PROPOSED DEVELOPMENT
OF A MULTI FAMILY COMPLEX
(±1.7 ACRES NEAR NACODOCHE AND SALADO CLIFFS ROAD)
SAN ANTONIO, TEXAS
DUE DILIGENCE REPORT

February 20, 2020
MBC Job. No. 32571-1474

PREPARED BY:

MACINA · BOSE · COPELAND AND ASSOCIATES, INC.
dba MBC Engineers
Texas Registered Engineering Firm F-784 | SBE Certified #214046463
TBPLS Firm Registration No. 10011700
1035 Central Parkway North | San Antonio, Texas 78232
(210) 545-1122 Phone | (210) 545-9302 Fax
www.mbcengineers.com
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All persons who have property interest in this report hereby acknowledge that the Department may publish the full report of public information and make other use of the report as authorized by law.

INTRODUCTION/SCOPE OF REPORT:
This report outlines a general summary of civil-related items regarding the development of a ±1.695 acres of land into a 60-unit senior living apartment complex. The site exists as a platted lot (Lot 8) within the Salado Creek Business Park, Unit 3 Subdivision in the City of San Antonio.

This report focuses primarily on Civil Engineering related constraints that could affect the proposed development. Information included in this report is based on utility maps and availability letters obtained from various entities including CPS Energy, San Antonio Water System (SAWS), AT&T and Charter Communications. In addition, zoning and development regulations outlined in the City of San Antonio’s Unified Development Code (UDC), and floodplain and topographic conditions of the site have been reviewed to identify potential impacts to the proposed development and summarized in this report.

This report does not specifically address deed restrictions or restrictive covenants. Additional setbacks, site and development limitations may affect the proposed development. A land development attorney should review these items to determine if any unforeseen restrictions apply to the project.

EXECUTIVE SUMMARY:
The property will need to be rezoned in order for this development to be allowed. A MF-50 zoning district is recommended and is assumed for the discussion within this report.

The proposed driveway placement meets the required separation from existing drive aprons. However, there is a minimum 40’ throat requirement measured from the property line to the first intersection with a parking aisle. The front parking and drive lane is currently less that the required 40’ but this is typically allowed with an Administrative Variance/Exception Request (AEVR).

The site is currently platted and replatting should not be required. However, the current plat created a 25’ front building setback line that would be in conflict with the proposed building. A minor amending plat is to remove this setback line if the site cannot be adjusted around it.

The site is not located over the Edwards Aquifer Recharge Zone and is not within an area that requires mandatory detention. However, the site is very flat and there is no known underground storm drainage nearby. The site grading and landscaping will need to be designed with this in mind and additional fill on the site may be required. It would be advantageous to acquire a drainage easement from the neighbors. A downstream drainage study will be needed to determine if storm water detention is needed.
Rezoning will be required for the site to be developed as a multifamily project. The site is currently zoned C-3 and C-3NA and will need to be rezoned to MF-50 based on the desired number of units.

It will be difficult to meet the minimum required parking spaces required. The City of San Antonio does not have a specific parking requirement for Senior Living and calculates parking based on a Multifamily use. An AEVR is recommended for a parking reduction on this project.

Utilities are generally available within the public right of way of Nacodoches Road. Both water and sanitary sewer are located on the opposite side of the street from the project. A Pavement Condition Index (PCI) will be needed from the City of San Antonio to determine if the street can be cut for utility installation and the extent of pavement replacement required. The sewer main is made from Vitrified Clay Pipe. It is recommended that pipe be televised to determine the condition of the main and what would be required for service connection.

**STUDIES:**

The following is a discussion of typical studies that are recommended:

1. No Environmental, Archeological, or Historical studies have been provided. It is recommended that these should be performed to identify any site constraints or additional regulations that may apply to this development.
2. The site is not within the limits of a presumptive Golden Cheeked Warbler habitat or Karst areas; however, it is recommended to consult with a biologist to confirm all US Fish and Wildlife requirements for this site.
3. No wetland studies have been provided. We have included a copy of the available National Wetlands Inventory map. The map does not indicate any wetlands on this site. Refer to Attachment “G.”

The following studies will be required”

1. A drainage study will be required to further assess the drainage from the site and determine the need for on-site detention (see Drainage/Water Quality section below).

**SITE CHARACTERISTICS**

The site is located on the South side of Nacodoches Road approximately 420 feet west of the Salado Cliffs/Nacodoches Road intersection. The site is currently undeveloped with few trees. The adjacent lots on the west, south and east boundary are fully developed. The property has very flat topography with average slopes ranging from approximately less than 1%. Portions of the site appear to have ponding and it does not have positive drainage. Based on aerial topography, the highest elevation is 723 feet and the lowest elevation is 722 feet.
ZONING (BUILDING SETBACKS/DENSITIES/HEIGHT):
The site is currently zoned C-3 (General Commercial) and C-3NA (General Commercial Nonalcoholic Sales). The current zoning does not allow Senior living apartment developments so the site will need to be re-zoned.

For the purposes of this report, rezoning to MF-50(Multi-Family District with maximum density of 50 units per acre) will be assumed based on the desired number of units. The zoning restrictions and setbacks for the proposed zoning of MF-50 are described below. Additional setbacks may apply based on deed restrictions, restrictive covenants, or any additional fire or building code requirements. Owner imposed construction setbacks or construction easements should be considered where a minimal setback is being considered.

Setbacks and Buffers:
BUFFER REQUIREMENTS: A landscape buffer should not be required for MF-50 zoning that abuts a secondary arterial (Nacodoches Road)

FRONT SETBACK: A maximum front building setback of 20 feet is required for this site. This setback may be extended to 90 feet provided that no parking or drives other than egress/ingress drives shall be located within twenty (20) feet of the front property line.

Note that there is currently a 25’ building setback along Nacodoches that was created by the original plat. This line will need to be removed by a simple amending plat (Building Setback Removal process)

SIDE SETBACK: A 5-foot side building setback is required on the site; however, building and fire code requirements will need to be considered during the site layout.

REAR SETBACK: A 10-foot rear building setback will be required.

BUILDING HEIGHT: MF-50 zoning does not have a height restriction.

Airport Hazard Overlay District - Zoning Restrictions:
This zoning restriction prohibits structures or trees to be erected, altered, planted or otherwise established at a height greater than two hundred (200) feet above the ground or above a 100 to 1 (100:1) slope from the nearest point of the nearest runway of any airport unless a permit therefor shall have been applied for and granted.

The development of Salado Cliffs will not include structures or trees greater than 200 feet above ground, therefore an Airport Hazard Overlay District Permit is not required.
SUBDIVISION REQUIREMENTS/PLATTING
The following is a discussion of the public sector planning:

1. The site is located in the Business Park District of the Future Land Use Plan. The Future Land Use plan should be updated to high density residential to accommodate the proposed development. This is typically addressed as part of the re-zoning process.

2. Multi-family projects are required to dedicate 1 acre of parkland for every 114 units. Based on a 60 unit complex, the required dedication for this project is 0.5 acres. The parkland requirements may be mitigated by a paying a fee in-lieu of dedication. The City does give parkland credit for on-site amenities such as swimming pools, athletic courts, etc. Based on the provided site plan, on-site dedication/credit is a viable option. If the decision was made to pay the fee-in-lieu, the fee would total approximately $40,000; however, we expect the site to meet 100% of the dedication requirements by providing on-site amenities.

TAXING JURISDICTION:
The Bexar County Appraisal District Parcel Identification number is 1230375. According to the Bexar County Appraisal District, Millage rates for the property are shown in the table below.

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<td>North East ISD</td>
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</table>

PERMITTED SIGNAGE:
The development will need to comply City’s signage ordinance. During our research, we determined that the Texas Administrative Code (Part 1, Ch. 21, Sub-chapter K) may apply since the signage may be visible from a state road. During the permitting process, the signage company can coordinate to ensure that applicable codes are met. The City of San Antonio Sign Code can be found at the following link:


FIRE DESIGN CRITERIA:
San Antonio requires that all apartment buildings built according to the 2018 International Fire Code with the City of San Antonio Amendments. Buildings over 30 feet in height must have a fire lane running the entire length of one side of the building (minimum of 50 feet) or 25% of the entire building perimeter. These lanes shall run parallel to the building and shall be located at a distance between 15 and 39 feet to the building. If the building is greater than 124,000 square feet or more than 200 units then two access drives throughout would be required to adequately provide cover for the structure.
ROADS/ACCESS/RIGHT-OF-WAY DEDICATIONS:

Based on the provided site plan, the only access to the site will be provided by a single driveway from Nacodoches Road. Driveways must be no closer than 50’ measured from face of curb to face of curb. The proposed driveway placement meets the required separation from existing drive aprons. However, there is a minimum 40’ throat requirement measured from the property line to the first intersection with a parking aisle. The front parking and drive lane is less than the required 40’ but this is typically allowed, an AEVR, as long as the parking aisle is at least 20’ from the property line. An AEVR will need to be submitted for the proposed driveway throat length.

Nacogdoches road is a classified as a Secondary Arterials which requires a right of way of 86’-110’. The existing right of way meets the minimum required right of way as shown on the existing plat. Additional right of way can be requested during the platting and building permitting process. However, based on the surrounding development, additional right of way dedication is not anticipated for the development.

This City of San Antonio requires public sidewalks along the street frontage. Any existing sidewalk that does not meet the current requirement will have to be brought up to code during permitting. Additionally, bike lanes are required will be required for this project as it fronts a Secondary Arterial roadway. Construction of a 10’ wide multiuse path is recommended within the right of way that will meet both of these requirements.

The city requires any development generating over 76 peak hour trips to do a level 1 or above Traffic Impact Analysis (TIA). Based on the proposed 60 dwelling units, this development would generate 24 peak hour trips; therefore, a detailed traffic impact analysis will not be required. A TIA worksheet will be required for the development.

This project will fall under the City’s Rough Proportionality Ordinance (RPO). The RPO requires a development to construct roadway improvements based on their impact to the system. RPO improvements include but are not limited to right-of-way dedications, street improvements and signal timing adjustments. The City can also require improvements be made to any sub-standard street sections adjacent to the site to the center line of the roadway up to the maximum Rough Proportionality amount. The maximum amount the City can force a developer to pay is calculated through Rough Proportionality which has been estimated to be $80,432 for this development (for the proposed multi-family project only).

*Note: The final decision to request additional right-of-way dedications will come at either the platting or permitting stage. The above information is simply the best estimate available based on existing information.*

BUILDING CODE AND PERMITTING:
Commercial building permit applications normally go through a plan review process by the City of San Antonio to ensure compliance with local building codes and regulations. The time frame for this process is typically 2 to 3 months for multi-family developments. This time frame varies depending on the project scope and complexity.
The property is located within the San Antonio City Limits and will be required to follow the regulations set forth by the City’s Unified Development Code. The City of San Antonio will review the project during the building permit process. Thus the project will have to meet City of San Antonio standards for access, traffic, sidewalks, utilities, drainage, tree preservation, etc. Also, Fair Housing regulations will apply along with ADA and TAS for the leasing and residential Lobby.

Compliance with Fair Housing regulations is an important issue, especially with apartment complexes. Our firm is familiar with these regulations and will help ensure the site conforms to fair housing to the best of our ability. It is strongly recommended that the owner hire a fair housing consultant during the design phase to help ensure compliance and eliminate costly changes during construction. Our firm can recommend a fair housing consultant if needed.

The site will fall under the following codes and respective city amendments:

- 2018 International Building Code
- 2018 International Residential Code
- 2018 International Mechanical Code
- 2018 International Plumbing Code
- 2018 International Fire Code
- 2018 International Energy Conservation Code
- 2017 National Electric Code

**TITLE AND SURVEYS:**
MBC has performed an ALTA and Tree and topographic survey of the tract. This survey is included with this. See attachment “B” for the survey.

The survey review did not indicate any unusual obstructive easements. However, there is a platted 25’ building setback line that will likely need to be removed. This can be done by a Building Setback Line removal amending plat. This is a simplified amending plat process for removal of old setback lines.

The project site is currently a platted lot and should not need to be replatted. Only the plat amendment described above may be necessary

**GREEN DESIGN CRITERIA**
City of San Antonio has Low Impact Design guidelines in the code but this criterion does not require new development or re-development projects to follow these LID requirements within this existing and proposed zoning district at this time. These requirements only apply to any new development or re-development project choosing to incorporate LID practices for detention, infrastructure, storm water quality, or other applicable requirements.
PARKING AND TRAVELWAY REQUIREMENTS
Currently, the City of San Antonio does not differentiate between regular Multifamily and Senior living from a parking requirement perspective. The minimum parking requirement is 1.5 spaces per dwelling unit and the maximum is 2.0 spaces per dwelling unit. The site is 60 units; therefore, it would require a minimum of 90 total spaces and cannot exceed 120. The current site plan will meet the minimum requirements but an Administrative Exception/Variance Request (AEVR) is recommended which could allow the parking requirements to be reduced to better conform to a Senior Living Use. The AEVR should be discussed with the city at the start of the design to verify that it will be approved. A minimum of 9 bicycle spaces will also be required per city code unless a reduction is permitted.

LANDSCAPE REQUIREMENTS/TREE PRESERVATION:
The proposed development will be required to comply with the City of San Antonio’s 2010 Tree Preservation Ordinance, unless vesting is obtained. A tree survey has been performed and there are two trees that would be considered protected under the City’s current tree ordinance. Protected trees are defined as trees with diameters greater than 6” measured at breast height (for most species). Heritage trees have diameters greater than or equal to 24”. Mitigation equates to $200 per caliper inch for protected trees and $600 per inch for heritage trees. A minimum of 20% of the existing caliper inches, in each category, must be preserved. The remaining percentage may be mitigated by planting new trees or paying a fee to the City. Tree warranties and planting trees in lieu of paying the mitigation amounts are permitted. Additionally, the project will need to comply with the Final Tree Canopy requirement and must provide a tree canopy cover of 25% of the lot acreage. It is recommended to consult a landscape architect early so careful consideration can be given to tree and landscaping requirements. We have provided a link to the tree ordinance which goes into more detail:
https://library.municode.com/tx/san_antonio/codes/unified_development_code?nodeId=ARTVD
EST_DIV5NAREPR_S35-523TRPR

Tree preservation on this project will need to be considered as part of the site layout and design

UTILITIES:

Water:
Based on SAWS water maps, there is an existing 16-inch Asbestos Concrete (AC) water main on the opposite side of Nacodoches Road from the site. Water services will need to be extended into the site from the main. A Pavement Condition Index (PCI) will need to be provided by the City of San Antonio to determine if they will allow an open cut and the extend of the street repairs that will be required.

The site is located within the Low Elevation Pressure Zone 4 water service area as determined by SAWS. SAWS requires that an impact fee of $4,749 per Equivalent Dwelling Unit (EDU) be assessed in this service area.
A fire flow test was performed on the existing 16” water main along Nacodoches. The results of that test are located as an attachment within this report. The static pressure as tested was 80 psi and the residual pressure was 75 psi. The theoretical fire flow at 25 psi would be 4,745 gallons per minute (gpm). These pressures are adequate and there should be no issues with providing fire protection for the project. Pressure reducing valves will be required where pressures are determined to exceed 80 psi.

**Sewer:**

There is an existing 8” sewer main along the opposite side of Nacodoches road from the site. A Pavement Condition Index (PCI) will need to be provided by the City of San Antonio to determine if they will allow an open cut and the extent of the street repairs that will be required for the utility crossing. The sewer material is Vitrified Clay Pipe (VCP). The condition of this pipe may have deteriorated due to the age and material. Televising the main early during the design phase is recommended.

The site is located with the SAWS Beitel Creek-Salado Creek wastewater service area. SAWS requires that an impact fee of $2,664 per Equivalent Dwelling Unit (EDU) be assessed in this service area. SAWS calculates EDU’s for apartment sites as 0.5 EDU’s per unit.

A Utility Service Agreement (USA) through SAWS for water and sewer service will not be required due to proposed number of units on this project. A USA is required for projects with 100 EDUs or more.

**Electric, Gas, Telephone:**

CPS has indicated that the proposed development can be served by CPS Energy’s electric and distribution systems. There is currently overhead electric along Nacodoches Road and along the western boundary of the site.

CPS has indicated that the proposed development can be served by their gas distribution system. Based on CPS gas maps, there is a 1” gas main on the project side of the street. Gas service requirements will need to be confirmed by CPS Energy.

AT&T has indicated that the subject property is within the service area of AT&T and that service arrangements will be subject to later discussions and agreements between the developer and AT&T.

Waste Management has confirmed that the project site is within their service area and recycling and waste disposal services can be provided as needed.

An Availability letter for Charter Spectrum communications was requested but has not been received at this time.
WATER QUALITY/DRAINAGE:
The project site lies within the Salado Creek Watershed. According to FEMA Firm Map No. 48029C0270G, the site is not within the 100 year floodplain. The property is not within the Edwards Aquifer Recharge Zone or Contributing Zone so a water quality submittal is not required by the state.

The property has very flat topography with average slopes ranging from approximately less than 1%. Portions of the site appear to have ponding and it does not have positive drainage. The property generally drains from south to north sheet flowing onto Nacodoches Road where it is conveyed downstream through the street. Some portions of the site drain onto the existing developments to the south and west. There is no underground storm drainage to serve the tract. It is likely that fill will need to be imported to ensure positive drainage from the development. This should be considered during the landscaping and grading design. Acquiring a drainage easement from the neighboring property to the south is recommended.

A downstream analysis has not been performed for the site; however, the site is not within a mandatory detention area and it does not appear that the surrounding developments have provided on-site detention. The City of San Antonio will require a downstream drainage study 2,000’ downstream to confirm on-site detention will not be required. On-site detention, if required, could be detrimental to the proposed development due to the lack of underground drainage. Without detention, the development will be required to pay a Fee in Lieu of Detention into the City’s Regional Storm Water Management Program. The fee is based on impervious cover at a cost of $0.20 per square foot for multifamily projects.

N.P.D.E.S. REQUIREMENTS:
Currently, the Environmental Protection Agency (EPA) requires that certain procedures are followed for the construction of developments that are similar in size and scope to this one. This will require the preparation of a written Pollution Prevention Plan and an Erosion Control Plan. These plans must be adhered to during construction.

INCENTIVES AND PROGRAMS:
It is the policy of the City of San Antonio to encourage responsible development in the city. The City of San Antonio has approved replacing the Inner City Reinvestment and Infill Policy (ICRIP) program with the City of San Antonio Fee Waiver Program. To benefit from the program incentives it is recommended to start coordination early in the development process because the funds are subject to availability and timing constraints. The City of San Antonio Fee Waiver Program specifically addresses these goals by encouraging the development and preservation of affordable/workforce housing, the rehabilitation of historic properties, and to foster business development. Incentives include financial assistance, such as fee waivers and tax abatements for eligible projects. Under the City’s Fee Waiver Program, eligible development projects may qualify for a fee waiver that waives certain City development fees, and SAWS impact fees up to $250,000 for affordable housing projects. City fee waivers are valid for one year. SAWS fee waivers are valid for 6 months. Applicants may renew applications within 30 days of fee waiver expiration, but processing charges may apply. All City and SAWS fee waivers are subject to funding availability.
**CIVIL ENGINEER STATEMENT**

The permitting process must be completed before construction can commence. The construction permitting process for building permits or site development permits will begin through a commercial project application by which project information including location, building, type, site work and traffic, and contacts are identified. The plan review process with the city will begin after submission of the commercial project application to ensure compliance with local building codes and regulations. The time frame for this process is typically 2-3 months.

The following represents anticipated fees required for this development:

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<th>NRP Salado Cliffs</th>
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<td>in-Lieu of Detention</td>
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<td>Re-Zoning Fee</td>
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<td>City of San Antonio Platting Fee</td>
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<td>SAWS Impact Fees</td>
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<td>Total SAWS Impact Fees</td>
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<tr>
<td>Off-Site Street Improvements</td>
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*(est 52,796 sqft imperv. cover @ $0.20/sq.ft.)*

*(Assumes project will meet all required on-site dedication)*

*(for BLS removal only.)*

*(Assumes no participation in the City's Fee Waiver Program)*

*(Based on Construction Valuation estimated per COSA IB 141)*

*(Based on estimated rough proportionality for apartment project only, may or may not apply)*
CONCLUSION:
In conclusion, there are several civil related factors that must be addressed in order to develop the project. These items are summarized below and must be taken into consideration to efficiently develop the site as desired.

1. Trees will need to be considered with the site layout and design.
2. The site will need to be re-zoned to MF-50.
3. A downstream drainage study will be required to determine if detention is required.
4. Drainage for the site needs to be factored into the grading and landscape design.
5. An easement or agreement from the property owner for the right to discharge drainage through their development is recommended.
6. It is recommended to obtain Environmental, Archaeological, Geotechnical and Historical studies to further identify any potential impacts to the proposed development.
7. Gas service requirements need to be confirmed with CPS Energy, if gas service is required for this project.
INDEX OF ATTACHMENTS:

A. Location Map/Aerial Topographic exhibit
B. Survey/Plat
C. Conceptual Site Plan
D. Bexar CAD Tax Map
E. COSA Permit Fee Estimate
F. FEMA Firm
G. GIS Maps
   1. Zoning Map
   2. USFW Wetlands Map
   3. COSA Karst/GCW map
H. Letters of Availability
   1. Water & Wastewater
   2. Electric & Gas
   3. AT&T
   4. Waste Management
I. Utility Maps
   1. Water
   2. Wastewater
   3. CPS electric and gas
J. Fire Flow Test
K. Title Commitment
TAX CERTIFICATE

ALBERT URESTI, MPA, PCC
BEXAR COUNTY TAX ASSESSOR-COLLECTOR
P O BOX 839950
SAN ANTONIO, TX 78283-3950

Issued To: ROSIN GROUP, INC
759 SWEETBRUSH
SAN ANTONIO , TX  78258

Fiduciary Number: 593292

Account Number: 13749-002-0090
Certificate No: 10831026
Certificate Fee: $10.00

Legal Description: NCB 13749 BLK 2 LOT 8 & 9
Parcel Address: 3435 SALADO CREEK DR
Legal Acres: 3.5948

Print Date: 04/30/2014
Paid Date: 
Issue Date: 04/30/2014
Operator ID: LHER

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2013. ALL TAXES ARE PAID IN FULL.

Exemptions:

2013 Value: 439,000
2013 Levy: $12,198.12
2013 Levy Balance: $0.00
Prior Year Levy Balance: $0.00
Total Levy Due: $0.00
P&I + Attorney Fee: $0.00
Total Amount Due: $0.00

Certified Owner:
LA PALA INVESTMENTS LLC
2510 CONORVALE RD
HOUSTON , TX  77039-3222

Certified Tax Unit(s):
8 FLOOD FUND
9 ALAMO COMM COLLEGE
10 HOSPITAL DISTRICT
11 BEXAR COUNTY
19 S A RIVER AUTHORITY
21 CITY / SAN ANTONIO
55 NORTH EAST ISD

20140089129

ALBERT URESTI, MPA, PCC
BEXAR COUNTY TAX ASSESSOR-COLLECTOR

Reference (GF) No: N/A
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</tbody>
</table>
Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law.

STATE OF TEXAS, COUNTY OF BEAR

I hereby certify that this instrument was FILED in File Number and was duly RECORD in the Official Public Record of Real Property of Bexar County, Texas on

MAY 30, 2014

COUNTY CLERK BEAR COUNTY, TEXAS

GERARD C. RICKOFF COUNTY CLERK
This plan materially adheres to all applicable ordinances.

The site plan is based on the property being zoned for a 60 unit senior living complex.

Density: 3.16 DU/acre

Acres: 1.76 acres

Total Units: 60

The site plan is based on a proposed 60 unit senior living complex.

Site Calculations

- Parking Calculations (City Standards)
  - Provided Parking: 68 spaces / 64 feet
  - Maximum Required Parking: 120 spaces / 64 feet
  - Minimum Required Parking: 88 spaces / 64 feet

Parking Calculations (City Standards)

- Maximum Required Parking: 120 spaces / 64 feet
- Minimum Required Parking: 88 spaces / 64 feet
- Provided Parking: 68 spaces / 64 feet

Lot 6, Block 2, N.C.B. 13749, Owner: 343 West Sunset LLC

Lot 8, Block 2, N.C.B. 13749, Owner Name: HVJ Property Holdings LLC

Lot 9, Block 2, N.C.B. 13749, Owner Name: ST Equity LP

Lot 11, Block 2, N.C.B. 13749, Owner Name: ST Equity LP

T 26.5" TREE DEAD (447)
T 22" HACKBERRY (446)
T 35.5" MESQUITE (452)
T 22.5" MESQUITE (451)
T 22.5" MESQUITE (448)

This plan materially adheres to all applicable ordinances.

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T 22.5" MESQUITE (451)
T 22.5" MESQUITE (448)
ATTACHMENT D
BEXAR CAD TAX MAP
Property Search > 1230375 RICKAWAY PARK INC for Year 2019

Property

Account
Property ID: 1230375  
Geographic ID: 13749-002-0081  
Type: Real  
Property Use Code: 099  
Property Use Description: VACANT LAND  
Legal Description: NCB 13749 BLK 2 LOT 8 (SALADO CREEK BUSINESS PARK UT-3)  
Zoning: C-3 C-3NA  
Agent Code: 

Protest
Protest Status: Informal  
Informal Date: 
Formal Date: 

Location
Address: NACOGDOCHES DR  
SAN ANTONIO, TX 78217  
Mapsco: 552A6  
Neighborhood: NBHD code14370  
Map ID: 
Neighborhood CD: 14370  

Owner
Name: RICKAWAY PARK INC  
Owner ID: 2963687  
Mailing Address: 1012 CHESHIRE LN  
HOUSTON, TX 77018-2012  
% Ownership: 100.0000000000%  
Exemptions: 

Values

(+) Improvement Homesite Value: + $0  
(+) Improvement Non-Homesite Value: + $0  
(+) Land Homesite Value: + $0  
(+) Land Non-Homesite Value: + $358,830 Ag / Timber Use Value 
(+) Agricultural Market Valuation: + $0 $0  
(+) Timber Market Valuation: + $0 $0  

--------------------------

(=) Market Value: = $358,830  
(−) Ag or Timber Use Value Reduction: - $0  
--------------------------

(=) Appraised Value: = $358,830  
(−) HS Cap: - $0  
--------------------------
Assessed Value: $358,830

Taxing Jurisdiction

Owner: RICKAWAY PARK INC
% Ownership: 100.0000000000%
Total Value: $358,830

Improvement / Building

No improvements exist for this property.

Land

<table>
<thead>
<tr>
<th>#</th>
<th>Type</th>
<th>Description</th>
<th>Acres</th>
<th>Sqft</th>
<th>Eff Front</th>
<th>Eff Depth</th>
<th>Market Value</th>
<th>Prod. Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CSS</td>
<td>Commercial Store Site</td>
<td>1.6950</td>
<td>73834.20</td>
<td>0.00</td>
<td>0.00</td>
<td>$358,830</td>
<td>$0</td>
</tr>
</tbody>
</table>

Roll Value History

<table>
<thead>
<tr>
<th>Year</th>
<th>Improvements</th>
<th>Land Market</th>
<th>Ag Valuation</th>
<th>Appraised</th>
<th>HS Cap</th>
<th>Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2019</td>
<td>$0</td>
<td>$358,830</td>
<td>0</td>
<td>358,830</td>
<td>$0</td>
<td>$358,830</td>
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<tr>
<td>2018</td>
<td>$0</td>
<td>$349,240</td>
<td>0</td>
<td>349,240</td>
<td>$0</td>
<td>$349,240</td>
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<tr>
<td>2017</td>
<td>$0</td>
<td>$332,250</td>
<td>0</td>
<td>332,250</td>
<td>$0</td>
<td>$332,250</td>
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<tr>
<td>2016</td>
<td>$0</td>
<td>$332,250</td>
<td>0</td>
<td>332,250</td>
<td>$0</td>
<td>$332,250</td>
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</tbody>
</table>

Deed History - (Last 3 Deed Transactions)

<table>
<thead>
<tr>
<th>#</th>
<th>Deed Date</th>
<th>Type</th>
<th>Description</th>
<th>Grantor</th>
<th>Grantee</th>
<th>Volume</th>
<th>Page</th>
<th>Deed Num</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6/30/2015</td>
<td>SWD</td>
<td>Special Warranty Deed</td>
<td>LA PALA INVESTMENTS LLC</td>
<td>RICKAWAY PARK INC</td>
<td>17326</td>
<td>209</td>
<td>2015</td>
</tr>
<tr>
<td>2</td>
<td>10/26/2011</td>
<td>WD</td>
<td>Warranty Deed</td>
<td>STANDARD MORGAN PARTNERS LTD</td>
<td>LA PALA INVESTMENTS LLC</td>
<td>15201</td>
<td>338</td>
<td>2011</td>
</tr>
</tbody>
</table>
2020 data current as of Feb 3 2020 1:25AM.
2019 and prior year data current as of Jan 3 2020 11:45AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.
PLAN FEE ESTIMATOR

Commercial/Residential: *
Type of Work: *
Tree Affidavit Option: *
# of Acres: *
Valuation: *

Tree Options Description
A1
Affidavit Option 1 - Site has no protected, significant, heritage, or historic trees
A2
Affidavit Option 2 - Site has protected trees, but this work will in no way cause damage to or the destruction of said trees
P1
Permit Option 1 - Site has Rights Determination (RD aka Vested Rights)/Consent Agreement (CA)
P2
Permit Option 2 - Site has protected, significant, heritage, or historic trees that will be removed
PAID
Preservation fees paid and a previous plan has been approved for this site

Valuation based on 84,000 sqft building

Minimum Fees Due at Time of Submission:

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLAN REVIEW FEE</td>
<td>$7,566.40</td>
</tr>
<tr>
<td>TREE CANOPY - COMMERCIAL</td>
<td>$50.00</td>
</tr>
<tr>
<td>REVIEW FEE COMMER TREE PRESERV</td>
<td>$100.00</td>
</tr>
<tr>
<td>AFFIDAVIT FEE COMMER TREE PRESERV</td>
<td>$350.00</td>
</tr>
<tr>
<td>TECH SURCHARGE</td>
<td>$226.99</td>
</tr>
<tr>
<td>DEV SVC SURCHARGE</td>
<td>$226.99</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$8,520.38</strong></td>
</tr>
</tbody>
</table>

Minimum Fees Due for Permit Issuance:

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERMIT FEE BUILDING</td>
<td>$22,202.00</td>
</tr>
<tr>
<td>LANDSCAPE FEE</td>
<td>$859.80</td>
</tr>
<tr>
<td>TECH SURCHARGE</td>
<td>$691.85</td>
</tr>
<tr>
<td>DEV SVC SURCHARGE</td>
<td>$691.85</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$24,445.50</strong></td>
</tr>
</tbody>
</table>

Note: Although every attempt is made to ensure the accuracy of these calculations, they should be used as estimates only. For estimates on multiple commercial buildings, please call 207-0143.
National Flood Hazard Layer FIRMette

Legend

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
  Zone A, A99
- With BFE or Depth
  Zone AE, AO, AH, VE, AR

Regulatory Floodway

- 0.2% Annual Chance Flood Hazard
  Areas of 1% annual chance flood with average
  depth less than one foot or with drainage
  areas of less than one square mile
  Zone X
- Future Conditions
  1% Annual Chance Flood Hazard
  Zone X
- Area with Reduced Flood Risk due to
  Levee. See Notes.
  Zone X
- Area with Flood Risk due to Levee
  Zone X

OTHER AREAS OF FLOOD HAZARD

- Area of Minimal Flood Hazard
  Zone X
- Area of Undetermined Flood Hazard
  Zone D

OTHER AREAS

- General Structures
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall

- Cross Sections with 1% Annual Chance
  Water Surface Elevation

- Coastal Transect

- Base Flood Elevation Line (BFE)

- Limit of Study

- Jurisdiction Boundary

- Coastal Transect Baseline

- Profile Baseline

- Hydrographic Feature

OTHER FEATURES

- Digital Data Available
- No Digital Data Available
- Unmapped

MAP PANELS

- The pin displayed on the map is an approximate
  point selected by the user and does not represent
  an authoritative property location.

This map complies with FEMA's standards for the use of
digital flood maps if it is not void as described below.
The basemap shown complies with FEMA's basemap
accuracy standards.

The flood hazard information is derived directly from the
authoritative NFHL web services provided by FEMA. This map
was exported on 1/30/2020 at 11:53:53 AM and does not
reflect changes or amendments subsequent to this date and
time. The NFHL and effective information may change or
become superseded by new data over time.

This map image is void if the one or more of the following map
elements do not appear: basemap imagery, flood zone labels,
legend, scale bar, map creation date, community identifiers,
FIRM panel number, and FIRM effective date. Map images for
unmapped and unmodernized areas cannot be used for
regulatory purposes.
ATTACHMENT G

GIS MAPS

1. Zoning Map
2. USFW Wetlands Map
3. COSA Karst/GCW map
February 3, 2020

**Wetlands**

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This page was produced by the NWI mapper

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.
DISCLAIMER: The map does not authoritatively determine the presence or absence of habitat for any threatened or endangered species. On-site habitat assessments and/or surveys by a biologist permitted by the U.S. Fish and Wildlife Service are recommended to determine if suitable habitat exists at a particular location. The entire risk as to the results and performance of any information obtained from the City of San Antonio is entirely assumed by the user of this information.
NRP Salado Cliff - zoning

CoSA Addresses
- Community Service Centers
- Pre-K Sites
- CoSA Parcels

Arts & Entertainment, Entertainment District
Neighborhood Preservation, Residential
Multi-Family
Commercial
Industrial, Quarry, Sand/Gravel
Business Park, Office
Downtown, Form Based Zoning
Farm/Ranch, Golf, Resource Preservation
Special Districts
Military
Outside City Limits
Un-Zoned
COSA City Limit Boundary

February 3, 2020

City of San Antonio GIS
Copyright 2-3-2020
ATTACHMENT H
LETTERS OF AVAILABILITY

1. Water and Wastewater
2. Electric and Gas
3. AT&T
4. Waste Management
Please accept this letter as confirmation that the proposed development listed above can be served by CPS Energy’s electric and gas distribution systems under the provisions of our current Supply Line Extension Policies contingent on the appropriate easements, rights-of-way, and permits being obtained and/or provided.

Since the specific plans indicating how the property will be developed have not yet been submitted, CPS Energy cannot estimate the cost for providing the electric and gas service within the identified tract of property. A cost estimate for the provision of these utility services may be requested once plans depicting the types of development and configurations are submitted to CPS Energy for review.

This letter is not intended as a certification that CPS Energy has reviewed subdivision plans or plats nor approval of any submitted plans or plats. The applicable governmental entity’s procedure for plat approval may require that utility plans be reviewed by CPS Energy prior to submittal to those applicable governmental entities.

If you should have any questions or concerns regarding this Letter of Availability, please contact our office at (210) 353-4050.

Sincerely,

Jenna Keylich
Customer Service Supervisor
Customer Engineering Department

MBC Engineers
Attn: Don Miller
San Antonio, TX 782

Re: Letter of Availability (Electric and Gas)

Proposed Development: Nacogdoches and Salado Cliff

To Whom It May Concern:

Please accept this letter as confirmation that the proposed development listed above can be served by CPS Energy’s electric and gas distribution systems under the provisions of our current Supply Line Extension Policies contingent on the appropriate easements, rights-of-way, and permits being obtained and/or provided.

Since the specific plans indicating how the property will be developed have not yet been submitted, CPS Energy cannot estimate the cost for providing the electric and gas service within the identified tract of property. A cost estimate for the provision of these utility services may be requested once plans depicting the types of development and configurations are submitted to CPS Energy for review.

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If you should have any questions or concerns regarding this Letter of Availability, please contact our office at (210) 353-4050.

Sincerely,

Jenna Keylich
Customer Service Supervisor
Customer Engineering Department
January 29, 2020

Don Miller
Macina, Bose, Copeland and Associates, Inc.
1035 Central Parkway North
San Antonio, TX 78232

RE: Salado Cliffs Apartments, Nacogdoches Road and Salado Pkwy, San Antonio, Texas

Dear Mr. Miller:

This letter is in response to your request for information on the availability of service at Salado Cliffs Apartments, Nacogdoches Road and Salado Pkwy, San Antonio, Texas by AT&T. This letter acknowledges that Salado Cliffs Apartments, Nacogdoches Road and Salado Pkwy, San Antonio, Texas is located in an area served by AT&T. Any service arrangements for Salado Cliffs Apartments, Nacogdoches Road and Salado Pkwy, San Antonio, Texas will be subject to later discussions and agreements between the developer and AT&T. Please be advised that this letter is not a commitment by AT&T to provide service to Salado Cliffs Apartments, Nacogdoches Road and Salado Pkwy, San Antonio, Texas.

Please contact the AT&T OSP Design Engineer for this service area, Cristina Salinas, with any project specific inquiries. She can be reached at (210) 729-8402.

Thank you for contacting AT&T.

Sincerely,

[Signature]

for
Philip Austin
Civic Coordinator
Jan. 30th, 2020

ATTN: MBC Engineers

To Whom It May Concern,

This document serves as confirmation for availability of service for the project, possible apartment complex - Salado Cliffs, which will be located on Nacogdoches Rd between Salado Cliffs & Salado Pkwy. Waste Management can provide recycling and waste disposal services as needed for this location.

The point of contact for this location is:

Roji Fletcher
(210) 612-3757 (Cell)
Rfletcher2@wm.com

If you need Roll-Off Containers for the project, please contact our Construction Rep.:

Patrick DesOrmeaux
832-740-6917
pdesorme@wm.com

Thank you,

Ben Hernandez
January 23, 2020

Mr. Don Miller

Re:  Nacogdoches Road and Salado Parkway Availability of SAWS’ Infrastructure

Mr. Miller:

This is in response to your request for the availability of water and wastewater service to the above referenced property. The location of the tract is within the City of San Antonio city limits, inside SAWS’ Water CCN, and inside SAWS’ Sewer CCN.

The San Antonio Water System (SAWS) strives to provide quality, reliable service to its customers at a reasonable cost. Rates are kept low, in part, by having new customers pay for all costs associated with extending service to them. SAWS Board of Trustees Growth Strategy states “we will work to ensure that growth is self-funding”. Per SAWS Utility Service Regulations Sections 3.1, 5.1, 6.1, 7.1, and 7.3, new customers are expected to pay for the infrastructure needed to serve their property and pay impact fees to SAWS to pay for general benefit facilities such as overall additional storage tanks, water supplies, pump, or treatment facilities required to serve the new customers. Please note that the water supply impact fees increased on June 1, 2019. It is not SAWS’ practice to construct main or service connections to a new customer. Such construction would need to be arranged and paid for by the customer through a professional engineer (if a public main extension is required) and authorized contractor. Costs of surveying, engineering design, materials, construction, and impact fees should be considered before the customer proceeds with construction of their proposed mains or services.

WATER

Water Supply to the tract will be from Pressure Zone 4 which has a static gradient of 930 ft. The approximate maximum elevation of the tract is 732 feet & 86 PSI and the approximate minimum elevation of the tract is 722 feet & 90 PSI. There is an existing 16-inch water main along the north side of Nacogdoches Road and an existing 8-inch water main along the west side of Salado Parkway approximately 375 feet west of the tract. Water mains in the vicinity of the property are shown on the attached location map. If commercial uses are proposed, the San Antonio Water System requires a 12-inch or greater sized main to provide adequate fire flow and domestic demand.

Costs and commitment requirements for providing water service may include additional on-site mains and service connection fees. Payment is required of all applicable fees in effect at the time of plat recordation or the latest date allowable by law. This includes current impact fees based on
connection point and number of EDU’s of capacity requested. Presently, one water EDU = 290 gallons per day of average daily flow. Current impact fees are shown in the table below.

<table>
<thead>
<tr>
<th>Water Impact Fee Zone (Pressure Zone)</th>
<th>Flow</th>
<th>System Development</th>
<th>Water Supply</th>
<th>Total Water Impact Fees (per 1 EDU)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PZ 4 Low</td>
<td>$1,188</td>
<td>$855</td>
<td>$2,706</td>
<td>$4,749</td>
</tr>
</tbody>
</table>

**RECYCLE WATER**

In some locations it may be feasible to make use of SAWS recycled water. SAWS has established 73 miles of recycled water pipelines through the city of San Antonio. Recycled water is non-potable and ideal for irrigation, commercial, manufacturing and industrial uses. Recycled water is cost-effective, environmentally responsible and not affected by mandatory curtailment during drought conditions. For more information please call (210) 233-3673 or email Pablo.Martinez@saws.org Pablo Martinez at San Antonio Water System.

**WASTEWATER**

The Tract is situated within SAWS’ sewer service area and lies within the Beitel Creek-Salado Creek Watershed. There is an existing 8-inch gravity sewer main along the north side of Nacogdoches Road. Wastewater mains in the vicinity of the property are shown on the attached location map. If the developer chooses to extend the nearest sewer main to the proposed site, he/she must do so at his cost. Connections to mains require the developer to acquire an easement for the main extension if necessary. All tie-ins into the San Antonio Water System’s collection system must be based on fieldwork and in conformance with the San Antonio Water System Utility Service Regulations, which became effective on August 9, 2016. Current impact fees are shown in the table below.

<table>
<thead>
<tr>
<th>Wastewater Impact Fee Area</th>
<th>Collection</th>
<th>Treatment</th>
<th>Total Wastewater Impact Fees (per 1 EDU)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middle</td>
<td>$2,013</td>
<td>$651</td>
<td>$2,664</td>
</tr>
</tbody>
</table>

The Developer will be responsible for any additional sanitary wastewater main extensions (on-site and/or off-site), right-of-way and easement acquisitions (if needed), private wastewater service laterals required to serve the property, lift stations and force main systems, lift station upgrades and lift station maintenance fees (per lift station), along with payment of all applicable fees in effect at time of plat recordation or the latest date allowable by law. This includes current impact fees based on connection point and number of EDU’s of capacity requested. Presently, one wastewater EDU = 200 gallons per day of average daily flow.
This letter does not constitute a commitment to capacity by the SAWS to provide water and/or wastewater service to the subject property. The actual availability of water and/or wastewater service to the property will be dependent upon the site specific requirements such as site elevation, pressure requirements, estimated demand and discharge, and the infrastructure requirements as set forth in the USR. The consulting engineer should assess the site-specific requirements in accordance with the USR regulations prior to requesting connection to SAWS’ infrastructure. In some cases a Utility Service Agreement may be necessary, for more information please refer to the SAWS Guide to Development [http://www.saws.org/business_center/developer/newdevel/] for a detailed guideline regarding the process for obtaining water/and or wastewater services.

Should additional information be needed please contact me at email: Richard.McWhirter@saws.org

Sincerely,

Richard McWhirter
San Antonio Water System

Attachments
1. Water Utility Map
2. Wastewater Utility Map
ATTACHMENT I
UTILITY MAPS

1. Water
2. Wastewater
3. Electric and Gas
ELECTRIC MAP

Legend

- SUPPORT STRUCTURES
- OH PRIMARY
- UG PRIMARY
- TRANSMISSION LINE
- Secondary OH service
- Secondary OH streetlight
- Secondary OH
- UG SECONDARY

The information and data provided on this map is provided "as is" and without any warranties of any type. CPS Energy does not represent or guarantee that the information or data provided on this map is correct, accurate, or fit for any particular purposes as of the date the map is provided or otherwise.
ATTACHMENT J
FIRE FLOW TEST
City of San Antonio Fire Department
Building Permit Fire Flow Test Report

PROJECT INFORMATION

Project Name: NRP Salado Cliffs  32571-1474
Street Address: 
City, State, Zip Code: 

FIRE FLOW TESTING COMPANY INFORMATION

Name of individual preparing this report: Jeff Meeks
Company represented: American Backflow Services
Street address: 6514 Gin Road
City, State, Zip Code: Marion, Texas 78124
Phone Number: (210) 413-7790
Signature of individual preparing report attesting to the accuracy of data contained herein

Date of this report: 5 February 2020

WATER PURVEYOR INFORMATION

Name of individual witnessing flow test: Rigo Arambula
Name of water purveyor: San Antonio Water System
Telephone Number: 210-233-3252
Signature of water purveyor witness attesting to accuracy of data shown below on this page:

FIRE FLOW INFORMATION

Date and Time of flow test: 5 February 2020  09:00
Location of flow hydrant: F
Location of test hydrant: T
Theoretical fire flow available at 25 psi: 4745 g.p.m.
### FIRE FLOW TEST DATA SHEET

**PROJECT INFORMATION:**

Project Name:  
Street Address:  
City, State, Zip Code:  

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>TEST HYDRANT</th>
<th>FLOWING HYDRANT</th>
<th>FLOWING HYDRANT</th>
<th>TOTAL FLOW</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>T</td>
<td>F</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>STATIC (psig)</td>
<td>RESIDUAL (psig)</td>
<td>PITOT (psig)</td>
<td>DIA (in)</td>
</tr>
<tr>
<td>3/5/20</td>
<td>9:00</td>
<td>80</td>
<td>75</td>
<td>60</td>
<td>2½</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**SKETCH FLOW TEST LOCATION:**

[Sketch of location with streets and landmarks]
ATTACHMENT K
TITLE COMMITMENT
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

stewart title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

Stewart Title Guaranty Company
5600 Clearfork Main Street Ste 120
Fort Worth, TX 76109

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.
<table>
<thead>
<tr>
<th>IMPORTANT INFORMATION</th>
<th>AVISO IMPORTANTE</th>
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<tr>
<td>FOR INFORMATION, OR</td>
<td>PARA INFORMACION, O PARA SOMETER UNA QUEJA</td>
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<td>TO MAKE A COMPLAINT</td>
<td>LLAME AL NUMERO GRATIS</td>
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<tr>
<td>CALL OUR TOLL-FREE TELEPHONE NUMBER</td>
<td>1-800-729-1902</td>
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<td>1-800-729-1902</td>
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<td>ALSO</td>
<td>EL DEPARTAMENTO DE SEGUROS DE TEXAS AL</td>
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<td>YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT</td>
<td>1-800-252-3439</td>
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<td>1-800-252-3439</td>
<td>para obtener informacion sobre:</td>
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<td></td>
<td>1. como someter una queja en contra de una</td>
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<td>compania de seguros o agente de seguros,</td>
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<td>2. si una compania de seguros o agente de</td>
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<td>seguros tiene licencia,</td>
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<td>3. quejas recibidas en contra de una compania de</td>
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<td>seguros o agente de seguros,</td>
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<td>4. los derechos del asegurado, y</td>
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<td>5. una lista de publicaciones y servicios para</td>
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<td></td>
<td>consumidores disponibles a traves del Departamento.</td>
</tr>
</tbody>
</table>

You may also write to THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

También puede escribir al DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

FORM: Commitment for Title Insurance
Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy.

The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 20000230001

Effective Date:
December 29, 2019 at 8:00 AM

Issued
January 15, 2020 at 4:48 PM

1. The policy or policies to be issued are:
   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $710,000.00
      PROPOSED INSURED: NRP Properties LLC, an Ohio limited liability company
   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      --ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: $
      PROPOSED INSURED:
   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount: $
      PROPOSED INSURED:
      Proposed Borrower:
   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Binder Amount: $
      PROPOSED INSURED:
      Proposed Borrower:
   (f) OTHER -
      Policy Amount: $
      PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:
   Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:
   Rickaway Park, Inc.

4. Legal description of the land:
   Lot 8, Block 2, New City Block 13749, SALADO CREEK BUSINESS, UNIT 3, in the City of San Antonio, Bexar county, Texas, according to the plat thereof recorded in Volume 9537, Page 210 amended in Volume 9669, Page 84, of the Deed and Plat Records of Bexar County, Texas.

   **** Property I.D. 1230375****

STEWART TITLE
GUARANTY COMPANY
SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
   a. Those recorded in/under Volume 6963, Page 991, of the Real Property Records of Bexar County, Texas and Volume 9537, Page 210, amended in Volume 9669, Page 84, of the Deed and Plat Records of Bexar County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert
SCHEDULE B

EXCEPTIONS FROM COVERAGE

matters or delete this exception.

a. Building set back line, 25 feet from the Nacogdoches Road property line, as shown by plat recorded in/under Volume 9537, Page 210, amended in Volume 9669, Page 84, Deed and Plat Records, Bexar County, Texas.

b. Gas, electric, telephone and cable and telephone easement, 14 feet in width, along the Nacogdoches Road property line, as recorded in/under Volume 9537, Page 210, amended in Volume 9669, Page 84, Deed and Plat Records, Bexar County, Texas.

c. Electric, gas and telephone easement, 12 feet in width, along the side property line, as recorded in/under Volume 9537, Page 210, amended in Volume 9669, Page 84, Deed and Plat Records, Bexar County, Texas.

d. Rights of tenants, and assigns, as tenants only, under unrecorded lease agreements.

e. Easements, rights-of-ways, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.

f. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. We find no outstanding voluntary liens of record affecting the Land. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness, which could give rise to any security interest in the Land.

7. Company requires a corporate resolution of the Board of Directors of Rickaway Park, Inc. authorizing this current transaction and naming the Officers authorized to execute the necessary instruments, and obtain Certificate of Good Standing from the appropriate Secretary of State.

8. Company requires review of the Limited Liability Company agreement and all amendments thereto from NRP Properties, LLC, to determine who is authorized to execute documents in this transaction. Verify Limited Liability Company is registered with the Secretary of State.

9. Company requires that the record owner execute an Affidavit as to Debts and Liens evidencing the fact that no mortgages or other indebtedness affect the property in question.

10. **NOTE:** By virtue of Special Warranty Deed dated June 30, 2015, filed July 2, 2015, recorded in/under Volume 17326, Page 209, Official Public Records, Bexar County, Texas, from La Pala Investments, LLC.
The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation - 100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Guaranty Company - Commercial Services (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company - 100%

B-2: Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows: Stewart Information Services Corporation - 100%

B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
Matthew W. Morris, David C. Hisey, John L. Killea

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>Matthew W. Morris</td>
<td>Chairman, Chief Executive Officer and President</td>
</tr>
<tr>
<td>David C. Hisey</td>
<td>Chief Financial Officer, Assistant Secretary-Treasurer</td>
</tr>
<tr>
<td>John L. Killea</td>
<td>General Counsel</td>
</tr>
<tr>
<td>Denise Carraux</td>
<td>Secretary &amp; Assistant Treasurer</td>
</tr>
<tr>
<td>Ken Anderson, Jr.</td>
<td>Treasurer and Assistant Secretary</td>
</tr>
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</table>

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

<table>
<thead>
<tr>
<th>Policy</th>
<th>Premium</th>
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<tr>
<td>Owner's Policy</td>
<td>$0.00</td>
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<tr>
<td>Loan Policy</td>
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<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
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<tr>
<td>Other</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
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Of this total amount will be paid to Stewart Title Guaranty Company; will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

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<th>Amount</th>
<th>To Whom</th>
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<td>or %</td>
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.”
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

“Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.”

SIGNATURE

DATE
STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
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<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies.</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don't share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

<table>
<thead>
<tr>
<th>How often do the Stewart Title Companies notify me about their practices?</th>
<th>We must notify you about our sharing practices when you request a transaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do the Stewart Title Companies protect my personal information?</td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.</td>
</tr>
<tr>
<td>How do the Stewart Title Companies collect my personal information?</td>
<td>We collect your personal information, for example, when you request insurance-related services, provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
<tr>
<td>What sharing can I limit?</td>
<td>Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.</td>
</tr>
</tbody>
</table>

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056
Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

<table>
<thead>
<tr>
<th>Category</th>
<th>Examples</th>
<th>Collected?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Identifiers.</td>
<td>A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.</td>
<td>YES</td>
</tr>
<tr>
<td>B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).</td>
<td>A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.</td>
<td>YES</td>
</tr>
<tr>
<td>C. Protected classification characteristics under California or federal law.</td>
<td>Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).</td>
<td>YES</td>
</tr>
<tr>
<td>D. Commercial information.</td>
<td>Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.</td>
<td>YES</td>
</tr>
<tr>
<td>E. Biometric information.</td>
<td>Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.</td>
<td>YES</td>
</tr>
<tr>
<td>F. Internet or other similar network activity.</td>
<td>Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.</td>
<td>YES</td>
</tr>
<tr>
<td>G. Geolocation data.</td>
<td>Physical location or movements.</td>
<td>YES</td>
</tr>
<tr>
<td>H. Sensory data.</td>
<td>Audio, electronic, visual, thermal, olfactory, or similar information.</td>
<td>YES</td>
</tr>
<tr>
<td>I. Professional or employment-related information.</td>
<td>Current or past job history or performance evaluations.</td>
<td>YES</td>
</tr>
<tr>
<td>J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).</td>
<td>Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.</td>
<td>YES</td>
</tr>
<tr>
<td>K. Inferences drawn from other personal information.</td>
<td>Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.</td>
<td>YES</td>
</tr>
</tbody>
</table>
Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.
Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.
Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request’s receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Changes to Our Privacy Notice**

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

**Contact Information**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** [http://stewart.com/ccpa](http://stewart.com/ccpa)

**Email:** Privacyrequest@stewart.com

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056