**AGENDA**
**CITY OF HELOTES**
**PLANNING AND ZONING COMMISSION**
**July 7, 2020**

The City of Helotes Planning and Zoning Commission will meet for a Regular Meeting on Tuesday, July 7, 2020 at 7:00 p.m. in the City Hall Council Chamber, 12951 Bandera Road, Helotes, Texas 78023. This is an open meeting, subject to the open meeting laws of the State of Texas.

**SUPPLEMENTAL NOTICE OF PARTICIPATION BY TELEPHONE CONFERENCE**

As a result of COVID-19, the Governor of Texas issued an order on March 16, 2020, suspending various provisions of the Open Meetings Act, which now authorizes the participation in a meeting by videoconference and / or teleconference. In order to advance the public health goal of physical distancing, the City of Helotes Planning and Zoning will conduct this regular meeting by telephone conference. No in person input will be allowed. To speak remotely, register in advance by using the fillable Citizen Comment Form on the City website. The comment form is due by 12:00 pm on Tuesday, July 7. Once the comment form is received, the speaker will receive a confirmation email with the toll-free phone number and access code. Speakers will be placed in a queue until their time to speak. Watch the livestream meeting broadcast on the City's YouTube channel. The digital meeting packet is available on the City website.

1. Call to order.

2. Roll call.

**OPEN SESSION:**

3. Citizens to be heard. ***The Planning and Zoning Commission may not discuss any presented issue, nor may any action be taken on any issue at this time (Attorney General Opinion JC-0169). The Commission will accept comments from citizens of the City of Helotes and its Extraterritorial Jurisdiction (ETJ) only. Comments are limited to three (3) minutes, and this time is not transferable. Each person may only speak once. No profanity or threats will be tolerated.***

**ITEMS FOR INDIVIDUAL CONSIDERATION:**

4. Discussion of and action on the minutes of the Regular Meeting of the Planning and Zoning Commission dated May 5, 2020. (Approval Item; Staff)

5. Discussion of and action on a preliminary and final re-plat, pursuant to Municipal Code of Ordinances Chapter 78 *Subdivisions*, Section 78-74 *Replatting without Vacating Previous Plat* establishing Service First – Helotes, Lots 3 and 4, Block 1, previously platted as BBVA Compass Bank Lot 1, Block 1, more particularly described as BCAD Prop. ID No. 1273906. (Recommendation Item; Applicant)

6. Discussion of and action on a preliminary and final re-plat, pursuant to Municipal Code of Ordinances Chapter 78 *Subdivisions*, Section 78-74 *Replatting without Vacating Previous Plat* establishing Bandera Oaks Subdivision Lots 9 through 30, 902, 903, and 999, Block 2, previously platted as Bandera Oaks Lots 7 and 901, Block 2, more particularly described as BCAD Prop. ID Nos. 1308636 & 1308638. (Recommendation Item; Applicant)

***Adjourn.***

**NOTE:** It is possible that a quorum of the City Council and/or other Municipal Advisory and Governmental Bodies may be in attendance at the above stated meeting. No action will be taken by the City Council and/or other Municipal Advisory and Governmental Bodies at the above stated meeting, other than the body specifically referred to in the above notice.

The Planning and Zoning Commission reserves the right to adjourn into Closed Session at any time during the course of this meeting to discuss any of the exceptions to the requirement that a meeting be open to the public, in accordance with Texas Government Code, Chapter 551 *Open Meetings*, Subchapter D *Exceptions to Requirement that Meetings be Open*. No action may be taken in Closed Session.

I certify that this Agenda was posted on July 3, 2020 at 11:00 a.m.

Celina Perez

Celina Perez, City Secretary

# MINUTES
# CITY OF HELOTES
# PLANNING AND ZONING COMMISSION

The City of Helotes Planning and Zoning Commission met for a regular meeting on May 5, 2020 at 7:00 p.m. in City Hall Council Chambers, 12951 Bandera Road, Helotes Texas. This was an open meeting subject to the current open meeting laws of the State of Texas. Due to COVID-19, this meeting was conducted via teleconference. Physical distancing and the 10 people maximum were adhered to.

**Commission Members**

Present: Gregg Michel, Chair (Via Teleconference)
Jason Wightman, Vice Chair (Via Teleconference)
Ron Hozza, Secretary
Joe Edmond
Richard Hawk (Via Teleconference)
Mario Rios (Via Teleconference)
Jeff Wade (Via Teleconference)

Absent: Mike McGlothing

Council Members/Staff Present: Ernest Cruz, Development Services Director
Marian Mendoza, City Administrator
Celina Perez, City Secretary
Alex Blue, Council Member (Via Teleconference)

**1. Call to order.**

Chair Michel called the meeting to order at 7:05 p.m.

**2. Roll call**.

Commissioner Hozza called roll. See above for members present.

OPEN SESSION:

**3. Citizens to be heard.**

No one signed up to speak on this item.

ITEMS FOR INDIVIDUAL CONSIDERATION:

**4. Discussion of and action on the minutes of the Regular Meeting of the Planning and Zoning Commission dated April 7, 2020. (Approval Item; Staff)**

Motion was made by Commissioner Hozza, second by Commissioner Edmond, to approve the minutes as submitted.

Motion to approve carried unanimously.

DRAFT

**5. Discussion of and action on a preliminary and final subdivision plat, pursuant to Municipal Code of Ordinances Chapter 78 *Subdivisions*, establishing Goat Hill Subdivision, being a 11.249 acre tract of land out of the J.M. Ross Survey No. 224, Abstract 645, County Block 4524, and being a portion of land conveyed to the Polk Family Trust recorded in Volume 12696, Page 347 of the Official Public Records of Bexar County, Texas. (Recommendation Item; Applicant)**

Discussion included the non-conforming cell tower site that was in existence when the City annexed the subject property in Year 2005. The cell tower site is accessible by means of an electrical easement. The owners would like to legally plat the tract without the cell tower site (Code prohibits cell towers in an R-1 zoning district). A home exists on the property. No other construction is proposed.

Motion was made by Commissioner Wightman, second by Commissioner Rios, to recommend approval of this item as written.

Motion to recommend approval carried unanimously.

**Adjourn.**

With no more business to come before the Commission, Chairman Michel adjourned the meeting at 7:22 pm.

Respectfully submitted,

_____
Gregg Michel, Chair

ATTEST:

_____
Celina Perez, City Secretary

DRAFT

# PLANNING & ZONING COMMISSION AGENDA ITEM REQUEST FORM

**MEETING DATE:** July 7, 2020

**AGENDA PLACEMENT:**

☐ **PUBLIC HEARING**
☐ **UNFINISHED BUSINESS**
☒ **INDIVIDUAL**

**CAPTION:**

Discussion of and action on a preliminary and final re-plat, pursuant to Municipal Code of Ordinances Chapter 78 *Subdivisions*, Section 78-74 *Replatting without Vacating Previous Plat* establishing Service First – Helotes Lots 3 and 4, Block 1, previously platted as BBVA Compass Bank Lot 1, Block 1, more particularly described as BCAD Prop. ID No. 1273906. (Recommendation Item; Applicant)

**EXECUTIVE SUMMARY:**

The subject property is a 2.309 acre tract of land located near its intersection with Bandera Road and F.M. 1560. It is currently recorded as BBVA Compass Bank Lot 1, Block 1.

The applicant, Cross Development SF San Antonio Bandera, LLC, wishes to replat the 2.309 acre tract and establish Service First – Helotes Lot 3, Block 1 and Lot 4, Block 1. Lot 3 is 1.008 acres and will be marketed for a future commercial development. Lot 4 is 1.301 acres and is the construction site of the Service First Automotive Center located at 12596 Bandera Road. Lot 3 and Lot 4 each have public street frontage and access to public utilities. The replat will not affect the BBVA Compass Bank located at 12590 Bandera Road.

The City Engineer reviewed the replat and recommends conditional approval, contingent on securing his approval of the Storm Water Management Plan. Additionally, in accordance with Chapter 78 *Subdivisions*, Section 78-74, Subparagraph B *Procedures*, the City Council shall hold a Public Hearing pertaining to this replat.

**ATTACHMENTS:**

Attachment A – City Engineer Recommendation Letter
Attachment B – Project Manager Memorandum
Attachment C – Service First – Helotes Plat (proposed replat)
Attachment D – BBVA Compass Plat (current recorded plat)

**PREPARED BY:** Ernest Cruz, Development Services Director

**DATE SUBMITTED:** June 25, 2020

**Attachment A**

LNV
an Ardurra Company

June 22, 2020

Mr. Ernest Cruz
Development Services Specialist
City of Helotes
P.O. Box 507
Helotes, TX 78023

Re: Service First
Replat without Vacating Original Plat
Conditional Approval Letter

Dear Mr. Cruz,

I have reviewed the Service First Subdivision Replat without vacating original plat and recommend approval on condition pending the approval of the Stormwater Management Plan. Review comments have been provided to the applicant's engineer for consideration and processing.

Please place the Service First Subdivision replat on the next scheduled Planning and Zoning Agenda for discussion and appropriate action.

If you have any questions, please feel free to contact me at (210) 822-2232.

Very truly yours,

LNV, LLC
TBPE Firm No. F-366

Joseph T. Arteritano, PE
Senior Project Manager

Property Identification #: 1273906

| | |
|---|---|
| Geo ID: | 04477-201-0010 |
| Situs Address: | HAUSMAN RD HELOTES, TX 78023 |
| Property Type: | Real |
| State Code: | F1 |

Property Information: 2020

| | |
|---|---|
| Legal Description: | CB 4477B (BBVA COMPASS BANK), BLOCK 1 LOT 1 |
| Abstract: | 9722/195-1 |
| Neighborhood: | NBHD code51320 |
| Appraised Value: | $1,337,390.00 |
| Jurisdictions: | 08, 56, 09, 11, 42, 06, 10, CAD |

Owner Identification #: 3218210

| | |
|---|---|
| Name: | CROSS DEVELOPMENT SF SAN ANTONIO BANDERA LLC |
| Exemptions: | |
| DBA: | EXCESS LAND - BBVA COMPASS BANK |

Bexar CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

**Attachment B**

PAPE-DAWSON ENGINEERS

June 24, 2020

Mr. Ernest Cruz
Development Services Director
City of Helotes
12951 Bandera Road, P.O. Box 507
Helotes, TX 78023

Re: Replat Establishing Service First – Helotes
12596 Bandera Road

Dear Mr. Cruz,

The referenced plat is being submitted to replat an existing lot to create two separate lots. Cross Development SF San Antonio Bandera, LLC, the owner of Lot 1, Block 1, BBVA Compass Bank (Volume 9722, Page 195) desires to replat Lot 1 to create two lots, being proposed Lot 3 and Lot 4 of the attached Replat Establishing Service First – Helotes.

Lot 4 (1.301 acres) will become the lot for the Service First Automotive Center currently under construction at 12596 Bandera Road. Lot 3 (1.008 acres) will be a marketed for a future commercial development. Proposed Lot 3 and Lot 4 will each have public street frontage and access to public utilities.

Note that the BBVA Compass Bank facility is located on Lot 2, Block1. The proposed replat will not affect the BBVA Compass Bank property.

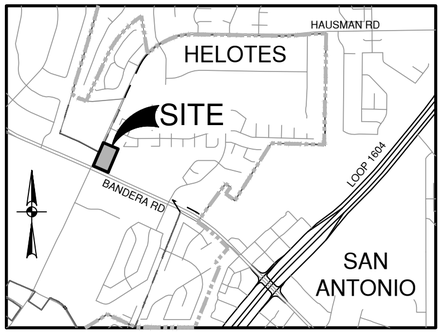
Please feel free to contact me with any questions or comments.

Sincerely,
Pape-Dawson Engineers, Inc.

Gary Smith

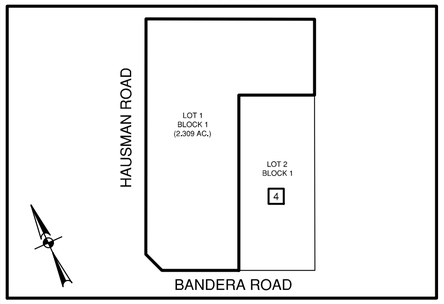
Gary Smith
Sr. Project Manager

P:\118\86\02\Word\Letters\200624 plat summary.doc




LOCATION MAP

NOT-TO-SCALE




## AREA BEING REPLATTED

SCALE: 1"= 200'

2.309 ACRES BEING REPLATTED WAS PREVIOUSLY PLATTED AS LOT 1, BLOCK 1 OF THE BBVA COMPASS BANK PLAT RECORDED IN VOLUME 9722, PAGE 195 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR

I, (WE) THE OWNER (S) OF THE LAND SHOWN ON THIS REPLAT HEREBY CERTIFY THAT THIS REPLAT DOES NOT ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS.

_____
OWNER

_____
OWNER'S DULY AUTHORIZED AGENT

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____, 20___.

SEAL

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

CITY ENGINEER'S CERTIFICATION

THE CITY ENGINEER OF THE CITY OF HELOTES HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

_____
CITY ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT.

_____
SONG LIM TAN
LICENSED PROFESSIONAL ENGINEER NO. 79798
PAPE-DAWSON ENGINEERS, INC.
2000 NW LOOP 410
SAN ANTONIO, TEXAS 78213
(210) 375-9000

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
G.E. BUCHANAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4999
PAPE-DAWSON ENGINEERS, INC.
2000 NW LOOP 410
SAN ANTONIO, TEXAS 78213
(210) 375-9000

## CPS/SAWS UTILITY:

1. THE CITY OF HELOTES AS PART OF ITS ELECTRIC, GAS, WATER, AND WASTEWATER SYSTEMS - CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT", "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," "SANITARY SEWER EASEMENT" AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, SEWER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDING, STRUCTURE, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.

## DETENTION FOR PREVIOUSLY RECORDED PLAT:

STORM WATER DETENTION IS REQUIRED FOR A PORTION OF THIS PROPERTY AND IS ACCOUNTED FOR IN AN OFFSITE DETENTION POND LOCATED ON LOT 2, BLOCK 1, BBVA COMPASS BANK, RECORDED IN VOLUME 9722, PAGE 195.

## FLOODPLAIN VERIFICATION:

NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP PANEL: 48029C022G, EFFECTIVE DATE SEPTEMBER 29, 2010. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.

## CROSS ACCESS :

LOT OWNERS SHALL PROVIDE SHARED COMMON CROSS ACCESS FOR LOTS 3 AND 4, BLOCK 1, IN ACCORDANCE WITH EASEMENT AGREEMENTS RECORDED IN VOLUME 18868, PAGES 2157-2180 OPR AND VOLUME 17961 PAGES 2321-2331 OPR.

## SAWS IMPACT FEE:

WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

## SAWS WASTEWATER EDU:

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU'S) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE UNDER THE PLAT NUMBER AT THE SAN ANTONIO WATER SYSTEM.

## SAWS HIGH PRESSURE:

A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION OF 985 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE OWNER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S SIDE OF THE METER, AN APPROVED TYPE PRESSURE REGULATOR IN CONFORMANCE WITH THE PLUMBING CODE OF THE CITY OF HELOTES.

## DRAINAGE EASEMENT ENCROACHMENTS:

NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF TCI OR DIRECTOR OF PUBLIC WORKS. THE CITY OF HELOTES AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER THE GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENT AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

## EDWARDS AQUIFER RECHARGE ZONE NOTES:

1. THIS DEVELOPMENT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
2. NO PERSON SHALL COMMENCE THE CONSTRUCTION OF ANY REGULATED ACTIVITY UNTIL AN EDWARDS AQUIFER PROTECTION PLAN 'WATER POLLUTION ABATEMENT PLAN (WPAP)" OR MODIFICATION TO AN APPROVED PLAN AS REQUIRED BY 30 TAC 213.5 OF THE TEXAS WATER CODE OR THE LATEST VERSION THEREOF, HAS BEEN FILED WITH THE APPROPRIATE REGIONAL TCEQ OFFICE, AND THE APPLICATION HAS BEEN APPROVED BY THE EXECUTIVE DIRECTOR OF THE REGIONAL TCEQ OFFICE.

## SURVEYOR'S NOTES:

1. PROPERTY CORNERS ARE MONUMENTED WITH CAP OR DISK MARKED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
2. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
3. DIMENSIONS SHOWN ARE SURFACE.
4. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

## TxDOT NOTES:

1. FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT OF WAY, THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
2. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "ACCESS MANAGEMENT MANUAL". THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM TOTAL OF ONE (1) EXISTING SHARED ACCESS POINT ALONG BANDERA ROAD (STATE HIGHWAY 16), BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 143.37' AND TWO (2) EXISTING ACCESS POINTS ALONG FM 1560, BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 438.50'.
3. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT-OF-WAY SHALL BE DIRECTED BY TXDOT.

## FIRE:

INGRESS AND EGRESS SHALL BE PROVIDED BETWEEN ALL ADJACENT LOTS FOR ADEQUATE FIRE DEPARTMENT VEHICLE ACCESS PER THE CITY OF HELOTES FIRE PREVENTION CODE. ANY CROSS ACCESS SHALL NOT BE BLOCKED NOR MAY THIS NOTE BE REMOVED FROM THE PLAT WITHOUT WRITTEN PERMISSION FROM THE CITY OF HELOTES DIRECTOR OF DEVELOPMENT SERVICES AND THE HELOTES FIRE DEPARTMENT FIRE MARSHAL.

## INGRESS/EGRESS:

NO STRUCTURE, FENCES, WALLS, OR OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN THE LIMITS OF THE INGRESS/EGRESS EASEMENT SHOWN ON THIS PLAT.

## GENERAL NOTES:

1. ZONING: "B3 (GENERAL BUSINESS DISTRICT)"
2. ALL OF THE AREA BEING RE-SUBDIVIDED BY THIS PLAT HAD BEEN PREVIOUSLY PLATTED BY PLAT RECORDED IN VOLUME 9722, PAGE 195, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.

# REPLAT ESTABLISHING
# SERVICE FIRST - HELOTES

ESTABLISHING LOTS 3 AND 4, BLOCK 1, BEING A TOTAL OF 2.309 ACRES OUT OF COUNTY BLOCK 4477, CONSISTING OF LOT 1, BLOCK 1 IN THE CITY OF HELOTES, BEXAR COUNTY, TEXAS, BEING OUT OF THE BBVA COMPASS BANK, RECORDED IN VOLUME 9722, PAGE 195 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

SCALE: 1"= 100'

0' 100' 200' 300'

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

DATE OF PREPARATION: June 29, 2020

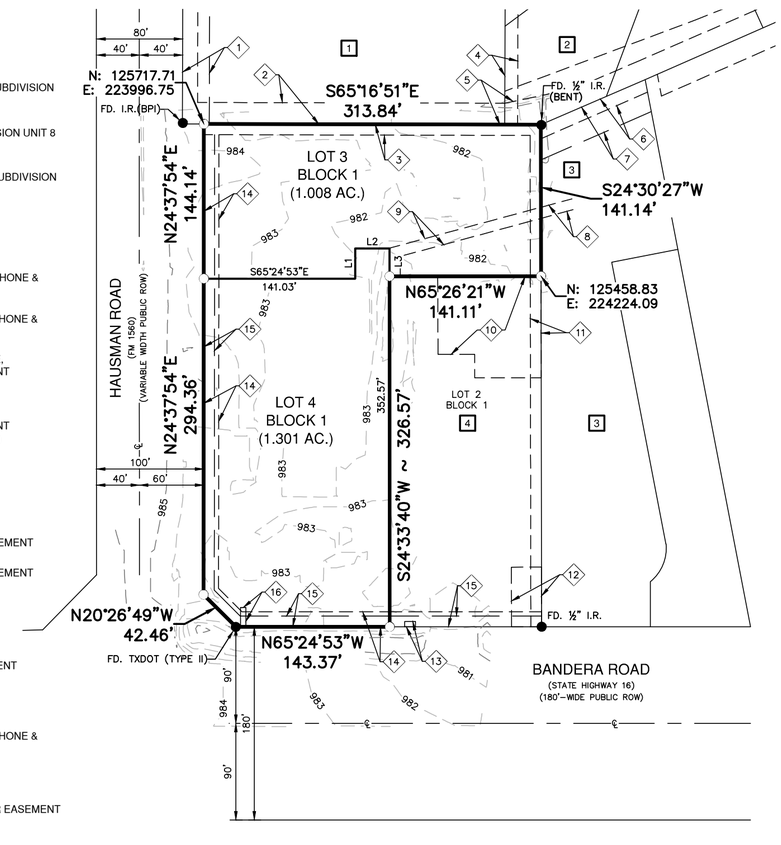
## LEGEND

| | |
|---|---|
| AC | ACRE(S) |
| VOL | VOLUME |
| PG | PAGE(S) |
| DOC | DOCUMENT NUMBER |
| DPR | DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS |
| PR | PLAT RECORDS OF BEXAR COUNTY, TEXAS |
| DR | DEED RECORDS OF BEXAR COUNTY, TEXAS |
| CB | COUNTY BLOCK |
| ● (SURVEYOR) | FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE) |
| ◯ | SET 1/2" IRON ROD (PD) |
| NCB | NEW CITY BLOCK |
| OPR | OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS |
| 1140 | EXISTING CONTOURS |
| ℄ | CENTERLINE |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L1 | N24°35'07"E | 28.20' |
| L2 | S65°24'53"E | 32.00' |
| L3 | N24°33'40"E | 26.00' |

## KEY NOTES:

1. LOT 1, BLOCK 1, CB 4135 HELOTES POST OFFICE SUBDIVISION (VOL 9537, PG 90 DPR)
2. LOT 11, BLOCK 2 CEDAR SPRINGS SUBDIVISION UNIT 8 (VOL 9551, PG 17 DPR)
3. LOT 5, BLOCK 1, CB 4477 RE-PLAT OF WULFSOHN SUBDIVISION (VOL 9620, PG 35 DPR)
4. LOT 2, BLOCK 1 BBVA COMPASS BANK (VOL 9722, PG 195 DPR)
1. 25' BUILDING SETBACK (VOL 9537, PG 90 DPR)
2. 20' ELECTRIC, GAS, TELEPHONE & CABLE TV EASEMENT (VOL 9537, PG 90 DPR)
3. 10' ELECTRIC, GAS, TELEPHONE & CABLE TV EASEMENT (VOL 9722, PG 195 DPR)
4. 12' ELECTRIC, TELEPHONE, GAS & CABLE TV EASEMENT (VOL 9551, PG 17 DPR)
5. VARIABLE WIDTH ELECTRIC, TELEPHONE, GAS & CABLE TV EASEMENT (VOL 9531, PGS 88-93 DPR)
6. 12' ELECTRIC, GAS, TELEPHONE & CABLE TV EASEMENT (VOL 9620, PG 35 DPR)
7. 30' BUILDING SETBACK (VOL 9620, PG 35 DPR)
8. 10' SANITARY SEWER EASEMENT (VOL 18658, PG 585 OPR)
9. 10' SANITARY SEWER EASEMENT (VOL 9722, PG 195 DPR)
10. DRAINAGE EASEMENT (VOL 9722, PG 195 DPR)
11. 10' DRAINAGE EASEMENT (VOL 9722, PG 195 DPR)
12. 28' CPS ELECTRIC EASEMENT (VOL 17401, PG 823 OPR)
13. 10' X 5' S.A.W.S WATER EASEMENT (VOL 17497, PG 216 OPR)
14. 14' ELECTRIC, GAS, TELEPHONE & CABLE TV EASEMENT (VOL 9722, PG 195 DPR)
15. 10' BUILDING SETBACK (VOL 9722, PG 195 DPR)
16. 18'X5' PERMANENT WATER EASEMENT (DOC# 20200060963 OPR)




STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE CITY OF HELOTES, TEXAS, FOR THE USE OF THE PUBLIC FOREVER ALL STREETS (OTHER THAN PRIVATE STREETS), ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND THE WATER AND SEWER LINES IN ALL OF THE AFORESAID PUBLIC PLACES AND ALL OTHER PUBLIC PLACES THERE ON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

_____
OWNER/DEVELOPER: STEVE RUMSEY
CROSS DEVELOPMENT SF SAN ANTONIO BANDERA, LLC
4336 MARSH RIDGE ROAD
CARROLLTON, TEXAS 75010
(214) 614-8252

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____, 20___.

SEAL

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

THIS PLAT OF ____SERVICE FIRST - HELOTES_____ HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATE: THIS _____DAY OF_____, A.D. 20_____.

BY: _____
MAYOR

BY: _____
SECRETARY

BY: _____
PLANNING AND ZONING CHAIRMAN

SHEET 1 OF 1

SERVICE FIRST - HELOTES

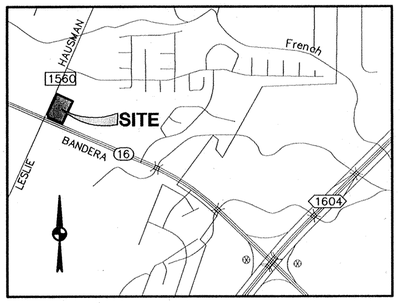
Civil Job No. 11886-02; Survey Job No. 11886-01

Date: Jun 29, 2020, 1:24pm User ID: GSmith
File: P:\118\86\02\Design\Civil\Plat\200629 PL118SE02.dwg

Attachment D

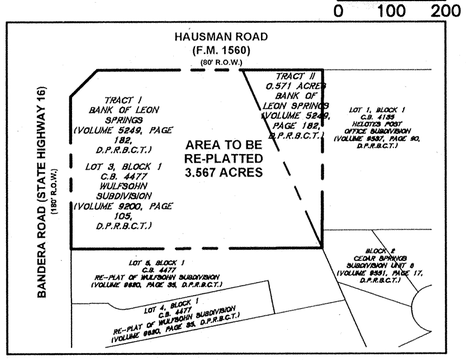
# REPLAT ESTABLISHING
# BBVA COMPASS BANK

ESTABLISHING LOTS 1 AND 2, BLOCK 1 AND BEING 3.567 ACRES OF LAND OUT OF C.B. 4477, CONSISTING OF LOT 3, BLOCK 1 OF "REPLAT OF WULFSOHN SUBDIVISION" AND AN UNPLATTED TRACT OF LAND RECORDED IN VOLUME 5249, PAGE 182, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS.




## VICINITY MAP
NOT TO SCALE
BEXAR COUNTY, TEXAS

0 100 200




## AREA BEING REPLATTED

THE AREA BEING REPLATTED WAS PREVIOUSLY 2.996 ACRES BEING LOT 3, BLOCK 1 OF "REPLAT OF WULFSOHN SUBDIVISION" AS RECORDED IN VOLUME 9620, PAGE 35 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS TOGETHER WITH ALL THAT CERTAIN CALLED 0.571 ACRES OUT OF THE COMANCHE CREEK IRRIGATION COMPANY SURVEY NO. 355, ABSTRACT 172, C.B. 4525 AS RECORDED IN VOLUME 5249, PAGE 182, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS.

**DATE OF PREPARATION:**

APRIL 25, 2017

**STATE OF TEXAS**
**COUNTY OF BEXAR**

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT.

10/17/2017
JASON R. LINK, P.E. DATE
LICENSED PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 106138

SWORD AND SUBSCRIBED TO ME BEFORE THIS THE 17th DAY OF October, A.D. 20 17

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STATE OF TEXAS
JASON R. LINK
106138
LICENSED
PROFESSIONAL ENGINEER

STEPHANIE H. CARDENAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 07/17/2018

**STATE OF TEXAS**
**COUNTY OF BEXAR**

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND.

10/17/2017
ALBERTO JONATHAN PEREZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6572

SWORD AND SUBSCRIBED TO ME BEFORE THIS THE 17th DAY OF October, A.D. 20 17

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STEPHANIE H. CARDENAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 07/17/2018

STATE OF TEXAS
ALBERTO JONATHAN PEREZ
6572
PROFESSIONAL
LAND SURVEYOR

**GENERAL NOTES:**

(1) ZONING: "B3 (GENERAL BUSINESS DISTRICT)"

(2) A PORTION OF THE AREA BEING RE-SUBDIVIDED BY THIS PLAT HAD BEEN PREVIOUSLY PLATTED BY PLAT RECORDED IN VOLUME 9200, PAGE 105, DEED & PLAT RECORDS, BEXAR COUNTY, TEXAS.

**CPS NOTES:**

(1) THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES; TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PART THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.

(2) ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.

(3) THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:

**WASTEWATER EDU NOTE:**

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUS) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES.

**SAWS IMPACT FEE PAYMENT NOTE:**

WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO THE WATER METER SET AND/OR PRIOR TO THE WASTEWATER SERVICE CONNECTION.

**SAWS HIGH PRESSURE NOTE:**

A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION OF 985 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE DEVELOPER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S SIDE OF THE METER, AN APPROVED TYPE PRESSURE REGULATOR IN CONFORMANCE WITH THE PLUMBING CODE OF THE CITY OF SAN ANTONIO.

**AQUIFER NOTE:**

THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. DEVELOPMENT WITHIN THIS SUBDIVISION IS SUBJECT TO CHAPTER 34, ARTICLE VI, DIVISION 6 OF THE SAN ANTONIO CITY CODE ENTITLED "AQUIFER RECHARGE ZONE AND WATERSHED PROTECTION" OR LATEST REVISIONS THEREOF. ANY REGULATED ACTIVITY MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS RELATING TO DEVELOPMENT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

**EDWARDS AQUIFER RECHARGE ZONE NOTES:**

(1) THIS DEVELOPMENT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

(2) NO PERSON SHALL COMMENCE THE CONSTRUCTION OF ANY REGULATED ACTIVITY UNTIL AN EDWARDS AQUIFER PROTECTION PLAN "WATER POLLUTION ABATEMENT PLAN (WPAP)" OR MODIFICATION TO AN APPROVED PLAN AS REQUIRED BY 30 TAC 213.5 OF THE TEXAS WATER CODE OR THE LATEST VERSION THEREOF, HAS BEEN FILED WITH THE APPROPRIATE REGIONAL TCEQ OFFICE, AND THE APPLICATION HAS BEEN APPROVED BY THE EXECUTIVE DIRECTOR OF THE REGIONAL TECQ OFFICE.

**DRAINAGE EASEMENT NOTES:**

(1) NO STRUCTURES, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITH THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPES OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT APPROVAL OF THE CITY OF HELOTES. THE CITY OF HELOTES AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER THE GRANTORS ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITH THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITH SAID DRAINAGE EASEMENTS.

(2) THE MAINTENANCE OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER, THEIR SUCCESSORS AND ASSIGNS, AND NOT THE RESPONSIBILITY OF CITY OF HELOTES.

**TEXAS DEPARTMENT OF TRANSPORTATION NOTES**

(1) FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT OF WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.

(2) OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT OF WAY.

(3) MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "ACCESS MANAGEMENT MANUAL". THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED TOTAL OF ONE (1) EXISTING ACCESS POINT ALONG BANDERA RD (SH 16) BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 284.80', AND A MAXIMUM COMBINED TOTAL OF ONE (1) EXISTING ACCESS POINT ALONG HAUSMAN RD (FM 1560) BASED ON THE OVERALL PLATTED HIGH FRONTAGE OF 438.50'.

(4) IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT OF WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TxDOT.

**SURVEYOR NOTES**

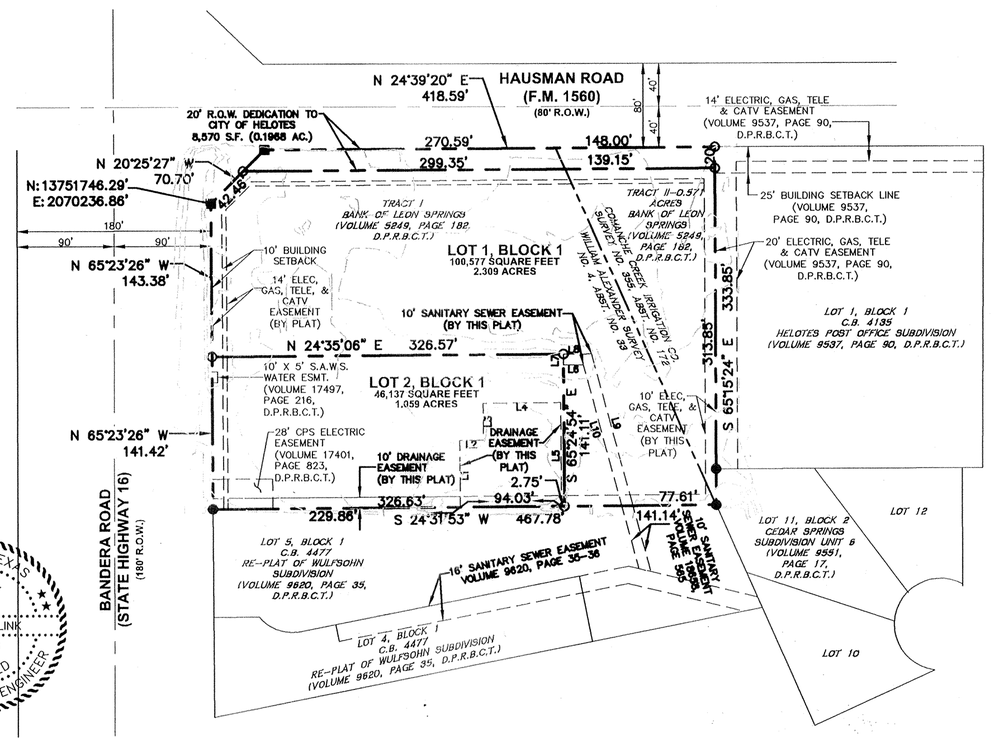
1. PROPERTY CORNERS ARE MONUMENTED WITH IRON RODS WITH CAP MARKED "STANTEC" UNLESS NOTED OTHERWISE.
2. BEARINGS AND COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, UTILIZING THE WDS STATEWIDE VRS NETWORK.
3. DIMENSIONS SHOWN ARE SURFACE.

**FIRE DEPARTMENT VEHICLE ACCESS NOTE:**

INGRESS AND EGRESS SHALL BE PROVIDED BETWEEN ALL ADJACENT LOTS FOR ADEQUATE FIRE DEPARTMENT VEHICLE ACCESS PER THE CITY OF HELOTES FIRE CODE. THE CROSS ACCESS SHALL NOT BE BLOCKED NOR MAY THIS NOTE BE TAKEN OFF OF THE PLAT WITHOUT WRITTEN PERMISSION FROM THE CITY OF HELOTES DIRECTOR OF DEVELOPMENT SERVICES AND THE CITY OF HELOTES FIRE MARSHALL.

**INGRESS & EGRESS (SEWER):**

THE SAN ANTONIO WATER SYSTEM IS HEREBY GRANTED THE RIGHT OF INGRESS AND EGRESS ACROSS GRANTOR'S ADJACENT PROPERTY TO ACCESS THE WASTEWATER EASEMENT(S) SHOWN ON THIS PLAT.




| PARCEL LINE DATA | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | N 65°28'43" W | 61.98' |
| L2 | N 24°32'42" E | 21.89' |
| L3 | N 65°27'18" W | 34.13' |
| L4 | N 24°25'05" E | 72.23' |
| L5 | S 65°24'54" E | 96.25' |
| L6 | N 24°47'01" E | 18.56' |
| L7 | S 65°09'10" E | 10.00' |
| L8 | S 24°47'01" W | 26.22' |
| L9 | N 80°14'32" W | 145.82' |
| L10 | S 80°14'32" E | 135.51' |

## LEGEND

- ● 1/2" IRON ROD FOUND (UNLESS NOTED)
- ○ 1/2" IRON ROD SET WITH YELLOW CAP MARKED "STANTEC" (UNLESS NOTED)
- ■ MONUMENT FOUND
- BENCHMARK
- EXISTING CONTOURS
- PROPOSED CONTOURS
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- D.P.R.B.C.T. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS


Stantec
70 NE Loop 410, Suite 1100
San Antonio, TX 78216
Tel. (210) 525-9090 Fax (210) 525-0529
TBPE #6324 TBPLS #10194228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0 50 100 150 200
1"=100'

**STATE OF TEXAS**
**COUNTY OF COLLIN**

THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE CITY OF HELOTES, TEXAS, FOR THE USE OF THE PUBLIC FOREVER ALL STREETS (OTHER THAN PRIVATE STREETS), ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND THE WATER AND SEWER LINES IN ALL OF THE AFORESAID PUBLIC PLACES AND ALL OTHER PUBLIC PLACES THERE ON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER:
BBVA COMPASS BANK

BY: _____
CATHERINE ZALATORIS
15 SOUTH 20TH STREET, LEVEL 1,
BIRMINGHAM, ALABAMA 35233

**STATE OF TEXAS**
**COUNTY OF COLLIN**

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Catherine Zalatoris KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF September, A.D. 20 17

NOTARY PUBLIC, Collin County, Texas
MY COMMISSION EXPIRES
11-25-17

**CITY ENGINEER'S CERTIFICATION**

THE CITY ENGINEER OF THE CITY OF HELOTES HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

_____
CITY ENGINEER

**CITY COUNCIL APPROVAL**

THIS PLAT OF BBVA COMPASS BANK HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS 19th DAY OF Oct, 2017.

BY: _____
MAYOR

BY: _____
SECRETARY

BY: _____
PLANNING AND ZONING CHAIRMAN

CITY OF HELOTES COUNTY OF BEXAR INCORPORATED 1952

**STATE OF TEXAS**
**COUNTY OF BEXAR**

I, _____ COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____ A.D. _____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____, A.D. _____ AT _____ M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/VOLUME _____ ON PAGE _____

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. _____.

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____, DEPUTY

SHEET 1 OF 1




PI2-20170212588-3

Book 9722 Page 195 3pgs

Doc# 20170212588 Fees: $82.00
10/26/2017 2:38PM # Pages 3
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

# PLANNING & ZONING COMMISSION AGENDA ITEM REQUEST FORM

**MEETING DATE:** July 7, 2020

**AGENDA PLACEMENT:**

☐ **PUBLIC HEARING**
☐ **UNFINISHED BUSINESS**
☒ **INDIVIDUAL**

**CAPTION:**

Discussion of and action on a preliminary and final re-plat, pursuant to Municipal Code of Ordinances Chapter 78 *Subdivisions*, Section 78-74 *Replatting without Vacating Previous Plat* establishing Bandera Oaks Subdivision Lots 9 through 30, 902, 903, and 999, Block 2, previously platted as Bandera Oaks Lots 7 and 901, Block 2, more particularly described as BCAD Prop. ID Nos. 1308636 & 1308638. (Recommendation Item; Applicant)

**EXECUTIVE SUMMARY:**

The subject property is an 8.814 acre tract of land situated behind the Helotes Point Retail Center located at 12510 Bandera Road. It is currently recorded as Bandera Oaks Lot 7, Block 2 (BCAD Prop. ID No. 1308636) and Lot 901, Block 2 (BCAD Prop. ID No. 1308638) .

Please note: The proposed replat states that it's 8.814 acres in size, vs. the property size of 9.511 acres. Per the developer's engineer, during the zoning and development agreement phases of this development, the developer's engineer was anticipating the entire driveway going out to Highway 16, being a part of the development and being replatted as rights-of-way. However, when that changed, there was no longer a need to make it a part of the plat being submitted. This is why the area shown on the plat is less in size.

The applicant, Versaterra Development, wishes to replat the 8.814 acre tract and establish Bandera Oaks Subdivision Lots 9 through 30, 902, 903, and 999, Block 2. The purpose of the replat is for the development of a residential subdivision consisting of twenty-two (22) homes. The applicant has received the below approvals for this development:

- Zoning change to Single Family Residential District (R-1) - recommended for approval by Planning & Zoning Commission on March 3, 2020 and received final approval by City Council on March 26, 2020; and

- Development Agreement outlining specific details as it pertains to lot sizes and lot frontages - approved by City Council on March 26, 2020.

The City Engineer reviewed the replat and recommends approval. Please note that the replat approval shall be contingent upon compliance of the following pending requirements: tree

preservation, stormwater management plan, and traffic impact analysis. Additionally, in accordance with Chapter 78 *Subdivisions*, Section 78-74, Subparagraph B *Procedures*, the City Council shall hold a Public Hearing pertaining to this replat.

**ATTACHMENTS:**

Attachment A – City Engineer Recommendation Letter
Attachment B – Development Agreement
Attachment C – Bandera Oaks Subdivision Plat (proposed replat)
Attachment D – Bandera Oaks Plat (current recorded plat)

**PREPARED BY:** Ernest Cruz, Development Services Director

**DATE SUBMITTED:** June 26, 2020

**Attachment A**

LNV
an Ardurra Company

June 26, 2020

Mr. Ernest Cruz
Development Services Specialist
City of Helotes
P.O. Box 507
Helotes, TX 78023

Re: Bandera Oaks
Replat without Vacating Original Plat
Approval Letter

Dear Mr. Cruz,

I have reviewed the Bandera Oaks Subdivision Replat without vacating original plat and recommend approval. Review comments have been provided to the applicant's engineer for consideration and processing. The replat complies with City of Helotes Ordinances and the development agreement between the City and Versaterra Development.

Please place the Bandera Oaks Subdivision replat on the next scheduled Planning and Zoning Agenda for discussion and appropriate action.

If you have any questions, please feel free to contact me at (210) 822-2232.

Very truly yours,

LNV, LLC
TBPE Firm No. F-366

Joseph T. Arteritano, PE
Senior Project Manager

Property Identification #: 1308636

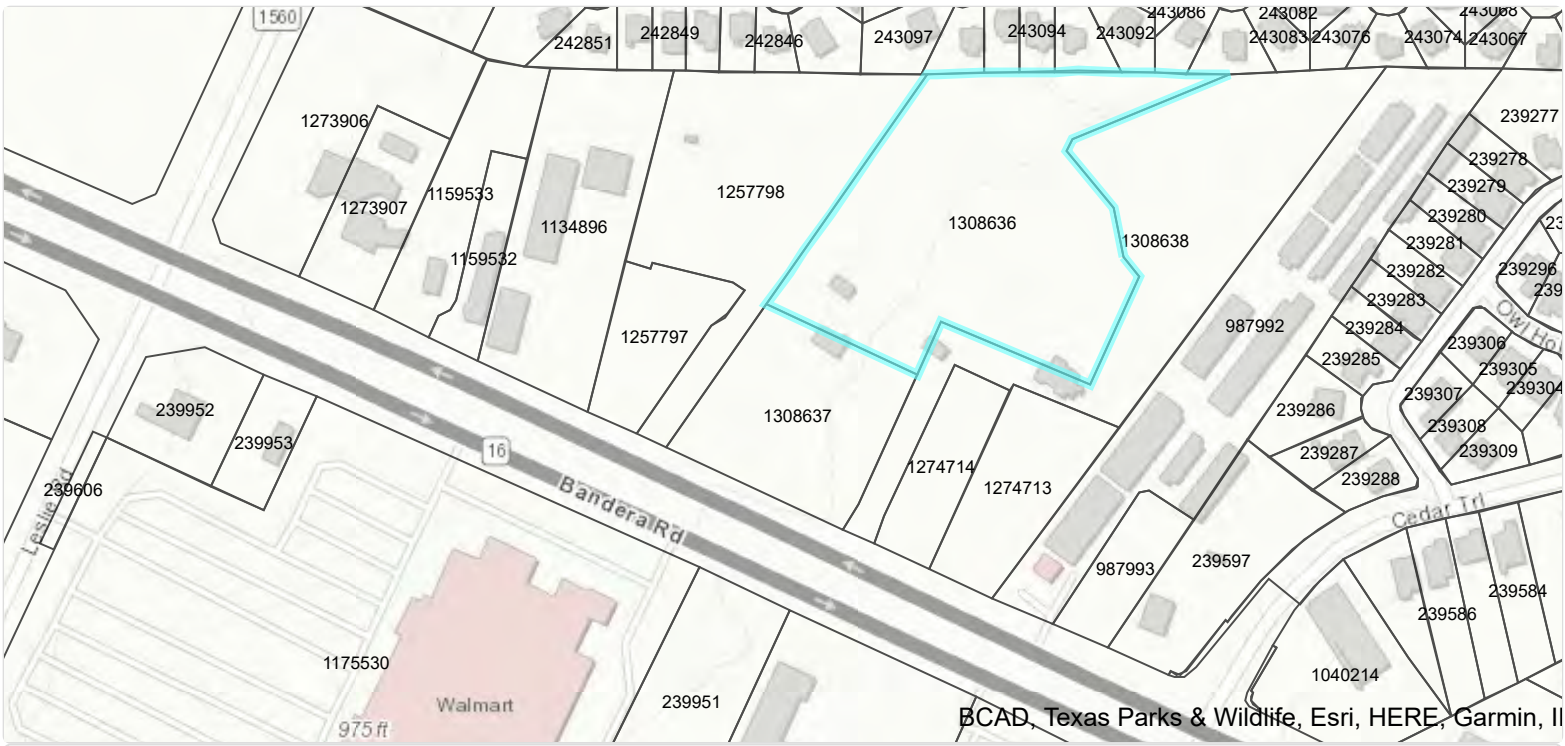
| | |
|---|---|
| Geo ID: | 04477-702-0071 |
| Situs Address: | BANDERA RD SAN ANTONIO, TX 78023 |
| Property Type: | Real |
| State Code: | C1 |

Property Information: 2020

| | |
|---|---|
| Legal Description: | CB 4477G BLOCK 2 LOT 7 (BANDERA OAKS) |
| Abstract: | 20001/1285 |
| Neighborhood: | NBHD code51320 |
| Appraised Value: | $1,735,900.00 |
| Jurisdictions: | 08, 56, 10, 42, CAD, 06, 09, 11 |

Owner Identification #: 3057624

| | |
|---|---|
| Name: | ABISO HELOTES LP |
| Exemptions: | |
| DBA: | HELOTES POINT |




Bexar CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

Property Identification #: 1308638

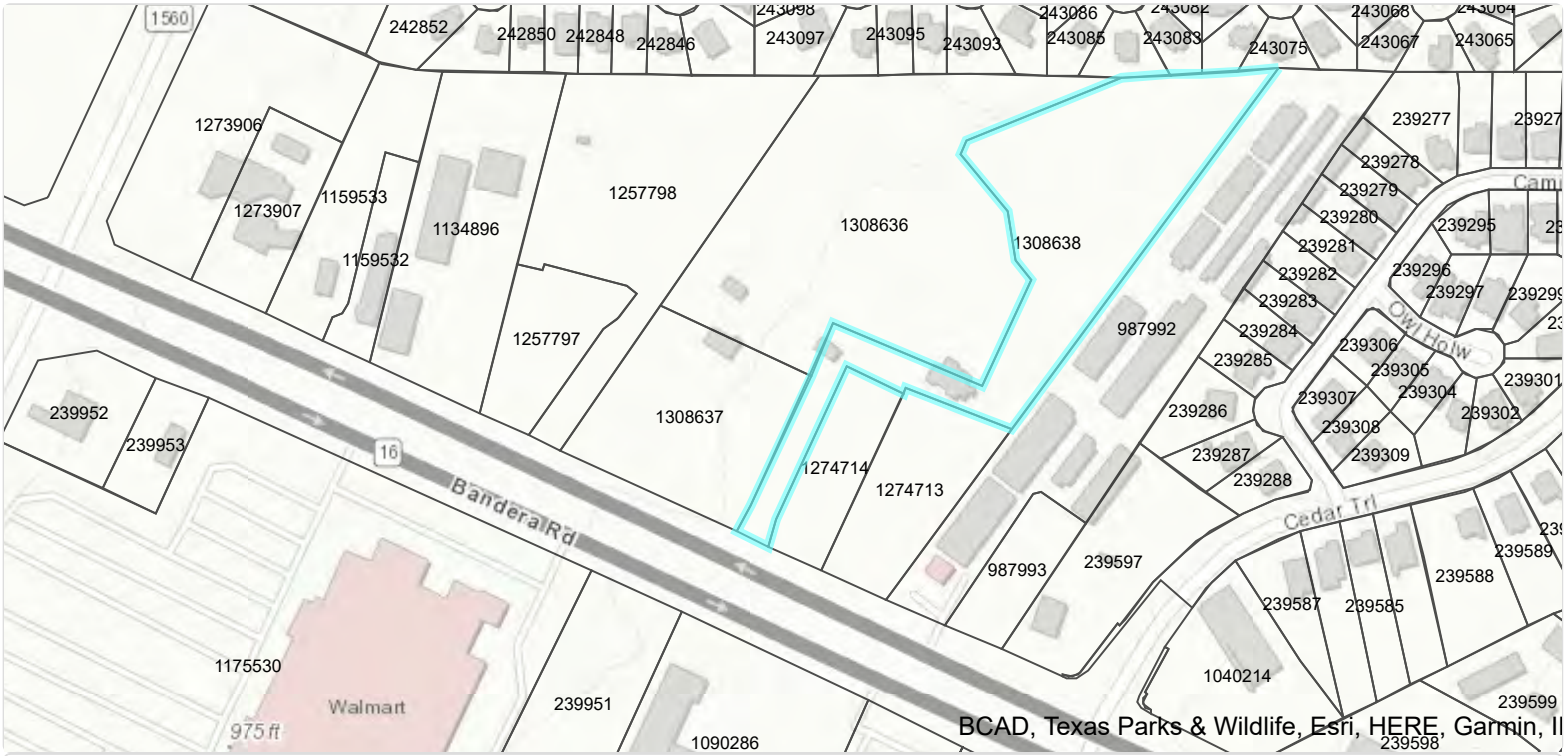
| | |
|---|---|
| Geo ID: | 04477-702-9011 |
| Situs Address: | BANDERA RD HELOTES, TX 78023 |
| Property Type: | Real |
| State Code: | F1 |

Property Information: 2020

| | |
|---|---|
| Legal Description: | CB 4477G BLOCK 2 LOT 901 (BANDERA OAKS) (DRAINAGE EASEMENT) |
| Abstract: | 20001/1285 |
| Neighborhood: | NBHD code51320 |
| Appraised Value: | $1,356,560.00 |
| Jurisdictions: | 06, 08, 56, 10, 42, CAD, 09, 11 |

Owner Identification #: 3057624

| | |
|---|---|
| Name: | ABISO HELOTES LP |
| Exemptions: | |
| DBA: | Null |




Bexar CAD Map Search

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# ORDINANCE NO. 20-05

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS (THE "CITY") APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND VERSATERRA DEVELOPMENT (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 9.511 ACRES OF REAL PROPERTY (THE "DEVELOPMENT"); 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 THE MAYOR 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,** Versaterra Development, (the "Developer"), is the owner of property constituting 9.511 acres of real property described as Bandera Oaks Subdivision, Block 2, Lots 7 and 901, generally located behind 12510 Bandera Road, Helotes, Texas 78023; and

**Whereas,** the Developer has agreed, as a part of the Development Agreement (the "Agreement"), 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

**Whereas,** the aforementioned negotiations have been memorialized in this 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 9.511 acres of real property within the City of Helotes, Bexar County, Texas is hereby approved.

**Section Two.** ***Authorization.*** The Mayor is authorized to execute the 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 26th day of March 2020.

Thomas A. Schoolcraft, Mayor

**ATTEST:**

Celina Perez, City Secretary

CITY OF HELOTES ★ COUNTY OF BEXAR ★ INCORPORATED 1981

**STATE OF TEXAS** §

§ **KNOW ALL BY THESE PRESENTS:**

**COUNTY OF BEXAR** §

# DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (sometimes hereinafter referred to as the "Agreement") is entered into by the **CITY OF HELOTES**, a Type A General Law Municipal Corporation and Political Subdivision of the State of Texas ("City"), and **VERSATERRA DEVELOPMENT**, hereinafter referred to as the "Developer". The City and Developer shall sometimes hereinafter be referred to collectively as the "Parties".

## ARTICLE I
## DESCRIPTION OF PROJECT

1.1 The Developer intends to develop a single-family residential subdivision. Total planned development will equal twenty-two (22) homes. The project is currently located at Bandera Oaks Subdivision Lots 7 and 901, Block 2 Helotes, Texas 78023, more particularly described as CB 4477G Block 2, Lot 7 & Lot 901 (Bandera Oaks). The property is more fully depicted in the documents attached hereto as Appendix "A".

## ARTICLE II
## AGREEMENT FOR PERMIT AND INSPECTION FEES

2.1 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 currently located in the City of Helotes, and to protect the public health, safety, and welfare of the citizens of the City of Helotes. The City agrees, on the effective date of execution, duly approved by the City Council, to provide the following:

2.1.1 Developer owns the tracts of land identified within the attached as Appendix "A" hereto, which it intends to develop as Bandera Oaks Subdivision. Total planned development will equal twenty-two (22) homes, which will be site built on substandard lots that do not conform to current zoning and subdivision codes.

2.1.2 Developer will be allowed to plat lots with a minimum width of 50-feet.

2.1.3 Developer will be allowed to plat irregular "flag" at cul-de-sac lots provided a minimum of 20-feet frontage is maintained at the right-of-way.

2.1.4 Developer will maintain a minimum 20-foot front setback (10-feet front setback on cul-de-sac lots #17, 18 and 19) , 5-foot side setback, and 20-foot rear setback (15-feet rear setback on cul-de-sac lots #9, 10, 17, 18 and 19).

2.1.5 All new streets will be privately owned and maintained by the developer.
Streets will be a minimum of 30 feet in width with Fire Lane signs as specified in Section D103.6 of the 2015 International Fire Code posted on one side.

2.1.6 Developer will be allowed to construct a monument sign that is a maximum 6-feet tall and 15-feet long with the existing island at the intersection of the existing variable width ingress/egress easement and SH16.

2.1.7 Developer will be given a waiver for 121-inches towards the Tree Mitigation requirements for the proposed development. The Developer will still be required to either preserve the minimum of two protected/heritage trees per lot or plant a minimum of two 2-inch caliper trees per lot. The developer also agrees to follow the tree caliper inch preservation rate outlined in chapter 94 of the vegetation code for the remaining trees within the proposed development. Developer will communicate in writing to the City whether it decides to preserve the minimum of two protected/heritage trees per lot or plant a minimum of two 2-inch caliper trees per lot.

2.1.8 A masonry wall or wood fence eight (8) feet in height shall be constructed at the rear property lines of lots 18 through 22 and along the street side property line of lot 22 and lot 1 to separate those lots from the commercial area per Code.

## ARTICLE III.
## COVENANTS AND DUTIES OF THE DEVELOPER

3.1 The Developer makes the following covenants and warranties to the City, and agrees to timely and fully perform the obligations contained in Article III hereof in a commercially reasonable manner. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Developer.

3.2 The Developer certifies that it is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement and shall abide by all laws, regulations, and rules thereof, including local ordinances. The Developer shall, at all times, save, defend, and hold City harmless for Developer's failure to abide by the provisions of this Subsection.

3.3 The execution of this Agreement has been duly authorized by the Developer, and the individual signing this Agreement on behalf of the Developer certifies that he / she is empowered to execute such Agreement and bind the Developer. Said authorization, signing, and binding effect

is not in contravention of any law, rule, regulation, or of the provisions of the Developer's company agreement, by-laws, or of any agreement or instrument to which Developer is a party to or by which it may be bound.

3.4 The Developer certifies that it is not a party to any bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary bankruptcy proceedings that will have an impact on this agreement.

3.5 The Developer shall make diligent efforts to timely and fully comply with all of the terms and conditions of this Agreement. The Developer shall use commercially reasonable efforts to confirm when the Project is fully completed. The Developer also agrees to obtain or cause to be obtained, and pay for, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of Improvements in, on, upon, or off the Property.

3.6 The Developer shall have a continuing duty to cooperate with the City in providing all necessary information to assist City in complying with this Agreement; and to execute such other and further documents as may be reasonably required to comply herewith.

3.7 Financing. All costs, improvements and expenses associated with the Project shall be funded through the use of the Developer's own capital, through credit secured solely by the Developer, or other sources at the Developer's sole risk without recourse.

3.8 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 and pay the liquidated damages set forth in Section 2.3 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 for which grants provided herein will be used.

## ARTICLE IV
## OBLIGATIONS OF THE CITY

4.1 The City hereby represents and warrants to Developer that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

4.2 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application thereof to any person or circumstances is found to

be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid or unconstitutional provision or application.

4.3 Nothing contained herein shall ever be deemed to be a waiver or relinquishment of sovereign immunity by the City or the defenses of the Parties as to City or Developer which shall, at all times, be retained to the fullest extent authorized by law, and, minimally, to the same extent then and there existing prior to the approval and execution hereof.

## ARTICLE V
## TERMINATION

5.1 Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following as applicable: (a) The Developer files for bankruptcy or (b) Developer fails to meet any obligation required by Article III and Developer fails to cure after thirty (30) days written notice to the Developer.

## ARTICLE VI
## GENERAL PROVISIONS

6.1 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 this Agreement is rescinded prior to plat submittal, the parties shall be placed in the position they were in immediately prior to the date of this Agreement.

6.2 Modifications and Notifications: Any modifications to this Agreement must be in writing and signed by individuals authorized to represent each Party hereof or its successor, or they shall not be binding upon any of the Parties hereto.

6.3 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.

6.4 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.

6.5 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.

6.6 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 with the United States Postal Service, postage prepaid, addressed to the Parties as shown below:

| IF TO CITY: | IF TO DEVELOPER: |
| --- | --- |
| City of Helotes, Texas<br>City Administrator<br>PO Box 507<br>Helotes, Texas 78023 | Versaterra Development<br>Paul Basaldua<br>3 Woltwood<br>San Antonio, Texas 78248 |

6.7 Enforcement: As permitted by law, this Agreement may be enforced by either 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.

6.8 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.

6.9 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 INDEMNIFCATION OF THE CITY AND / OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

6.10 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.

6.11 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 either 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, either 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.

6.12 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 either Party.

6.13 Additional Instruments. The 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.

6.14 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.

6.15 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.

6.16 Effective Date: This Agreement shall be effective on the date first written below, upon approval 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 VII
## ASSIGNMENT

7.1 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

Thomas A. Schoolcraft
Mayor

VERSATERRA DEVELOPMENT

Paul Basaldua
President

ATTEST:

Celina Perez
City Secretary

APPROVED AS TO FORM

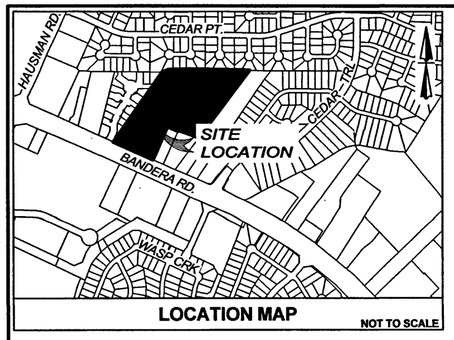
Francisco J. Garza
City Attorney

**APPENDIX "A"**

**DESCRIPTIONS AND SUBDIVISION MAPS**

DOC. NUMBER: 20190150880

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




LOCATION MAP NOT TO SCALE

NOTES:

1. NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF HELOTES AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.
2. FINISHED FLOOR ELEVATIONS MUST BE MINIMUM OF (8) INCHES ABOVE FINAL ADJACENT GRADE. (35-504(E)(2) (p 5-40)
3. EXISTING WATER WELLS TO BE CAPPED PER TCEQ GUIDELINES.

EDWARDS AQUIFER NOTES:

1. THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. DEVELOPMENT WITHIN THIS SUBDIVISION IS SUBJECT TO CHAPTER 34, ARTICLE VI, DIVISION 6 OF THE SAN ANTONIO CITY CODE ENTITLED: "AQUIFER RECHARGE ZONE AND WATERSHED PROTECTION," OR LATEST REVISIONS THEREOF.
2. NO PERSON SHALL COMMENCE THE CONSTRUCTION OF ANY REGULATED ACTIVITY UNTIL AN EDWARDS AQUIFER PROTECTION PLAN "WATER POLLUTION ABATEMENT PLAN (WPAP)" OR MODIFICATION TO AN APPROVED PLAN AS REQUIRED BY 30 TAC 213.5 OF THE TEXAS WATER CODE, OR THE LATEST REVISION THEREOF, HAS BEEN FILED WITH THE APPROPRIATE REGIONAL TCEQ OFFICE, AND THE APPLICATION HAS BEEN APPROVED BY THE EXECUTIVE DIRECTOR OF THE REGIONAL TCEQ OFFICE.

SAWS NOTES:

1. THE DEVELOPER DEDICATES THE SANITARY SEWER AND/ OR WATER MAINS TO THE SAN ANTONIO WATER SYSTEM UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM.
2. SAWS HIGH PRESSURE NOTE: A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION OF 985 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE DEVELOPER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S SIDE OF THE METER, AN APPROVED TYPE PRESSURE REGULATOR IN CONFORMANCE WITH PLUMBING CODE OF THE CITY OF SAN ANTONIO.
3. THE SAN ANTONIO WATER SYSTEM IS HEREBY GRANTED THE RIGHT OF INGRESS/EGRESS ACROSS GRANTOR'S ADJACENT PROPERTY TO ACCESS THE WASTEWATER EASEMENT(S) SHOWN ON THIS PLAT.
4. THE SAN ANTONIO WATER SYSTEM IS HEREBY GRANTED THE RIGHT OF INGRESS/EGRESS ACROSS GRANTOR'S ADJACENT PROPERTY TO ACCESS THE WATER EASEMENT(S) SHOWN ON THIS PLAT.

C.P.S. NOTES:

1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:
4. CONCRETE DRIVEWAY APPROACHES AND STEPS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

LOT 901 NOTE:
LOT 901 SHALL BE UTILIZED FOR A DRAINAGE EASEMENT, DETENTION POND AND WATER QUALITY BASIN.

DRAINAGE MAINTENANCE NOTE:
THE MAINTENANCE OF THE DRAINAGE EASEMENTS WITHIN BANDERA OAKS SHALL BE THE RESPONSIBILITY OF THE BANDERA OAKS PROPERTY OWNERS, THEIR SUCCESSORS OR ASSIGNS, AND NOT THE RESPONSIBILITY OF THE CITY OF HELOTES.

IMPACT FEE PAYMENT DUE:
WATER AND WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

TXDOT NOTE:

1. FOR RESIDENTIAL DEVELOPMENT DIRECTLEY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
2. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED TOTAL OF ONE (1) ACCESS POINT ALONG S.H. 16, BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 626.82'.

WASTE WATER EDU NOTE
THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU'S) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

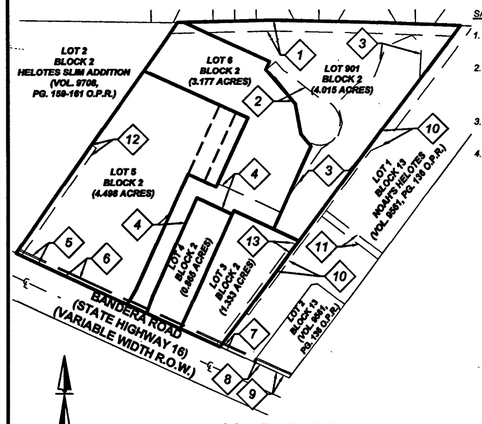
SCALE : 1"= 100'
0' 100' 200'

REPLAT ESTABLISHING
# BANDERA OAKS

BEING A 11.690 ACRE TRACT OF LAND ESTABLISHING LOTS 7, 8 AND 901, BLOCK 2, PREVIOUSLY PLATTED AS LOTS 3,4,5,6 AND 901, OUT OF THE BANDERA OAKS SUBDIVISION, RECORDED IN VOLUME 9723, PAGE 124, OUT OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

KFW ENGINEERS + SURVEYING
3421 Paesanos Pkwy., Ste. 200, San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TBPE Firm #: 9513 • TBPLS Firm #: 10122300

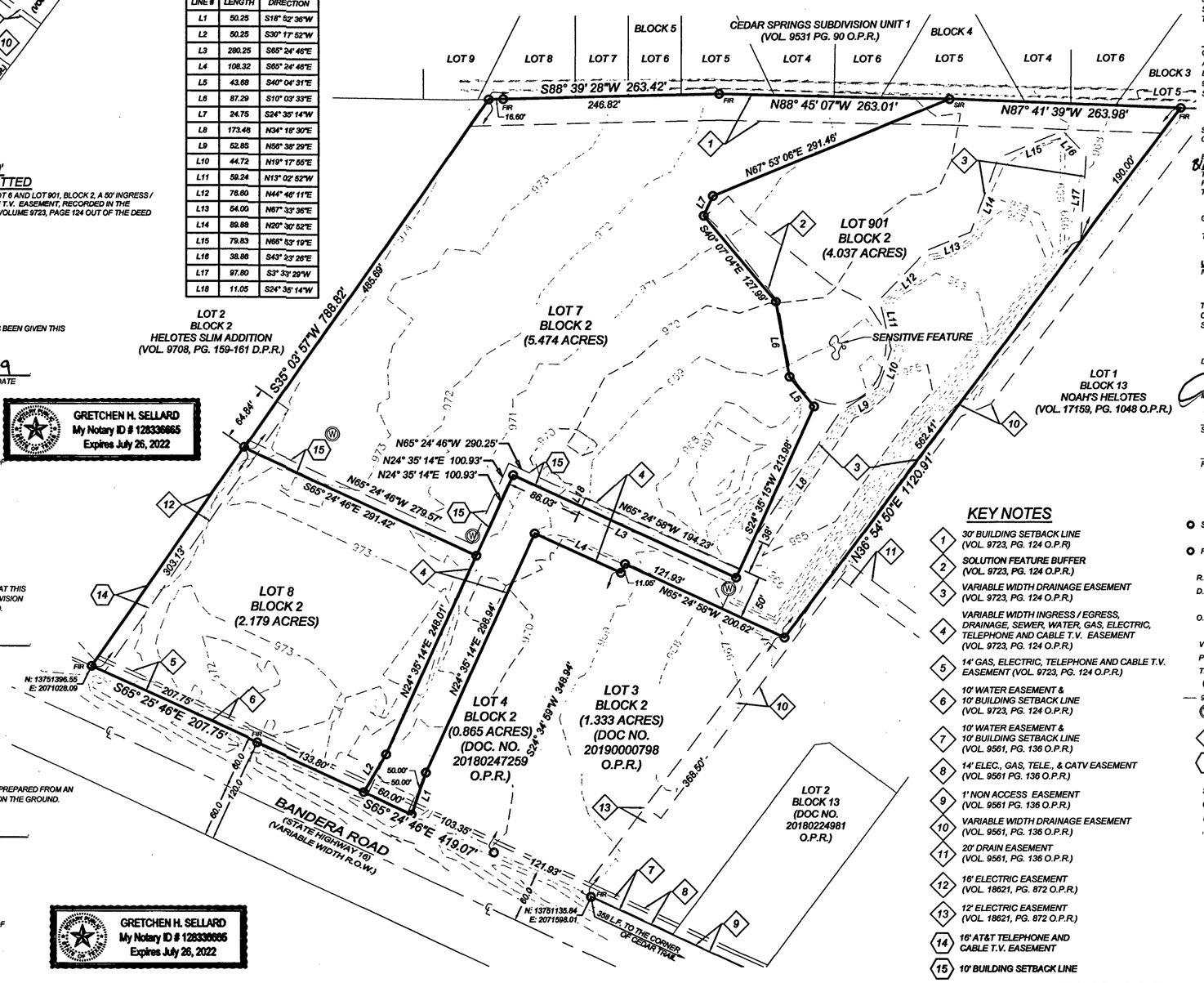
OWNER/DEVELOPER:
ABISO HELOTES, LP.
BLAKE HONIGBLUM
970 ISOM RD.
SAN ANTONIO, TEXAS 78216




SCALE: 1" = 300'
AREA BEING REPLATTED

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED AS LOT 5, LOT 6 AND LOT 901, BLOCK 2, A 50' INGRESS / EGRESS, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE AND CABLE T.V. EASEMENT, RECORDED IN THE ESTABLISHING PLAT OF BANDERA OAKS SUBDIVISION, RECORDED IN VOLUME 9723, PAGE 124 OUT OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

| Line Table | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 50.25 | S18° 52' 36"W |
| L2 | 50.25 | S30° 17' 52"W |
| L3 | 280.25 | S65° 24' 46"E |
| L4 | 108.32 | S65° 24' 46"E |
| L5 | 43.68 | S40° 04' 31"E |
| L6 | 87.29 | S10° 03' 33"E |
| L7 | 24.75 | S24° 35' 14"W |
| L8 | 173.48 | N34° 18' 30"E |
| L9 | 52.85 | N56° 38' 29"E |
| L10 | 44.72 | N19° 17' 55"E |
| L11 | 59.24 | N13° 02' 52"W |
| L12 | 76.60 | N44° 46' 11"E |
| L13 | 54.00 | N67° 33' 36"E |
| L14 | 89.88 | N20° 30' 52"E |
| L15 | 79.83 | N66° 53' 19"E |
| L16 | 38.86 | S43° 23' 26"E |
| L17 | 97.80 | S3° 33' 29"W |
| L18 | 11.05 | S24° 35' 14"W |




## KEY NOTES

1. 30' BUILDING SETBACK LINE (VOL. 9723, PG. 124 O.P.R)
2. SOLUTION FEATURE BUFFER (VOL. 9723, PG. 124 O.P.R.)
3. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 9723, PG. 124 O.P.R.)
4. VARIABLE WIDTH INGRESS / EGRESS, DRAINAGE, SEWER, WATER, GAS, ELECTRIC, TELEPHONE AND CABLE T.V. EASEMENT (VOL. 9723, PG. 124 O.P.R.)
5. 14' GAS, ELECTRIC, TELEPHONE AND CABLE T.V. EASEMENT (VOL. 9723, PG. 124 O.P.R.)
6. 10' WATER EASEMENT & 10' BUILDING SETBACK LINE (VOL. 9723, PG. 124 O.P.R.)
7. 10' WATER EASEMENT & 10' BUILDING SETBACK LINE (VOL. 9561, PG. 136 O.P.R.)
8. 14' ELEC., GAS, TELE., & CATV EASEMENT (VOL. 9561 PG. 136 O.P.R.)
9. 1' NON ACCESS EASEMENT (VOL. 9561 PG. 136 O.P.R.)
10. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 9561, PG. 136 O.P.R.)
11. 20' DRAIN EASEMENT (VOL. 9561, PG. 136 O.P.R.)
12. 16' ELECTRIC EASEMENT (VOL. 18621, PG. 872 O.P.R.)
13. 12' ELECTRIC EASEMENT (VOL. 18621, PG. 872 O.P.R.)
14. 16' AT&T TELEPHONE AND CABLE T.V. EASEMENT
15. 10' BUILDING SETBACK LINE

## LEGEND

| | | |
|---|---|---|
| SIR | = | SET ½" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING" |
| FIR | = | FOUND 1/2" IRON ROD OR AS NOTED |
| R.O.W. | = | RIGHT-OF-WAY |
| D.P.R. | = | DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS |
| O.P.R. | = | OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS |
| VOL. | = | VOLUME |
| PG. | = | PAGE |
| T.V. | = | TELEVISION |
| ℄ | = | CENTER LINE |
| 900 | = | CONTOURS |
| W | = | EXISTING CAPPED WATER WELL (SEE NOTE 3.) |
| | = | EXISTING EASEMENT |
| | = | PROPOSED EASEMENT |

SURVEYOR NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 220 OF 785, COMMUNITY PANEL NO. 48029C0220G, DATED SEPTEMBER 29, 2010.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00017.
4. THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88 (GEOID09).

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE CITY OF HELOTES, TEXAS, FOR THE USE OF THE PUBLIC FOREVER ALL STREETS (OTHER THAN PRIVATE STREETS), ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND THE WATER AND SEWER LINES IN ALL OF THE AFORESAID PUBLIC PLACES AND ALL OTHER PUBLIC PLACES THERE ON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER / DEVELOPER:
ABISO HELOTES, LP.
BLAKE HONIGBLUM
970 ISOM RD.
SAN ANTONIO, TEXAS 78216

GRETCHEN H. SELLARD
My Notary ID # 128336665
Expires July 26, 2022

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Blake Honigblum, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS 29 DAY OF July 20 19
Gretchen H. Sellard
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

THIS PLAT OF BANDERA OAKS HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS _____ DAY OF _____ A.D. 20__

MAYOR

SECRETARY

PLANNING AND ZONING CHAIRMAN

CITY OF HELOTES COUNTY OF BEXAR INCORPORATED 1991

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT.

Steven Krauskopf 7/29/19
STEVEN D. KRAUSKOPF DATE
LICENSED PROFESSIONAL ENGINEER NO. 96525
KFW ENGINEERS, LLC
3421 PAESANOS PKWY., SUITE 200
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-8444
FAX: 210-979-8441

STATE OF TEXAS
STEVEN D. KRAUSKOPF
96525
LICENSED
PROFESSIONAL ENGINEER
07/29/19

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 29 DAY OF July A.D. 20 19
Gretchen H. Sellard
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

GRETCHEN H. SELLARD
My Notary ID # 128336665
Expires July 26, 2022

STATE OF TEXAS
COUNTY OF BEXAR

THE CITY ENGINEER OF THE CITY OF HELOTES HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
KFW SURVEYING, LLC
3421 PAESANOS PARKWAY, SUITE 101
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-8444
FAX: 210-979-8441

STATE OF TEXAS
REGISTERED
TERESA A. SEIDEL
5672
PROFESSIONAL
LAND SURVEYOR
7/29/19

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 29 DAY OF July A.D. 20 19
Gretchen H Sellard
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

GRETCHEN H. SELLARD
My Notary ID # 128336665
Expires July 26, 2022

STATE OF TEXAS
COUNTY OF BEXAR

I, LUCY ADAME-CLARK, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AND DULY RECORDED IN THE PLAT RECORDS OF BEXAR COUNTY ON: 8/2/2019 2:21:10 PM
PLAT VOLUME: 20001 PAGE: 1285
AMOUNT: $82.00
IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE,
COUNTY CLERK, BEXAR COUNTY, TEXAS

COUNTY CLERK BEXAR COUNTY, TEXAS

BY: _____ DEPUTY

PREPARED: 06/04/19 PAGE 1 OF 1

**KFW ENGINEERS + SURVEYING**
9421 Pleasanta Pkwy., Ste. 200, San Antonio, TX. 78231
Phone: (210) 545-1122 Fax: (210) 545-1241
TBPE Firm # 3513 - TBPLS Firm # 10122300

ISSUE DATE

REVISIONS

# BANDERA OAKS SUBDIVISION
## HELOTES, TEXAS
## ZONING AMENDMENT EXHIBIT

JOB NO.XXX-XX-XX
DATE: March 5, 2020
DRAWN: J.W. CHECKED: W.F.

SHEET NUMBER:
X

Date: Mar 05, 2020, 5:20pm User ID: wflores
File: L:\823.01\01\Zoning\Zoning Exhibit.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

## LEGEND

PROTECTED/HERITAGE TREES PRELIMINARILY PRESERVED

KFW ENGINEERS + SURVEYING

3421 Paesanos Pkwy, Suite 200, San Antonio, TX 78231 - TBPE Firm #9513
Phone: (210) 979-8444 • Fax: (210) 979-8441 • TBPLS Firm #10122500

SCALE : 1"= 50'

0' 50' 100'

# PLAT NUMBER

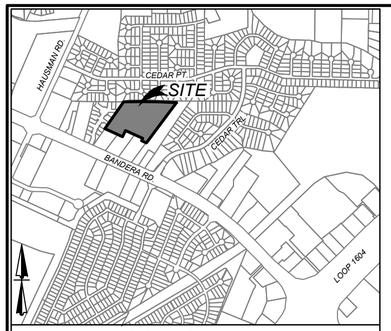
SUBDIVISION PLAT ESTABLISHING

## BANDERA OAKS SUBDIVISION

BEING A 8.814 ACRE TRACT OF LAND ESTABLISHING LOTS 9 THRU 30, 902, 903, AND 999, BLOCK 2, PREVIOUSLY PLATTED AS LOTS 7 AND 901, BLOCK 2 OUT OF THE BANDERA OAKS PLAT, RECORDED IN VOL. 20001, PG. 1285, OUT OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

SCALE : 1"=100'

0' 100' 200' 300'




LOCATION MAP NOT TO SCALE

S.A.W.S. IMPACT FEE:
WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

S.A.W.S. WASTEWATER EDU NOTE:
THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU'S) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE UNDER THE PLAT NUMBER AT THE SAN ANTONIO WATER SYSTEM.

S.A.W.S. DEDICATION:
THE OWNER DEDICATES THE SANITARY SEWER AND/OR WATER MAINS TO THE SAN ANTONIO WATER SYSTEM UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM.

SAWS HIGH PRESSURE NOTE (PRVS REQUIRED):
A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION OF 985 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE OWNER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S SIDE OF THE METER, AN APPROVED TYPE PRESSURE REGULATOR IN CONFORMANCE WITH THE PLUMBING CODE OF THE CITY OF SAN ANTONIO.

BUILDING SETBACK LINE
THE SETBACKS ON THIS PLAT ARE IMPOSED BY THE PROPERTY OWNER OR BEXAR COUNTY AND ARE NOT SUBJECT TO ENFORCEMENT BY THE CITY OF HELOTES.

INGRESS/EGRESS NOTE:
NO STRUCTURE, FENCES, WALLS, OR OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN THE LIMITS OF THE INGRESS/EGRESS EASEMENT SHOWN ON THIS PLAT.

OPEN SPACE NOTE:
LOT 902, BLOCK 2, IS DESIGNATED AS A COMMON AREA AND A DRAINAGE EASEMENT.

PRIVATE STREET DESIGNATION NOTE:
LOT 999, BLOCK 2, IS A PRIVATE STREET AND SHALL BE DEDICATED AS A GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER, SANITARY SEWER, DRAINAGE, AND PEDESTRIAN EASEMENT.

TREE NOTE:
THIS SUBDIVISION IS SUBJECT TO A MASTER TREE PLAN (AP # 2555305) WHICH REQUIRES COMPLIANCE BY THE OWNERS OF ALL PROPERTY WITHIN THE PLAT BOUNDARY, AND THEIR EMPLOYEES AND CONTRACTORS, AND SHALL BE BINDING ON ALL SUCCESSORS IN TITLE EXCEPT FOR OWNERS OF SINGLE-FAMILY RESIDENTIAL LOTS SUBDIVIDED HEREUNDER FOR WHICH CONSTRUCTION OF A RESIDENTIAL STRUCTURE HAS BEEN COMPLETED. THE MASTER TREE PLAN IS ON FILE AT THE CITY OF HELOTES ARBORISTS OFFICE. NO TREES OR UNDERSTORY SHALL BE REMOVED WITHOUT PRIOR APPROVAL OF THE CITY ARBORIST OFFICE PER 35-477(H).

FLOODPLAIN VERIFICATION NOTE:
NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP PANEL 48029C0195 G , DATED SEPTEMBER 29, 2010. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.

RESIDENTIAL FINISHED FLOOR NOTE:
RESIDENTIAL FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF EIGHT (8) INCHES ABOVE FINAL ADJACENT GRADE.

DRAINAGE EASEMENT ENCROACHMENTS NOTE:
NO STRUCTURE, FENCES, WALLS, OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENT, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF TCI OR DIRECTOR OF PUBLIC WORKS. THE CITY OF HELOTES AND BEXAR COUNTY SHALL HAVE THE RIGHT TO INGRESS AND EGRESS OVER THE GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

C.P.S./S.A.W.S./C.O.H. UTILITY NOTES:

1. THE CITY OF HELOTES AS PART OF ITS ELECTRIC, GAS, WATER, AND WASTEWATER SYSTEMS – CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," "SANITARY SEWER EASEMENT" AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, SEWER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.
4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) AND TEN (10) FOOT WIDE EASEMENTS.

OWNER/DEVELOPER
VERSATERRA DEVELOPMENT
3 WOLTWOOD
SAN ANTONIO, TEXAS 78248

KFW ENGINEERS + SURVEYING
3421 Paesanos Pkwy, Suite 200, San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TBPE Firm #: 9513 • TBPLS Firm #: 10122300

## LEGEND

| | | |
|---|---|---|
| ● S.I.R. | = | SET ½" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING" |
| ● F.I.R. | = | FOUND 1/2" IRON ROD OR AS NOTED |
| R.O.W. | = | RIGHT - OF - WAY |
| O.P.R. | = | OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS |
| VOL. | = | VOLUME |
| PG. | = | PAGE |
| P.R. | = | PLAT RECORDS |
| C.B. | = | CITY BLOCK |
| ℄ | = | CENTERLINE |
| N.T.S. | = | NOT TO SCALE |
| ESMT | = | EASEMENT |
| AC. | = | ACRE |
| FFE: ??? | = | MINIMUM FINISHED FLOOR ELEVATION |

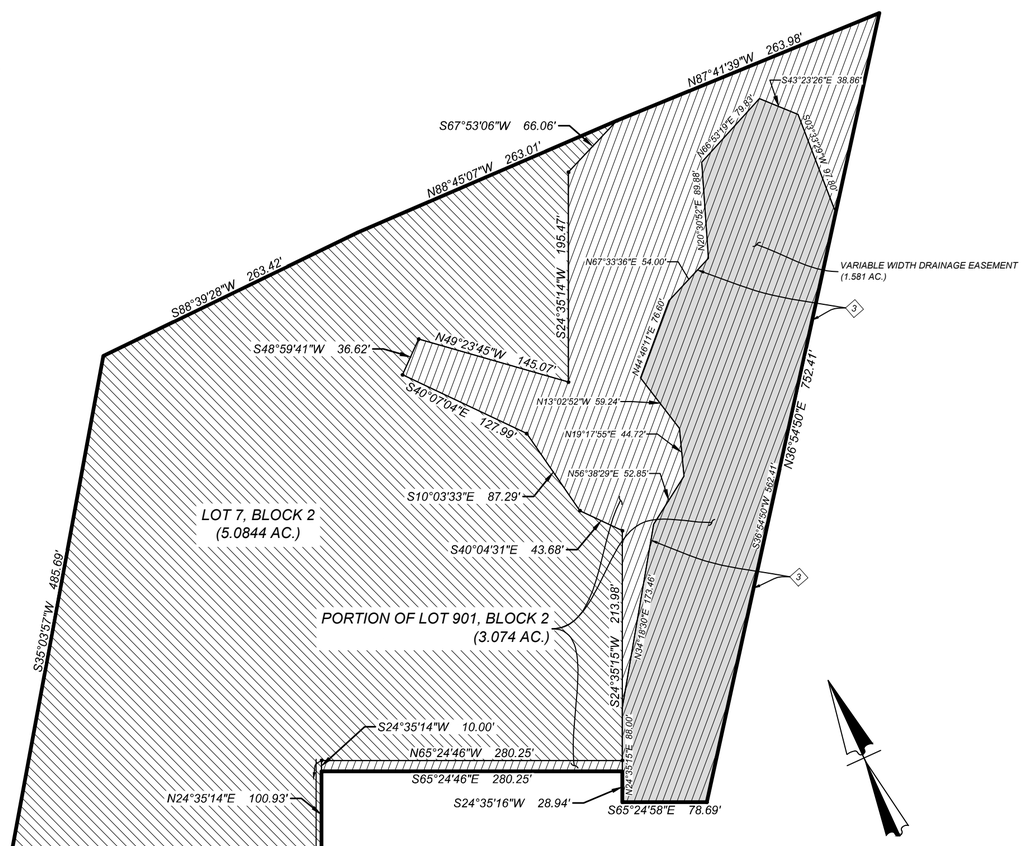
## KEYNOTES

1. 30' BUILDING SETBACK LINE (VOL. 9723, PG. 124 O.P.R)
2. SOLUTION FEATURE BUFFER (VOL. 9723, PG. 124 O.P.R.)
3. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 9723, PG. 124 O.P.R.)
4. VARIABLE WIDTH INGRESS / EGRESS, DRAINAGE, SEWER, WATER, GAS, ELECTRIC, TELEPHONE AND CABLE T.V. EASEMENT (VOL. 9723, PG. 124 O.P.R.)
5. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 9561, PG. 136 O.P.R.)
6. 20' DRAIN EASEMENT (VOL. 9561, PG. 136 O.P.R.)
7. 16' ELECTRIC EASEMENT (VOL. 18621, PG. 872 O.P.R.)
8. 12' ELECTRIC EASEMENT (VOL. 18621, PG. 872 O.P.R.)
9. 10' BUILDING SETBACK LINE (DOC # 20190150880 O.P.R)

1. 10' GAS, ELECTRIC, TELEPHONE, & CABLE T.V. EASEMENT
2. 5' GAS, ELECTRIC, TELEPHONE, & CABLE T.V. EASEMENT
3. VARIABLE WIDTH INGRESS/EGRESS, DRAINAGE, SEWER, WATER, GAS, ELECTRIC, TELEPHONE, & CABLE T.V. EASEMENT
4. 5' WATER EASEMENT
5. 10' GAS EASEMENT

SURVEYOR NOTES:

1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (N.A.D.) OF 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00017.
4. THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88 (GEOID03).




## AREAS BEING REPLATTED

THROUGH PUBLIC HEARING WITH WRITTEN NOTIFCATION

BEING THE ENTIRETY (5.474 ACRES) OF LOT 7, BLOCK 2, AS RECORDED IN VOLUME 20001, PAGE 1285 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND AMENDED (0.3304 ACRE) IN VOLUME _____, PAGE _____ OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

BEING A 3.074 ACRE PORTION OF LOT 901, BLOCK 2 AS RECORDED IN VOLUME 20001, PAGE 1285 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

AND BEING A CALLED 1.581 ACRE DRAINAGE EASEMENT AS RECORDED IN VOLUME 9723, PAGE 124 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE CITY OF HELOTES, TEXAS, FOR THE USE OF THE PUBLIC FOREVER ALL STREETS (OTHER THAN PRIVATE STREETS), ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND THE WATER AND SEWER LINES IN ALL OF THE AFORESAID PUBLIC PLACES AND ALL OTHER PUBLIC PLACES THERE ON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER: VERSATERRA DEVELOPMENT
3 WOLTWOOD
SAN ANTONIO, TEXAS 78248

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS_____ DAY OF _____ A.D. _____.

_____.
NOTARY PUBLIC BEXAR COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT.

_____.
LICENSED PROFESSIONAL ENGINEER

SWORN AND SUBSCRIBED BEFORE ME THIS

THE_____DAY OF_____, 20____.

_____.
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

THE CITY ENGINEER OF THE CITY OF HELOTES HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

_____.
CITY ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____.
TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
KFW SURVEYING, LLC
3421 PAESANOS PKWY, SUITE 101
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-8444
FAX: 210-979-8441

SWORN AND SUBSCRIBED BEFORE ME THIS

THE_____DAY OF_____, 20____.

_____.
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS PLAT OF BANDERA OAKS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____ DAY OF _____ A.D. 20 ____.

BY: _____.
CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION

THIS PLAT OF BANDERA OAKS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS _____ DAY OF _____ A.D. 20 ____.

BY: _____.
MAYOR

BY: _____.
CITY SECRETARY

RESIDENTIAL LOTS = 22

PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT



DRAWN BY: SJ

Date: Jun 29, 2020, 9:35am User ID: wflores
File: L:\823\01\01\Design\Civil\PLAT\PL8230101.dwg

# PLAT NUMBER

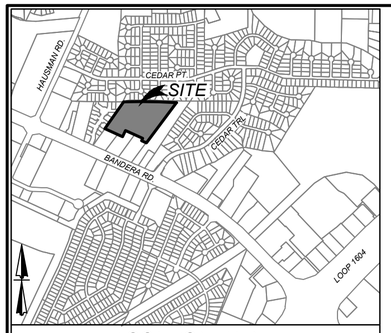
SUBDIVISION PLAT ESTABLISHING

## BANDERA OAKS SUBDIVISION

BEING A 8.814 ACRE TRACT OF LAND ESTABLISHING LOTS 9 THRU 30, 902, 903, AND 999, BLOCK 2, PREVIOUSLY PLATTED AS LOTS 7 AND 901, BLOCK 2 OUT OF THE BANDERA OAKS PLAT, RECORDED IN VOL. 20001, PG. 1285, OUT OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

SCALE : 1"=100'

0' 100' 200' 300'




LOCATION MAP NOT TO SCALE

## KEYNOTES

1. 30' BUILDING SETBACK LINE (VOL. 9723, PG. 124 O.P.R)
2. SOLUTION FEATURE BUFFER (VOL. 9723, PG. 124 O.P.R.)
3. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 9723, PG. 124 O.P.R.)
4. VARIABLE WIDTH INGRESS / EGRESS, DRAINAGE, SEWER, WATER, GAS, ELECTRIC, TELEPHONE AND CABLE T.V. EASEMENT (VOL. 9723, PG. 124 O.P.R.)
5. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 9561, PG. 136 O.P.R.)
6. 20' DRAIN EASEMENT (VOL. 9561, PG. 136 O.P.R.)
7. 16' ELECTRIC EASEMENT (VOL. 18621, PG. 872 O.P.R.)
8. 12' ELECTRIC EASEMENT (VOL. 18621, PG. 872 O.P.R.)
9. 10' BUILDING SETBACK LINE (DOC # 20190150880 O.P.R)

1. 10' GAS, ELECTRIC, TELEPHONE, & CABLE T.V. EASEMENT
2. 5' GAS, ELECTRIC, TELEPHONE, & CABLE T.V. EASEMENT
3. VARIABLE WIDTH INGRESS/EGRESS, DRAINAGE, SEWER, WATER, GAS, ELECTRIC, TELEPHONE, & CABLE T.V. EASEMENT
4. 5' WATER EASEMENT
5. 10' GAS EASEMENT

## LEGEND

| | | |
|---|---|---|
| ● S.I.R. | = | SET ½" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING" |
| ● F.I.R. | = | FOUND 1/2" IRON ROD OR AS NOTED |
| R.O.W. | = | RIGHT - OF - WAY |
| O.P.R. | = | OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS |
| VOL. | = | VOLUME |
| PG. | = | PAGE |
| P.R. | = | PLAT RECORDS |
| C.B. | = | CITY BLOCK |
| ℄ | = | CENTERLINE |
| N.T.S. | = | NOT TO SCALE |
| ESMT | = | EASEMENT |
| AC. | = | ACRE |
| FFE: ???' | = | MINIMUM FINISHED FLOOR ELEVATION |

BUILDING SETBACK NOTE:

ALL LOTS HAVE A 20' FRONT SETBACK, 5' SIDE SETBACK, AND 20' REAR SETBACK WITH THE FOLLOWING EXCEPTIONS:
LOT 12, 13 & 14 HAVE A 10' FRONT SETBACK AND 15' REAR SETBACK
LOT 21 & 22 HAVE A 15' REAR SETBACK

SURVEYOR NOTES:

1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (N.A.D.) OF 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00017.
4. THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88 (GEOID03).

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT.

_____.
LICENSED PROFESSIONAL ENGINEER

SWORN AND SUBSCRIBED BEFORE ME THIS

THE_____DAY OF_____, 20____.

_____.
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

THE CITY ENGINEER OF THE CITY OF HELOTES HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

_____.
CITY ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

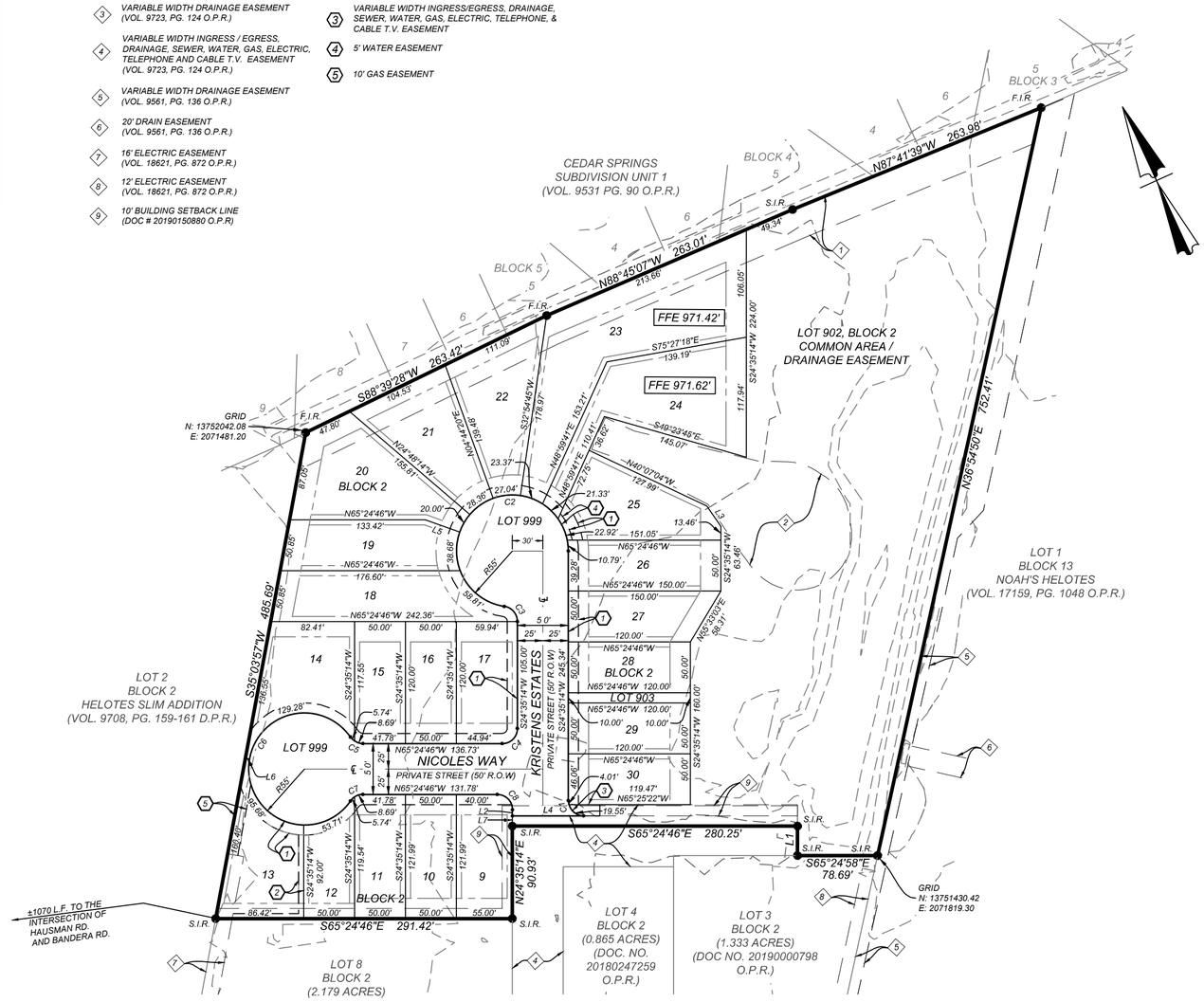
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____.
TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
KFW SURVEYING, LLC
3421 PAESANOS PKWY, SUITE 101
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-8444
FAX: 210-979-8441

SWORN AND SUBSCRIBED BEFORE ME THIS

THE_____DAY OF_____, 20____.

_____.
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS




| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | TANGENT | DELTA | CHORD | CHORD BEARING |
| C1 | 23.56' | 15.00' | 15.00' | 90°00'00" | 21.21' | S20°24'46"E |
| C2 | 251.30' | 55.00' | 63.51' | 261°47'12" | 83.15' | S73°41'38"W |
| C3 | 21.41' | 15.00' | 12.99' | 81°47'12" | 19.64' | N16°18'22"W |
| C4 | 23.56' | 15.00' | 15.00' | 90°00'00" | 21.21' | N69°35'14"E |
| C5 | 14.44' | 15.00' | 7.83' | 55°09'00" | 13.89' | S37°50'16"E |
| C6 | 278.67' | 55.00' | 38.30' | 290°18'01" | 62.86' | S24°35'14"W |
| C7 | 14.44' | 15.00' | 7.83' | 55°09'00" | 13.89' | S87°00'44"W |
| C8 | 23.56' | 15.00' | 15.00' | 90°00'00" | 21.21' | N20°24'46"W |

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 28.94' | S24°35'16"W |
| L2 | 6.06' | N24°35'14"E |
| L3 | 24.27' | N10°03'33"W |
| L4 | 69.94' | N65°24'46"W |
| L5 | 35.80' | S45°38'20"E |
| L6 | 4.00' | N54°56'03"W |
| L7 | 10.00' | S24°35'14"W |

OWNER/DEVELOPER
VERSATERRA DEVELOPMENT
3 WOLTWOOD
SAN ANTONIO, TEXAS 78248

KFW ENGINEERS + SURVEYING
3421 Paesanos Pkwy, Suite 200, San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TBPE Firm #: 9513 • TBPLS Firm #: 10122300

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE CITY OF HELOTES, TEXAS, FOR THE USE OF THE PUBLIC FOREVER ALL STREETS (OTHER THAN PRIVATE STREETS), ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND THE WATER AND SEWER LINES IN ALL OF THE AFORESAID PUBLIC PLACES AND ALL OTHER PUBLIC PLACES THERE ON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

_____
OWNER: VERSATERRA DEVELOPMENT
3 WOLTWOOD
SAN ANTONIO, TEXAS 78248

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS_____ DAY OF _____ A.D. _____.

_____
NOTARY PUBLIC BEXAR COUNTY TEXAS

THIS PLAT OF BANDERA OAKS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____ DAY OF _____ A.D. 20 ____.

BY: _____.
CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION

THIS PLAT OF BANDERA OAKS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS _____ DAY OF _____ A.D. 20 ____.

BY: _____.
MAYOR

BY: _____.
CITY SECRETARY

RESIDENTIAL LOTS = 22



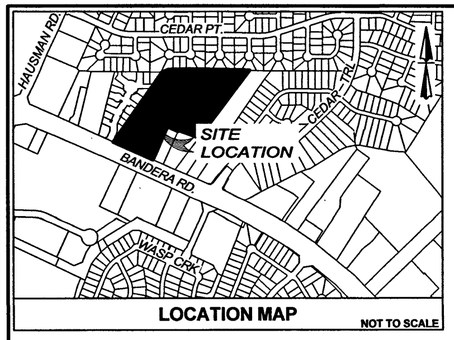
DRAWN BY: SJ

Date: Jun 29, 2020, 9:36am User ID: wflores
File: L:\823\01\01\Design\Civil\PLAT\PL8230101.dwg

DOC. NUMBER: 20190150880

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

Attachment D




LOCATION MAP NOT TO SCALE

NOTES:

1. NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF HELOTES AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.
2. FINISHED FLOOR ELEVATIONS MUST BE MINIMUM OF (8) INCHES ABOVE FINAL ADJACENT GRADE. (35-504(E)(2) (p 5-40)
3. EXISTING WATER WELLS TO BE CAPPED PER TCEQ GUIDELINES.

EDWARDS AQUIFER NOTES:

1. THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. DEVELOPMENT WITHIN THIS SUBDIVISION IS SUBJECT TO CHAPTER 34, ARTICLE VI, DIVISION 6 OF THE SAN ANTONIO CITY CODE ENTITLED: "AQUIFER RECHARGE ZONE AND WATERSHED PROTECTION," OR LATEST REVISIONS THEREOF.
2. NO PERSON SHALL COMMENCE THE CONSTRUCTION OF ANY REGULATED ACTIVITY UNTIL AN EDWARDS AQUIFER PROTECTION PLAN "WATER POLLUTION ABATEMENT PLAN (WPAP)" OR MODIFICATION TO AN APPROVED PLAN AS REQUIRED BY 30 TAC 213.5 OF THE TEXAS WATER CODE, OR THE LATEST REVISION THEREOF, HAS BEEN FILED WITH THE APPROPRIATE REGIONAL TCEQ OFFICE, AND THE APPLICATION HAS BEEN APPROVED BY THE EXECUTIVE DIRECTOR OF THE REGIONAL TCEQ OFFICE.

SAWS NOTES:

1. THE DEVELOPER DEDICATES THE SANITARY SEWER AND/ OR WATER MAINS TO THE SAN ANTONIO WATER SYSTEM UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM.
2. SAWS HIGH PRESSURE NOTE: A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION OF 985 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE DEVELOPER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S SIDE OF THE METER, AN APPROVED TYPE PRESSURE REGULATOR IN CONFORMANCE WITH PLUMBING CODE OF THE CITY OF SAN ANTONIO.
3. THE SAN ANTONIO WATER SYSTEM IS HEREBY GRANTED THE RIGHT OF INGRESS/EGRESS ACROSS GRANTOR'S ADJACENT PROPERTY TO ACCESS THE WASTEWATER EASEMENT(S) SHOWN ON THIS PLAT.
4. THE SAN ANTONIO WATER SYSTEM IS HEREBY GRANTED THE RIGHT OF INGRESS/EGRESS ACROSS GRANTOR'S ADJACENT PROPERTY TO ACCESS THE WATER EASEMENT(S) SHOWN ON THIS PLAT.

C.P.S. NOTES:

1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:
4. CONCRETE DRIVEWAY APPROACHES AND STEPS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

LOT 901 NOTE:
LOT 901 SHALL BE UTILIZED FOR A DRAINAGE EASEMENT, DETENTION POND AND WATER QUALITY BASIN.

DRAINAGE MAINTENANCE NOTE:
THE MAINTENANCE OF THE DRAINAGE EASEMENTS WITHIN BANDERA OAKS SHALL BE THE RESPONSIBILITY OF THE BANDERA OAKS PROPERTY OWNERS, THEIR SUCCESSORS OR ASSIGNS, AND NOT THE RESPONSIBILITY OF THE CITY OF HELOTES.

IMPACT FEE PAYMENT DUE:
WATER AND WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

TXDOT NOTE:

1. FOR RESIDENTIAL DEVELOPMENT DIRECTLEY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
2. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED TOTAL OF ONE (1) ACCESS POINT ALONG S.H. 16, BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 626.82'.

WASTE WATER EDU NOTE
THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU'S) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

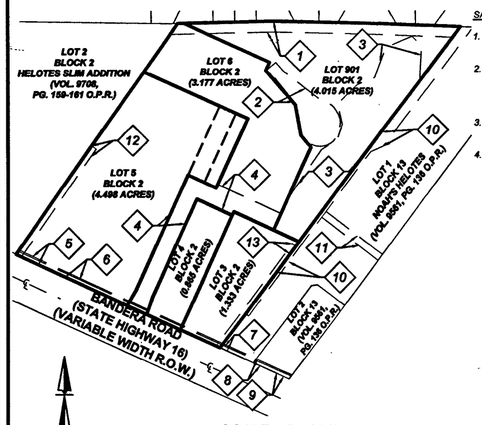
SCALE : 1"= 100'
0' 100' 200'

REPLAT ESTABLISHING
# BANDERA OAKS

BEING A 11.690 ACRE TRACT OF LAND ESTABLISHING LOTS 7, 8 AND 901, BLOCK 2, PREVIOUSLY PLATTED AS LOTS 3,4,5,6 AND 901, OUT OF THE BANDERA OAKS SUBDIVISION, RECORDED IN VOLUME 9723, PAGE 124, OUT OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

KFW ENGINEERS + SURVEYING
3421 Paesanos Pkwy., Ste. 200, San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TBPE Firm #: 9513 • TBPLS Firm #: 10122300

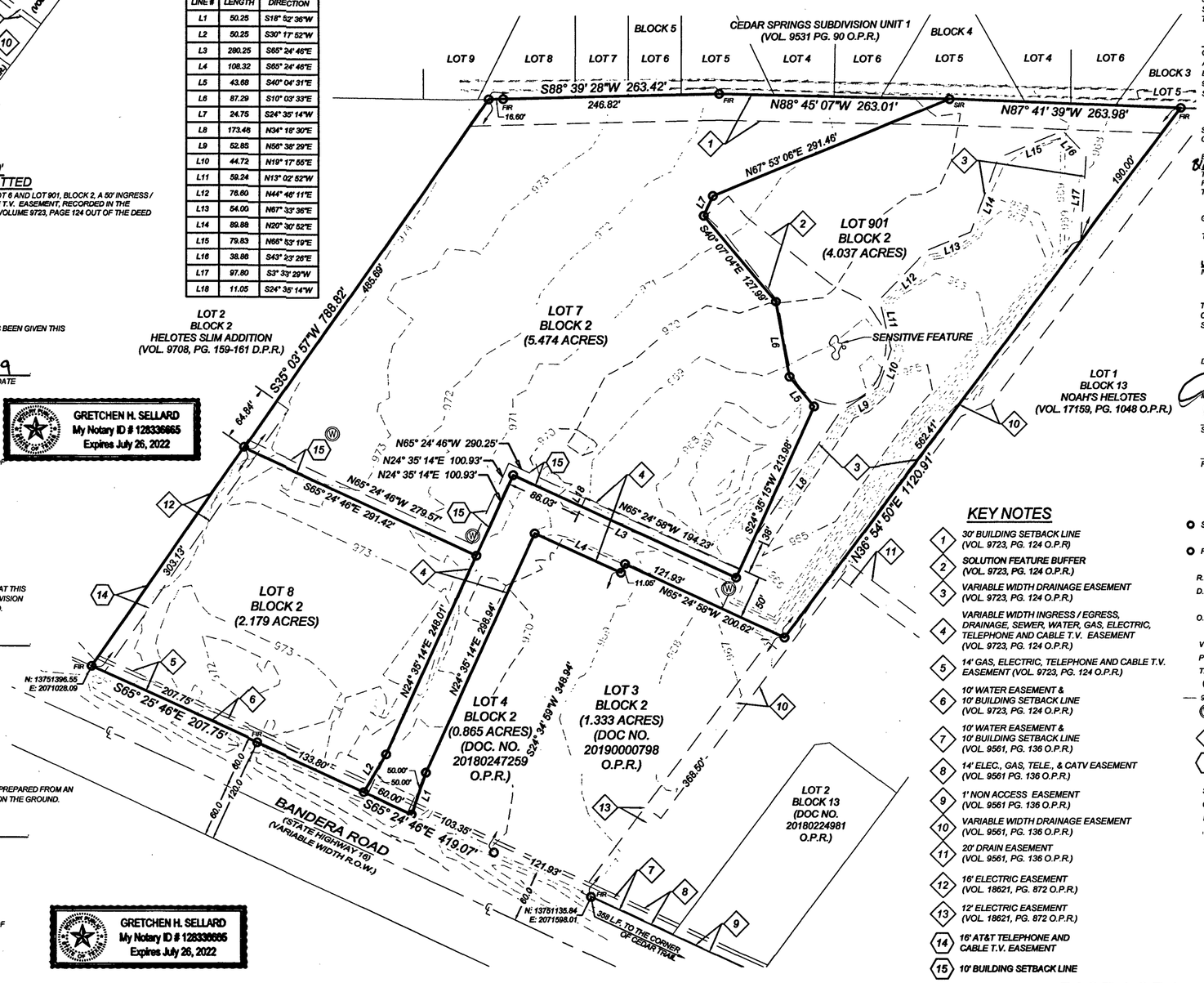
OWNER/DEVELOPER:
ABISO HELOTES, LP.
BLAKE HONIGBLUM
970 ISOM RD.
SAN ANTONIO, TEXAS 78216




SCALE: 1" = 300'
AREA BEING REPLATTED

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED AS LOT 5, LOT 6 AND LOT 901, BLOCK 2, A 50' INGRESS / EGRESS, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE AND CABLE T.V. EASEMENT, RECORDED IN THE ESTABLISHING PLAT OF BANDERA OAKS SUBDIVISION, RECORDED IN VOLUME 9723, PAGE 124 OUT OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

| Line Table | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 50.25 | S18° 52' 36"W |
| L2 | 50.25 | S30° 17' 52"W |
| L3 | 280.25 | S65° 24' 46"E |
| L4 | 108.32 | S65° 24' 46"E |
| L5 | 43.68 | S40° 04' 31"E |
| L6 | 87.29 | S10° 03' 33"E |
| L7 | 24.75 | S24° 35' 14"W |
| L8 | 173.46 | N34° 18' 30"E |
| L9 | 52.85 | N56° 38' 29"E |
| L10 | 44.72 | N19° 17' 55"E |
| L11 | 59.24 | N13° 02' 52"W |
| L12 | 76.60 | N44° 46' 11"E |
| L13 | 54.00 | N67° 33' 36"E |
| L14 | 89.88 | N20° 30' 52"E |
| L15 | 79.83 | N66° 53' 19"E |
| L16 | 38.86 | S43° 23' 26"E |
| L17 | 97.80 | S3° 33' 29"W |
| L18 | 11.05 | S24° 35' 14"W |




## KEY NOTES

1. 30' BUILDING SETBACK LINE (VOL. 9723, PG. 124 O.P.R)
2. SOLUTION FEATURE BUFFER (VOL. 9723, PG. 124 O.P.R.)
3. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 9723, PG. 124 O.P.R.)
4. VARIABLE WIDTH INGRESS / EGRESS, DRAINAGE, SEWER, WATER, GAS, ELECTRIC, TELEPHONE AND CABLE T.V. EASEMENT (VOL. 9723, PG. 124 O.P.R.)
5. 14' GAS, ELECTRIC, TELEPHONE AND CABLE T.V. EASEMENT (VOL. 9723, PG. 124 O.P.R.)
6. 10' WATER EASEMENT & 10' BUILDING SETBACK LINE (VOL. 9723, PG. 124 O.P.R.)
7. 10' WATER EASEMENT & 10' BUILDING SETBACK LINE (VOL. 9561, PG. 136 O.P.R.)
8. 14' ELEC., GAS, TELE., & CATV EASEMENT (VOL. 9561 PG. 136 O.P.R.)
9. 1' NON ACCESS EASEMENT (VOL. 9561 PG. 136 O.P.R.)
10. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 9561, PG. 136 O.P.R.)
11. 20' DRAIN EASEMENT (VOL. 9561, PG. 136 O.P.R.)
12. 16' ELECTRIC EASEMENT (VOL. 18621, PG. 872 O.P.R.)
13. 12' ELECTRIC EASEMENT (VOL. 18621, PG. 872 O.P.R.)
14. 16' AT&T TELEPHONE AND CABLE T.V. EASEMENT
15. 10' BUILDING SETBACK LINE

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE CITY OF HELOTES, TEXAS, FOR THE USE OF THE PUBLIC FOREVER ALL STREETS (OTHER THAN PRIVATE STREETS), ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND THE WATER AND SEWER LINES IN ALL OF THE AFORESAID PUBLIC PLACES AND ALL OTHER PUBLIC PLACES THERE ON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER / DEVELOPER:
ABISO HELOTES, LP.
BLAKE HONIGBLUM
970 ISOM RD.
SAN ANTONIO, TEXAS 78216

GRETCHEN H. SELLARD
My Notary ID # 128336665
Expires July 26, 2022

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Blake Honigblum, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS 29 DAY OF July 20 19
Gretchen H. Sellard
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

THIS PLAT OF BANDERA OAKS HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS _____ DAY OF _____ A.D. 20__

MAYOR

SECRETARY

PLANNING AND ZONING CHAIRMAN

CITY OF HELOTES COUNTY OF BEXAR INCORPORATED 1991

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT.

Steven Krauskopf 7/29/19
STEVEN D. KRAUSKOPF DATE
LICENSED PROFESSIONAL ENGINEER NO. 96525
KFW ENGINEERS, LLC
3421 PAESANOS PKWY., SUITE 200
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-8444
FAX: 210-979-8441

STATE OF TEXAS
STEVEN D. KRAUSKOPF
96525
LICENSED
PROFESSIONAL ENGINEER
07/29/19

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 29 DAY OF July A.D. 20 19
Gretchen H. Sellard
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

GRETCHEN H. SELLARD
My Notary ID # 128336665
Expires July 26, 2022

STATE OF TEXAS
COUNTY OF BEXAR

THE CITY ENGINEER OF THE CITY OF HELOTES HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
KFW SURVEYING, LLC
3421 PAESANOS PARKWAY, SUITE 101
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-8444
FAX: 210-979-8441

STATE OF TEXAS
REGISTERED
TERESA A. SEIDEL
5672
PROFESSIONAL
LAND SURVEYOR
7/29/19

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 29 DAY OF July A.D. 20 19
Gretchen H Sellard
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

GRETCHEN H. SELLARD
My Notary ID # 128336665
Expires July 26, 2022

## LEGEND

| | | |
|---|---|---|
| SIR | = | SET ½" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING" |
| FIR | = | FOUND 1/2" IRON ROD OR AS NOTED |
| R.O.W. | = | RIGHT-OF-WAY |
| D.P.R. | = | DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS |
| O.P.R. | = | OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS |
| VOL. | = | VOLUME |
| PG. | = | PAGE |
| T.V. | = | TELEVISION |
| ℄ | = | CENTER LINE |
| 900 | = | CONTOURS |
| W | = | EXISTING CAPPED WATER WELL (SEE NOTE 3.) |
| | = | EXISTING EASEMENT |
| | = | PROPOSED EASEMENT |

SURVEYOR NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 220 OF 785, COMMUNITY PANEL NO. 48029C0220G, DATED SEPTEMBER 29, 2010.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00017.
4. THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88 (GEOID09).

STATE OF TEXAS
COUNTY OF BEXAR

STATE OF TEXAS, COUNTY OF BEXAR
I, LUCY ADAME-CLARK, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AND DULY RECORDED IN THE PLAT RECORDS OF BEXAR COUNTY ON: 8/2/2019 2:21:10 PM
PLAT VOLUME: 20001 PAGE: 1285
AMOUNT: $82.00
IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE,
COUNTY CLERK, BEXAR COUNTY, TEXAS

COUNTY CLERK BEXAR COUNTY, TEXAS

BY: _____ DEPUTY

PREPARED: 06/04/19 PAGE 1 OF 1