conveyed pursuant to this Section is \$487,500.00. Should the Developer be unable to provide a suitable title commitment, the City may terminate this Agreement without further obligation. City shall be responsible for the payment of the title commitment and policy.

The Developer shall pay all required fees for the planned development and shall be subject to all other Federal, State, and / or Local laws, development ordinances, regulations, and / or procedures in existence as of the effective date hereof promulgated by the City Council of the City of Helotes, Texas, save and except the specific variance(s) granted herein.

III. AGREEMENTS AND OBLIGATIONS OF CITY

In return for the consideration and covenants agreed to by the Developer, as reflected herein, the City hereby agrees, in the manner prescribed by law, to the terms and conditions, as set forth below, for the purpose of promoting the orderly development of real property in the City of Helotes, and to protect the public health, safety, and welfare of the citizens of the City of Helotes. After public hearing and notice, as required by law, the City Council expressly finds: 1) that all legal requirements for granting the variances have been complied with; 2) the public has been given an opportunity to review and publicly comment on the Development Agreement and variances contained therein prior to the enactment hereof; and 3) the City Council does hereby grant and approve the following variances to wit:

- 3.1 Variance – Chapter 34 *Environment*, Article IV *Stormwater Detention and Drainage*. Compliance not required.
- 3.2 Variance – Chapter 66 *Signs*, Article V *Sign Classifications; Permit*, Section 66-52 (a)(7) regarding the lighting of service station price-per-unit-volume change panels. Compliance not required.
- 3.3 Variance – Chapter 78 *Subdivisions*, Article I *In General*, Section 78-3 *Dedication of right-of-way by subdividers*. Compliance not required.
- 3.4 Variance – Chapter 94 *Vegetation*, Article I *Commercial and Residential Tree Preservation*. Compliance not required.
- 3.5 Variance – Chapter 98 *Zoning*, Article III *District Regulations*, Section 98-68 I (1-2) regarding front and side yard setback requirements. Compliance not required.
- 3.6 Variance – Chapter 98 *Zoning*, Article IV *Parking Regulations*. Compliance not required.
- 3.7 Approval – Chapter 98 *Zoning*, Article V *Specific City Council Approval Use Permit* for the operation of a restaurant with an associated drive thru within a General Business District (B-3).
- 3.8 Variance – City of Helotes Ordinance No. 445 *Helotes Fee Schedule*, Section C *Building Fees*, Section E *Fire Department Fees*, Section F *Floodplain Fees*, Section G *Food and Beverage Fees*, Section I *Sign Fees*, and Section J *Zoning and Subdivision Fees*. Payment of fees not required.

IV. MISCELLANEOUS PROVISIONS

- 4.1 Severability: In the event that one or more provisions of this Agreement are found to be unenforceable or illegal, either party shall have the right to terminate this Agreement, if not performed, or rescind this Agreement if performance has

already occurred. If this Agreement is rescinded, the parties shall be placed in the position they were in immediately prior to the date of this Agreement.

- 4.2 Modifications and Notifications: Any modifications to this Agreement must be in writing and signed by each Party hereof or its successor, or they shall not be binding upon any of the Parties hereto.
- 4.3 Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.
- 4.4 No Partnership: Neither this Agreement, nor any part thereof, shall be construed as creating a partnership, joint venture, or other business affiliation among the Parties or otherwise.
- 4.5 Entire Agreement: This Agreement and the appendices hereto supersede any and all other prior or contemporaneous agreements, oral or written, among the Parties hereto with respect to the Project.
- 4.6 Notices: All notices given with respect to this Agreement shall be in writing and deemed delivered upon receipt if hand delivered or sent by confirmed facsimile transmission, and, if mailed, deemed received on the third business day after deposit in the United States mail, postage prepaid, addressed to the Parties as shown below:

IF TO CITY:

City Administrator
City of Helotes, Texas
12951 Bandera Rd. (Physical)
PO Box 507 (Mail)
Helotes, Texas 78023
Phone: 210.695.5913
Facsimile: 210.695.2123

IF TO DEVELOPER:

Kurt Anderson
8102 Military Drive West
San Antonio, Texas 78227
Phone: 210.673.7460
Facsimile: 210.673.4781

- 4.7 Enforcement: As permitted by law, this Agreement may be enforced by the other Party through specific performance. Either Party shall have the right to cure any default within sixty (60) days after notice of said default having been provided by the non-defaulting Party. In the event legal action is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to attorney's fees, court costs, as well as any other damages found by a court of competent jurisdiction to be owned as a result of the breach.
- 4.8 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees to not knowingly employ any undocumented workers, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), the Developer shall be

in Default hereof. The Developer is not liable for an unknown violation of this Section by a Tenant or by a person with whom the Developer contracts; provided, however, the identical federal law requirements provided for herein shall be included as part of any agreement or contract, which Developer enters into with any Tenant, subsidiary, assignee, affiliate, or franchisee with regard to its development.

4.9 Failure by either Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from the other Party. Failure of the Developer to timely begin attempts to cure a default will give the City the right to terminate this Agreement, as solely and finally determined by the City Council of the City of Helotes, Texas.

4.10 **INDEMNITY: DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S ACTIONS IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER NEGLIGENCE, WILLFUL MISCONDUCT OR OTHER CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER OR DEVELOPER'S TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE**

INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY DEVELOPER TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. DEVELOPER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE DEVELOPER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT FOR THE APPLICABLE STATUTE OF LIMITATIONS AND SHALL BE BROADLY INTEREPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

- 4.11 Sovereign Immunity: Nothing contained herein shall ever be construed as a waiver of sovereign immunity or waiver of the defenses of the Parties provided by law which are reserved herein by the Parties as applicable to the fullest extent authorized by law and minimally to the same extent then and there existing prior to the execution hereof.
- 4.12 Mediation. If a dispute arises out of or relates to this Agreement or a breach thereof, the Parties shall first, in good faith, seek to resolve the dispute through negotiation between the upper management of each respective Party. If such

dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration, collectively known as alternate dispute resolution (“ADR”), shall be assessed equally between the City and Developer, with each party bearing their own costs for attorney’s fees, experts, and other costs of ADR and any ensuing litigation.

- 4.13 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.
- 4.14 Additional Instruments. City and Developer warrant that they have the requisite authority to enter into this Agreement and agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included herein.
- 4.15 Recitals incorporated. The representations, covenants and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby found and agreed to be true and correct, and are incorporated into and made a part hereof as though they were fully set forth in this article.
- 4.16 The Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in Bexar County, Texas.
- 4.17 Effective Date: This Agreement shall be effective on the date first written below, upon the grant of the required variances after notice and hearing in the manner prescribed by law, and upon final approval of the City Council of the City of Helotes, Texas.

ARTICLE V. ASSIGNMENT

Developer shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the City Council of the City of Helotes, Texas; provided however that any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement. The City may

demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

CITY OF HELOTES, TEXAS:

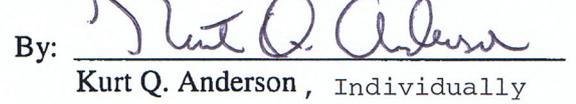
By: 
Title: Mayor

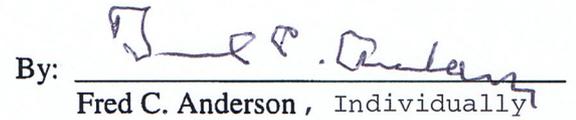
TRI-PROPERTIES CO., a Texas general partnership:

By: 

AYA ENTERPRISES, INC.:

BY: 
Kurt Q. Anderson, President

By: 
Kurt Q. Anderson, Individually

By: 
Fred C. Anderson, Individually

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 13 day of August, 2012, by Thomas A. Schoolcraft, as Mayor of the CITY OF HELOTES, TEXAS, a Texas General Law Type A Municipality, on behalf of said Municipality.



Graciela Tamez
Notary Public, State of Texas
My Commission expires: 06-04-13

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 21 day of Aug, 2012, by Kurt Q. Anderson, on behalf of said partnership.



Brenda Joyce Smith
Notary Public, State of Texas
My Commission expires: Feb 8, 2016

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 21 day of Aug, 2012, by Fred C Anderson, on behalf of said corporation.



Brenda Joyce Smith
Notary Public, State of Texas
My Commission expires: Feb 8, 2016

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 21 day of Aug, 2012, by Kurt Q. Anderson..



Brenda Joyce Smith
Notary Public, State of Texas
My Commission expires: Feb 8, 2016

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 21 day of Aug, 2012, by Fred C. Anderson.

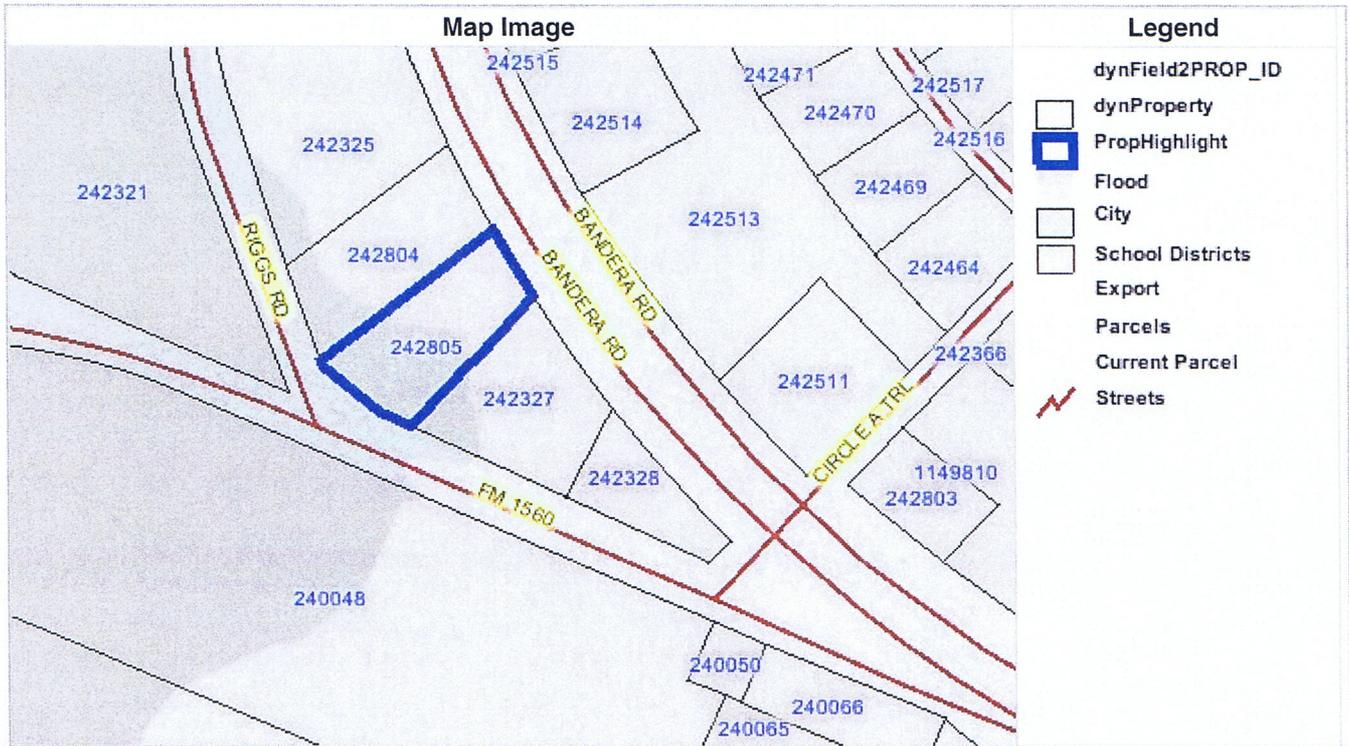


Brenda Joyce Smith
Notary Public, State of Texas
My Commission expires: Feb 8, 2016

Appendix A

Bexar CAD

Property Search Results > Property ID 242805 ANDERSON FRED C & for Year 2012



- Legend**
- dynField2PROP_ID
 - dynProperty
 - PropHighlight
 - Flood
 - City
 - School Districts
 - Export
 - Parcels
 - Current Parcel
 - Streets

Property Details

Account
 Property ID: 242805
 Geo. ID: 04525-401-0020
 Type: Real
 Legal Description: CB 4525D BLK 1 LOT 2 F S SUBD

Location
 Address: 13147 E BANDERA RD TX
 Neighborhood: NBHD code51310
 Mapsco: 546D1
 Jurisdictions: 06, 08, 09, 10, 11, 42, 56, CAD

Owner
 Name: ANDERSON FRED C &
 Address: ANDERSON KURT Q
 8102 W MILITARY DR
 SAN ANTONIO, TX 78227-1846

Property
 Appraised Value: \$131,600

Bexar CAD

Property Search Results > Property ID 242327 AYA ENTERPRISES INC for Year 2012



Map Image

Legend

- dynField2PROP_ID
- dynProperty
- PropHighlight
- Flood
- City
- School Districts
- Export
- Parcels
- Current Parcel
- Streets

i Property Details

Account

Property ID: 242327
 Geo. ID: 04525-000-0171
 Type: Real
 Legal Description: CB: 4525 P-17 ABS 172 REFER TO: 80300-001-6455

Location

Address: 13123 E BANDERA RD TX
 Neighborhood: NBHD code51310
 Mapsco: 546D1
 Jurisdictions: [06](#), [08](#), [09](#), [10](#), [11](#), [42](#), [56](#), [CAD](#)

Owner

Name: AYA ENTERPRISES INC
 Address: 8102 W MILITARY DR
 SAN ANTONIO, TX 78227-1846

Property

Appraised Value: \$157,180

Website version: 1.2.2.0

Database last updated on: 6/11/2012 1:34 AM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

Bexar CAD

Property Search Results > Property ID 242328 TRI-PROPERTIES CO for Year 2012



Map Image	Legend
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Property Details

Account

Property ID: 242328
 Geo. ID: 04525-000-0172
 Type: Real
 Legal Description: CB 4525 P-17B ABS 172

Location

Address: 13041 E BANDERA RD TX
 Neighborhood: NBHD code51310
 Mapsco: 546D1
 Jurisdictions: [06](#), [08](#), [09](#), [10](#), [11](#), [42](#), [56](#), [CAD](#)

Owner

Name: TRI-PROPERTIES CO
 Address: 8102 W MILITARY DR
 SAN ANTONIO, TX 78227-1846

Property

Appraised Value: \$445,000

Website version: 1.2.2.0

Database last updated on: 6/11/2012 1:34 AM

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APPENDIX B CONT.

METES AND BOUNDS DESCRIPTION
IN ACCORDANCE WITH DEVELOPMENT
AGREEMENT TO BE COMPLETED BY
REGISTERED SURVERYOR UPON CITY
COUNCIL APPROVAL OF AGREEMENT