PROPOSED DEVELOPMENT
OF A MULTIFAMILY COMPLEX
(FIESTA TRAILS APARTMENTS)
SAN ANTONIO, TEXAS
DUE DILIGENCE REPORT

February 24, 2020
MBC Job. No. 32572-1075

PREPARED BY:

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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 ±17.7 acres of land into a 74-unit apartment complex. The project site exists as two undeveloped and unplatted parcels and one parcel containing a private driveway within the City Limits of San Antonio, Texas.

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 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-25 zoning district is recommended and is assumed for the discussion within this report.

The current site plan cannot meet the front setback requirement due to the unusual tract shape and existing utility easements. An Administrative exception variance request (AEVR) will need to be submitted to the city for approval.

A driveway permit should not be required from TxDOT or the City of San Antonio since access will be from a private drive. The project itself should not trigger any traffic improvements. However, since the driveway is being shared with existing developments, the added traffic could put the driveway over the City and TxDOT’s threshold for a deceleration lane. It is unlikely this would be required but, if it was to be requested, the cost of improvements would likely exceed the amount required by rough proportionality.

The site will need to be platted. The final limits of the plat should be discussed as the project moves forward. Platting the portion of the tract that will remain undeveloped should not be required.
Tree preservation on this project could be a significant issue that may impact the proposed development and cost depending on the way it is handled. The site appears to be very dense with understory and brush which will make tree surveying difficult and time consuming. Trees should be discussed very early during the design process to determine the impacts to the proposed site layout. Using some of the undeveloped land to meet preservation requirements may be needed. This site may lend itself to using a tree canopy preservation method due to the dense tree cover and large undeveloped portion. This should be discussed in with the City and landscape architect at the beginning of the design phase.

The site is not located over the Edwards Aquifer Recharge Zone. A corner of the site is within an area that requires mandatory detention but the watershed drains away from this area. Mandatory detention should not be required. However, the site is steep and drainage design should be done in a manner to avoid negative impacts downstream. A downstream drainage study will be needed to determine if storm water detention is needed. In this case, on-site detention may be the more desirable option given the existing development and drainage infrastructure downstream.

Rezoning will be required for the site to be developed as a multifamily project. The site is currently zoned C-3, C-3R and is within Urban Corridor District 1 (UC-1) and will need to be rezoned to MF-25 based on the desired number of units. Additional site planning review may be required with the UC-1 district and will need to be coordinated during the permit submittal.

Utilities are generally available within the public right of way of IH 10 and surrounding boundary. The flow test on the existing system showed low pressures. Booster pumps for fire, domestic and possibly irrigation systems may be required.

**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 east side of the IH 10 frontage road approximately 3,000 feet south of the Dezavala Road/IH 10 intersection. The site is comprised of three tracts totaling 17.7 acres and mostly undeveloped with many trees. A shared private drive lane, accessing IH 10, exists on the tract and will need to remain for use by surrounding developments and the apartment project. Electrical transmission power lines extend along the southern boundary line and will need to be factored into the design. The property has steep topography with average slopes ranging from approximately 2.5% up to 35% on some embankment areas. However, only a portion of the site is to be used for the apartment developed with the improvements being on the higher elevations near IH 10. The slopes within the area to be developed are between 3-5%. Based on aerial topography, the highest elevation is 1,056 feet and the lowest elevation is 1,000 feet over the entire 17 acre parcel. The site plan will be designed to ensure that any vertical improvements are clearly outside the 75' electrical easement area in accordance with CPS policy.

ZONING (BUILDING SETBACKS/DENSITIES/HEIGHT):
The site is currently zoned C-2 (Commercial), C-3 (General Commercial) and C-3R (General Commercial Restrictive Alcoholic Sales) within Urban Corridor District (UC-1). The current zoning does not allow multifamily developments so the site will need to be re-zoned.

For the purposes of this report, rezoning to MF-25 (Multi-Family District with maximum density of 25 units per acre) will be assumed based on the desired number of units. The zoning restrictions and setbacks for the proposed zoning of MF-25 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 10’ landscape buffer is required for the portion of the property along IH 10

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. Additional setback restrictions may apply based on the urban corridor district section listed below.

The current site plan cannot meet the front setback requirement due to the unusual tract shape and existing utility easements. An AEVR will need to be submitted to the city for approval.
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-25 zoning has a building height restriction of 35 feet. This height limit may be increased as the building is setback from the property line. Per the City of San Antonio UDC the building height is “measured from the average elevation of the finished lot grade at the front of the building to the highest point of ceiling of the top story in the case of a flat roof; to the deckline of a mansard roof; and to the average height between the plate and ridge of a gable, hip or gambrel roof”.

Military Lighting Overlay District MLOD - (Camp Bullis) - Zoning Restrictions:
This overlay district establishes regulations for outdoor lighting impacting military operations within five (5) miles of the perimeter of Camp Bullis Military Base.

IH 10 Urban Corridor District (UC-1):
This project is within an urban corridor district that has additional requirements pertaining to setbacks, screening and signage. The building setback against IH10 (expressway) is restricted to 0 to 60ft. As mentioned above, an AEVR will be required due to the unusual tract shape and utility easements. Additional criteria can be found at the following location https://library.municode.com/tx/san_antonio/codes/unified_development_code?nodeId=ARTIIIZO_DIV4OVDI_S35-339URCODI1987

SUBDIVISION REQUIREMENTS/PLATTING
The following is a discussion of the public sector planning:
1. The site is not located within a specific sector of the Future Land Use Plan based on the City’s GIS maps. However, it is located within a Master Development Plan (MDP). The MDP does not appear to have any specific restrictions or requirements that will impact the development but it is recommended that this be reviewed by a development attorney for verification.
2. The site will be required to go through the City of San Antonio’s platting process. This project should be able to be processed as a minor plat with no public improvements
3. Multi-family projects are required to dedicate 1 acre of parkland for every 114 units. Based on a 74 unit complex, the required dedication for this project is 0.6 acres. The parkland requirements may be mitigated by 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 $48,500; 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 numbers are 561544, 561421 and 1009794. According to the Bexar County Appraisal District, Millage rates for the property are shown in the table below.

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<tr>
<th>Taxing Jurisdiction</th>
<th>2019 Tax Rate</th>
</tr>
</thead>
<tbody>
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<td>Bexar County Rd &amp; Flood Fund</td>
<td>0.023668</td>
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<tr>
<td>Sa River Authority</td>
<td>0.018580</td>
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<tr>
<td>Alamo Com College</td>
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<tr>
<td>Univ Health System</td>
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<td>Bexar County</td>
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<tr>
<td>City of San Antonio</td>
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<tr>
<td>Northside ISD</td>
<td>1.130550</td>
</tr>
</tbody>
</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 UC-1 district imposes additional signage requirements that need to be reviewed during the design.

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 coverage for the structure.

An irrevocable ingress/egress easement will need to be platted along the private drive to maintain fire access for the existing businesses using this access for fire protection.
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 off of a private street from IH 10. Access directly onto IH 10 will not be permitted by TxDOT and would likely be difficult due to conflicts with exiting utilities. A driveway permit should not be required from TxDOT or the City of San Antonio since access will be from a private drive. The project itself should not trigger any traffic improvements. However, since the driveway is being shared with existing developments, the added traffic could put the driveway over the City and TxDOT’s threshold for a deceleration lane. It is unlikely this would be required but, if it was to be requested, the cost of improvements would likely exceed the amount required by rough proportionality.

IH 10 is classified as a freeway. The frontage road access to the site has four lanes with a posted speed of 50mph. Based on the surrounding development and the list of proposed TxDOT projects, additional right of way dedication is not anticipated for the development. However, in the event a deceleration lane is required, additional right of way may need to be dedicated for these improvements. It is unlikely any dedication would be required due to the rough proportionality limit mentioned above.

This City of San Antonio requires public sidewalks along the public 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 Primary Arterial/Freeway. Construction of a 10’ wide multiuse path is recommended within the right of way that will meet both of these requirements. A TxDOT permit will be required for the sidewalk (or any improvements) within the TxDOT Right of way. In this case, it may be possible to construct the multiuse path on private property. A pedestrian easement would be required but it would provide flexibility on the location and avoid a TxDOT permit.

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 74 dwelling units, this development would generate 42 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 $157,701 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.
**EASEMENTS:**

Our firm has prepared a survey of this site which includes a title company review. There is an existing 75 foot electric transmission easement, containing transmission lines, traversing west to east along the southern portion of the property and a 15 foot utility easement along the majority of the perimeter. Along rear of the commercial development, (Lot 3) a 25 foot no build easement, 12 foot electrical and 30’ drainage easement have been recorded. Overhead electric lines bisect the portion of the tract that is to remain undeveloped within a 28 foot electric easement. A 60 foot interceptor drainage easement was platted with the residential neighborhood along the entire eastern boundary. A 60’ ingress egress easement extends from IH 10 containing the private drive that will be used by the development. The completed survey is included with the report showing the current plottable easements within the project boundary.

The existing electric transmission lines will need to be analyzed by CPS Energy to determine the “blow-out” of the lines in windy conditions. Further discussion with CPS is recommended to ensure that additional easements will not be requested during platting. However, the current site plan provides sufficient room if the current easement needs to be expanded. An indemnity agreement will be required for any improvements within the easement. This is a lengthy process and should be submitted to CPS as soon as possible during the design process. While parking and driveways are permitted within this easement, CPS generally does not permit extensive grading, walls or anything that would impede access through the easement. The site has been designed to ensure that vertical improvements are clearly outside of the 75’ areas, making the project acceptable to CPS Energy and meeting CPS Energy standards for distance and safety requirements.

**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 platting and 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 boundary survey of the tract. This survey is included with this. See attachment “B” for the survey.

The survey review indicated several easements that will need to be taken into account with the conceptual site plan.

The project site is currently unplatted and will need to go through the City’s platting process.

**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**
The minimum parking requirement is 1.5 spaces per dwelling unit and the maximum is 2.0 spaces per dwelling unit. The site is 74 units; therefore, it would require a minimum of 111 total spaces and cannot exceed 148. The current site plan will meet the minimum requirements. A minimum of 12 bicycle spaces will also be required per city code.

**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 full tree survey has not been conducted but it appears there may be many protected and heritage trees on the site. 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 be a significant issue that could impact the proposed development and cost. Additionally, the site appears to be very dense with understory and brush which will make tree surveying difficult and time consuming. Trees should be discussed very early during the design process to determine how to proceed with the final site plan. Using some of the undeveloped land to meet preservation requirements may be needed. This site may lend itself to using a tree canopy preservation method due to the dense tree cover and large undeveloped portion. This should be discussed in with the City and landscape architect at the beginning of the design phase.

**UTILITIES:**

**Water:**
Based on SAWS water maps, there is an existing 12-inch AC water main on along IH 10 and a 12” PVC main within the private street abutting the site. Making the connecting to the main within the private street is recommended as it would avoid possible conflicts with other utilities as well as a TxDOT utility permit.

The site is located within the Middle Elevation Pressure Zone 8 water service area as determined by SAWS. SAWS requires that an impact fee of $4,908 per Equivalent Dwelling Unit (EDU) be assessed in this service area.

A fire flow test was performed on the existing 12” water main within the private road. The results of the flow test show low pressures. The static pressure as tested was 44 psi and the residual pressure was 41 psi. The theoretical fire flow at 25 psi would be 2,751 gallons per minute (gpm). These pressures are likely inadequate for domestic and fire protection (and likely irrigation) for the project. On-site booster pumps should be factored into the design of this project.

An additional test has been ordered along the main within IH 10 with similar low pressures. A copy of the current test is located as an attachment within this report.

**Sewer:**
There is an existing 8” sewer main stubbed into the property from residential subdivision to the east. A private sewer from the complex will need to be extended through the site to make this connection.

The site is located with the SAWS Middle Leon Creek and Olmos Creek-San Antonio River wastewater service area. SAWS requires that an impact fee of $3,451 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.

**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 IH 10 Frontage Road and along the southern 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 4” gas main on the project side of IH 10. 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.

Water 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. 48029C0240G, 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 steep topography with average slopes ranging from approximately 2.5% up to 35% on some embankment areas. However, only a portion of the site is to be used for the apartment developed with the improvements being on the higher elevations near IH 10. The slopes within the area to be developed are between 3-5%. The property generally drains from the west to the east into a 50’ inceptor drainage easement. The runoff is then conveyed in a drainage system through the neighborhood. The current site plan shows a storm water detention pond but the majority of the project and the watershed is not within a mandatory detention area. A corner of the site is within an area that requires mandatory detention but the watershed drains away from this area. Mandatory detention should not be required. In order to avoid constructing a storm water detention pond, a downstream drainage study, analyzing runoff 2,000’ downstream of the site, would be required to show no adverse impact as a result of the development. The City of San Antonio has recently changed all of its rainfall intensities as a result of the ATLAS 14 study. A downstream analysis will be extensive due to the age of the downstream development and updated hydrology requirements. If detention is not provided, the development will be required to pay a Fee-In-Lieu (FILO) of detention into the City’s Regional Stormwater
Management Program. The fee for multifamily projects is $0.20 per square foot of impervious cover.

In this case, construction of a detention pond may be the more cost effective option instead of a downstream study and possible offsite improvements.

**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 Notice of Intent, a Notice of Termination, 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.

A driveway permit through TxDOT will be required for driveway connection to TxDOT right of way. An application to construct access driveway facilities will need to be submitted to TxDOT to begin the plan review process. The plan review process is typically 2 months depending on scope and complexity.

The site must be platted prior to receiving certificates of occupancy for proposed buildings. A building permit may be obtained prior to plat recordation. The platting process helps ensure that streets, parks and utilities can adequately serve new development. It also minimizes hazards by
ensuring that new development is sensitive to environmental considerations such as tree preservation, floodplains and drainage. The review time for a minor plat involving TxDOT is about 5 to 8 months and can run concurrently with the building permit process. A major plat would be required if the private street and public utilities extensions were done as part of the apartment project.

The following represents anticipated fees required for this development:

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<th>Fee</th>
<th>Amount</th>
<th>Notes</th>
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<td>City of San Antonio Drainage Fee-in-Lieu of Detention</td>
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<td>(on-site detention is proposed)</td>
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<tr>
<td>City of San Antonio Parkland Fees</td>
<td>$0.00</td>
<td>(Assumes project will meet all required on-site dedication)</td>
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<td>Re-Zoning Fee</td>
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<tr>
<td>City of San Antonio Platting Fee Estimate</td>
<td>$5,115.00</td>
<td>(assumes a minor plat and includes a $3,250 arborist fee.)</td>
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<td>SAWS Impact Fees</td>
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<td>Domestic Water (74 Units, 37 EDUs)</td>
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<td>Irrigation (1.5&quot; meter)</td>
<td>$24,540.00</td>
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</tr>
<tr>
<td>Sanitary Sewer (74 Units, 37 EDUs)</td>
<td>$127,687.00</td>
<td></td>
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<tr>
<td>Total SAWS Impact Fees</td>
<td>$333,823.00</td>
<td>(Assumes no participation in the City's Fee Waiver Program)</td>
</tr>
<tr>
<td>San Antonio Permit Fee Estimate</td>
<td>$22,968.02</td>
<td>(Based on Construction Valuation estimated per COSA IB 141)</td>
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<tr>
<td>Total Fees:</td>
<td>$373,820.42</td>
<td>(Based on estimated rough proportionality for apartment project only, may or may not apply)</td>
</tr>
<tr>
<td>Off-Site Street Improvements</td>
<td>$157,701.00</td>
<td></td>
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</table>

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 should be reviewed closely with the landscape architect regarding protection/mitigation. A tree survey will be required.
2. The site will need to be re-zoned to MF-25.
3. A downstream drainage study will be required to determine if detention is required.
4. Grading and drainage will need to be factored into the site design.
5. It is recommended to obtain Environmental, Archaeological, Geotechnical and Historical studies to further identify any potential impacts to the proposed development.
6. Gas service requirements need to be confirmed with CPS Energy, if gas service is required for this project.
7. A meeting with CPS is recommended at the start of the design to discuss improvements within the transmission easements.
INDEX OF ATTACHMENTS:

A. Location Map/Aerial Topographic exhibit
B. Survey
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
   4. Edwards recharge map
   5. Mandatory detention
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
L. MDP
ATTACHMENT A
LOCATION MAP/AERIAL
ATTACHMENT B

SURVEY
ATTACHMENT D
BEXAR CAD TAX MAP
## Bexar CAD

### Property Search > 561544 FIESTA TRAILS HILLTOP LP for Year 2019

### Property

#### Account
- **Property ID:** 561544  
- **Legal Description:** NCB 14857 P-88  
- **Geographic ID:** 14857-000-0881  
- **Zoning:** C-3 C-3R  
- **Type:** Real  
- **Agent Code:** 60709  
- **Property Use Code:** 099  
- **Property Use Description:** VACANT LAND

#### Location
- **Address:** 12485 W INTERSTATE 10  
  SAN ANTONIO, TX 78230  
- **Mapsco:** 548E2  
- **Neighborhood:** NBHD code14040  
- **Map ID:** 548E2  
- **Neighborhood CD:** 14040

#### Owner
- **Name:** FIESTA TRAILS HILLTOP LP  
- **Owner ID:** 436814  
- **Mailing Address:** % LOGANS ROADHOUSE INC  
  70 NE LOOP 410 STE 450  
  SAN ANTONIO, TX 78216-5886

#### Values

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(+) Improvement Homesite Value</td>
<td>$0</td>
</tr>
<tr>
<td>(+) Improvement Non-Homesite Value</td>
<td>$0</td>
</tr>
<tr>
<td>(+) Land Homesite Value</td>
<td>$0</td>
</tr>
<tr>
<td>(+) Land Non-Homesite Value</td>
<td>$2,597,250</td>
</tr>
<tr>
<td>(+) Agricultural Market Valuation</td>
<td>$0</td>
</tr>
<tr>
<td>(+) Timber Market Valuation</td>
<td>$0</td>
</tr>
<tr>
<td>(=) Market Value</td>
<td>$2,597,250</td>
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<tr>
<td>(=) Appraised Value</td>
<td>$2,597,250</td>
</tr>
<tr>
<td>(=) Assessed Value</td>
<td>$2,597,250</td>
</tr>
</tbody>
</table>

#### Taxing Jurisdiction
- **Owner:** FIESTA TRAILS HILLTOP LP  
- **% Ownership:** 100.0000000000%  
- **Total Value:** $2,597,250
Improvement / Building

No improvements exist for this property.

Land

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<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>
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<td>250470.00</td>
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Roll Value History

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<th>Ag Valuation</th>
<th>Appraised</th>
<th>HS Cap</th>
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<tr>
<td>2020</td>
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<td>N/A</td>
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<td>$2,000,000</td>
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Deed History - (Last 3 Deed Transactions)

<table>
<thead>
<tr>
<th>#</th>
<th>Deed Date</th>
<th>Type</th>
<th>Description</th>
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<th>Page</th>
<th>Deed Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9/3/2003</td>
<td>Deed</td>
<td>Deed</td>
<td>FIESTA TRAILS HILLTOP</td>
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<td>2040</td>
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<tr>
<td>2</td>
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<td>Deed</td>
<td>Deed</td>
<td>FIESTA TRAILS LTD PARTSHIP</td>
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<td>0</td>
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</table>

2020 data current as of Feb 7 2020 1:24AM.
2019 and prior year data current as of Feb 7 2020 5:22PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.
Property Search > 561421 FIESTA TRAILS HILLTOP LP for Year 2019

Property

Account
Property ID: 561421
Geographic ID: 14857-000-0019
Type: Real
Property Use Code: 099
Property Use Description: VACANT LAND

Protest
Protest Status:
Informal Date:
Formal Date:

Location
Address: W IH 10
SAN ANTONIO, TX 78230
Neighborhood: NBHD code14040
Neighborhood CD: 14040
Mapsco: 548E2
Map ID:

Owner
Name: FIESTA TRAILS HILLTOP LP
Mailing Address: % LOGANS ROADHOUSE INC
70 NE LOOP 410 STE 450
SAN ANTONIO, TX 78216-5886
Owner ID: 436814
% Ownership: 100.0000000000%

Values

(+) Improvement Homesite Value: + $0
(+) Improvement Non-Homesite Value: + $25,000
(+) Land Homesite Value: + $0
(+) Land Non-Homesite Value: + $940,880 Ag / Timber Use Value
(+) Agricultural Market Valuation: + $0 $0 $0
(+) Timber Market Valuation: + $0 $0 $0

--------------------------
(=) Market Value: = $965,880
(–) Ag or Timber Use Value Reduction: – $0
--------------------------
(=) Appraised Value: = $965,880
(–) HS Cap: – $0
--------------------------
(=) Assessed Value: = $965,880

Taxing Jurisdiction
Owner: FIESTA TRAILS HILLTOP LP
% Ownership: 100.0000000000%
Total Value: $965,880

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<th>Entity</th>
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<th>Tax Rate</th>
<th>Appraised Value</th>
<th>Taxable Value</th>
<th>Estimated Tax</th>
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Taxes w/Current Exemptions: $25,198.19
Taxes w/o Exemptions: $25,198.19

Improvement / Building

**Improvement #1:** Commercial  **State Code:** F1  **Living Area:** sqft  **Value:** $25,000

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<th>Description</th>
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Land

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<th>Type</th>
<th>Description</th>
<th>Acres</th>
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<th>Eff Front</th>
<th>Eff Depth</th>
<th>Market Value</th>
<th>Prod. Value</th>
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<tbody>
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Roll Value History

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<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>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
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<td>$0</td>
<td>$965,880</td>
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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>Volume</th>
<th>Page</th>
<th>Deed Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9/3/2003</td>
<td>Deed</td>
<td>Deed</td>
<td>FIESTA TRAILS HILLTOP</td>
<td>10335</td>
<td>2040</td>
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</tr>
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</table>

2020 data current as of Feb 7 2020 1:24AM.
2019 and prior year data current as of Feb 7 2020 5:22PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.
Bexar CAD

Property Search > 1009794 FIESTA TRAILS HILLTOP LP for Year 2019

Property

Account
Property ID: 1009794
Geographic ID: 14857-000-0175
Type: Real
Property Use Code: 095

Property Use Description: EASEMENT LAND

Legal Description: NCB 14857 BLK LOT SE IRR 729.13FT OF 17
Zoning: C-3
Agent Code: 60709

Protest

Protest Status:
Informal Date:
Formal Date:

Location
Address: W IH 10 W
SAN ANTONIO, TX 78230
Mapsco: 548E2
Neighborhood: NBHD code14040
Neighborhood CD: 14040

Owner
Name: FIESTA TRAILS HILLTOP LP
Mailing Address: % LOGANS ROADHOUSE INC
70 NE LOOP 410 STE 450
SAN ANTONIO, TX 78216-5886
Owner ID: 436814
% Ownership: 100.0000000000%

Values

(+) Improvement Homesite Value: + $0
(+) Improvement Non-Homesite Value: + $0
(+) Land Homesite Value: + $0
(+) Land Non-Homesite Value: + $280
(+) Agricultural Market Valuation: + $0 $0
(+) Timber Market Valuation: + $0 $0

(=) Market Value: = $280
(–) Ag or Timber Use Value Reduction: – $0

(=) Appraised Value: = $280
(–) HS Cap: – $0

(=) Assessed Value: = $280

Taxing Jurisdiction
Owner: FIESTA TRAILS HILLTOP LP
% Ownership: 100.0000000000%
Total Value: $280
### Improvement / Building

No improvements exist for this property.

### Land

<table>
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<tr>
<th>#</th>
<th>Type</th>
<th>Description</th>
<th>Acres</th>
<th>Sqft</th>
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### Roll Value History

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<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>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>280</td>
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### Deed History - (Last 3 Deed Transactions)

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<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 Number</th>
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</table>

2020 data current as of Feb 14 2020 1:25AM. 2019 and prior year data current as of Feb 7 2020 5:22PM For property information, contact (210) 242-2432 or (210) 224-8511 or email. For website information, contact (210) 242-2500.
ATTACHMENT E
COSA PERMIT FEE ESTIMATE
### Commercial/Residential:

**Type of Work:** *New*

**Tree Affidavit Option:** *P2*

**# of Acres:** *17*

**Valuation:** *341000*

### Tree Options Description

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

---

**Minimum Fees Due at Time of Submission:**

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fee Amount</th>
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<tbody>
<tr>
<td>PLAN REVIEW FEE</td>
<td>$629.90</td>
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<tr>
<td>TREE CANOPY - COMMERCIAL</td>
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<tr>
<td>REVIEW FEE COMMER TREE PRESERV</td>
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<tr>
<td>PERMIT FEE COMMER TREE PRESERVATION</td>
<td>$2,975.00</td>
</tr>
<tr>
<td>TECH SURCHARGE</td>
<td>$18.90</td>
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<tr>
<td>DEV SVC SURCHARGE</td>
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</table>

**Total:** $4,167.70

---

**Minimum Fees Due for Permit Issuance:**

<table>
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<tr>
<th>Fee Type</th>
<th>Fee Amount</th>
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<tbody>
<tr>
<td>PERMIT FEE BUILDING</td>
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<td>LANDSCAPE FEE</td>
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<tr>
<td>DEV SVC SURCHARGE</td>
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**Total:** $1,260.11
### PLAN FEE ESTIMATOR

**Commercial/Residential:**
- Type of Work: New
- Tree Affidavit Option: PAID
- # of Acres: 6
- Valuation: 2420678

#### Tree Options

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

### 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>$2,684.15</td>
</tr>
<tr>
<td>TREE PRESERV VALIDATION FEE</td>
<td>$100.00</td>
</tr>
<tr>
<td>TECH SURCHARGE</td>
<td>$80.52</td>
</tr>
<tr>
<td>DEV SVC SURCHARGE</td>
<td>$80.52</td>
</tr>
</tbody>
</table>

Total: $2,845.19

### 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>$5,252.00</td>
</tr>
<tr>
<td>LANDSCAPE FEE</td>
<td>$322.76</td>
</tr>
<tr>
<td>TECH SURCHARGE</td>
<td>$167.24</td>
</tr>
<tr>
<td>DEV SVC SURCHARGE</td>
<td>$167.24</td>
</tr>
</tbody>
</table>

Total: $5,586.48

---

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Office of Equity (Equity) ADA Compliance (ada) Telecommuting (easi) Site Map (websitemap) Open Records (opengovernment) Contact Us (contact)
**PLAN FEE ESTIMATOR**

**Commercial/Residential:**
- Type of Work: New
- Tree Affidavit Option: PAID
- # of Acres: 6
- Valuation: 2359790

**Tree Options Description**

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLAN REVIEW FEE</td>
<td>$2,638.40</td>
</tr>
<tr>
<td>TREE PRESERV VALIDATION FEE</td>
<td>$100.00</td>
</tr>
<tr>
<td>TECH SURCHARGE</td>
<td>$79.15</td>
</tr>
<tr>
<td>DEV SVC SURCHARGE</td>
<td>$79.15</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$2,796.70</strong></td>
</tr>
</tbody>
</table>

**Minimum Fees Due at Time of Submission:**

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERMIT FEE BUILDING</td>
<td>$5,130.00</td>
</tr>
<tr>
<td>LANDSCAPE FEE</td>
<td>$317.72</td>
</tr>
<tr>
<td>TECH SURCHARGE</td>
<td>$163.43</td>
</tr>
<tr>
<td>DEV SVC SURCHARGE</td>
<td>$163.43</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$5,456.86</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.
### PLAN FEE ESTIMATOR

**MAINT. BLDG**

**Commercial/Residential:** Commercial

**Type of Work:** New

**Tree Affidavit Option:** PAID

**# of Acres:** 6

**Valuation:** 81049

#### 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

---

**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.

---

### Minimum Fees Due at Time of Submission:

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fee Amount</th>
<th>Fee Type</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLAN REVIEW FEE</td>
<td>$229.60</td>
<td>PERMIT FEE BUILDING</td>
<td>$574.00</td>
</tr>
<tr>
<td>TREE PRESERV VALIDATION FEE</td>
<td>$100.00</td>
<td>LANDSCAPE FEE</td>
<td>$52.76</td>
</tr>
<tr>
<td>TECH SURCHARGE</td>
<td>$6.89</td>
<td>TECH SURCHARGE</td>
<td>$18.80</td>
</tr>
<tr>
<td>DEV SVC SURCHARGE</td>
<td>$6.89</td>
<td>DEV SVC SURCHARGE</td>
<td>$18.80</td>
</tr>
</tbody>
</table>

**Total:** $243.38

---

### Minimum Fees Due for Permit Issuance:

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLAN REVIEW FEE</td>
<td>$229.60</td>
</tr>
<tr>
<td>TREE PRESERV VALIDATION FEE</td>
<td>$100.00</td>
</tr>
<tr>
<td>TECH SURCHARGE</td>
<td>$6.89</td>
</tr>
<tr>
<td>DEV SVC SURCHARGE</td>
<td>$6.89</td>
</tr>
</tbody>
</table>

**Total:** $611.60

---

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Office of Equity (/Equity)  ADA Compliance (/ada)  Telecommuting (/easi)  Site Map (/websitemap)  Open Records (/opengovernment)  Contact Us (/contact)
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 2/11/2020 at 7:45:47 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.

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

GIS MAPS

1. Zoning Map
2. USFW Wetlands Map
3. COSA Karst/GCW map
4. Edwards recharge map
5. Mandatory detention
ATTACHMENT H
LETTERS OF AVAILABILITY

1. Water and Wastewater
2. Electric and Gas
3. AT&T
4. Waste Management
January 29, 2020

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

RE: Proposed Apartment Complex, IH-10 and Woodstone Drive, San Antonio, Texas

Dear Mr. Miller:

This letter is in response to your request for information on the availability of service at IH-10 and Woodstone Drive, San Antonio, Texas by AT&T. This letter acknowledges that IH-10 and Woodstone Drive, San Antonio, Texas is located in an area served by AT&T. Any service arrangements for IH-10 and Woodstone Drive, 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 IH-10 and Woodstone Drive, 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 - Fiesta Trails, which is located on the East side IH-10 approximately 1200' North of Woodstone Dr. Waste Management can provide recycling and waste disposal services as needed for this location.

The point of contact for this location is:

Ben Hernandez
210-245-1887
bhernan7@wm.com

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

Jeff Fiedler
210-612-4199
jfiedler@wm.com

Thank you,

Ben Hernandez
Mr. Don Miller

Re: IH 10 W and Woodstone Pkwy 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 8 which has a static gradient of 1170 ft. The approximate maximum elevation of the tract is 1054 feet & 50 PSI and the approximate minimum elevation of the tract is 1000 feet & 74 PSI. There is an existing 12-inch water main along the east side of IH 10 W. and an existing 12-inch water main along the west side 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.
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 Middle Leon Creek and Olmos Creek-San Antonio River Watersheds. There is an existing 8-inch gravity sewer main approximately 250 feet southeast of the north corner of the property. 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>Upper</td>
<td>$2,800</td>
<td>$651</td>
<td>$3,451</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
1/24/2020

MBC Engineers
Attn: Don W. Miller
1035 Central Parkway N
San Antonio, TX 78232

Re: Letter of Availability (Electric and Gas)

Proposed Development: Apartment Complex located at IH 10 W and Woodstone Dr.

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.

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
Jenna Keylich
Customer Service Supervisor
Customer Engineering Department
ATTACHEMENT I

UTILITY MAPS

1. Water
2. Wastewater
3. Electric and Gas
ATTACHMENT J
FIRE FLOW TEST
City of San Antonio Fire Department
Building Permit Fire Flow Test Report

PROJECT INFORMATION

Project Name: NRP Fiesta Trails 32572-1075
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 13:25
Location of flow hydrant: E
Location of test hydrant: F
Theoretical fire flow available at 25 psi: 2571 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>TOTAL FLOW</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AM PM</td>
<td>STATIC (psi)</td>
<td>RESIDUAL (psi)</td>
<td>PITOT (psi)</td>
</tr>
<tr>
<td>3/20</td>
<td>1:25</td>
<td>44</td>
<td>41</td>
<td>32</td>
</tr>
</tbody>
</table>

SKETCH FLOW TEST LOCATION:
City of San Antonio Fire Department
Building Permit Fire Flow Test Report

PROJECT INFORMATION

Project Name: ________________________________
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: 17 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: 17 February 2020 09:00
Location of flow hydrant: P
Location of test hydrant: G
Theoretical fire flow available at 25 psi: 2299 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>P</th>
<th>FLOWING HYDRANT</th>
<th>FLOWING HYDRANT</th>
<th>TOTAL FLOW</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/7/20</td>
<td>0:900</td>
<td>40</td>
<td>37</td>
<td>33</td>
<td>1071</td>
<td>964</td>
</tr>
</tbody>
</table>

**SKETCH FLOW TEST LOCATION:**

Donation Station

Krispy Kreme

The Rug Store

Carrabba's Italian Grill

Chili's Grill & Bar

Ashley HomeStore

Gold's Gym

Fiesta Trails Hilltop

Wounded Warrior Project

INFINTI of San Antonio

BLACK WIDOW POWER SPORTS

Arthur Cycle Plex

Northside Alternative Middle School North

Irene L. Chavez Excel Academy

Lockhill School
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.

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.
IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELEPHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:
1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:
1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007
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. 20000230003

Effective Date:
January 09, 2020 at 8:00 AM

Issued
January 21, 2020 at 2:39 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: $
       PROPOSED INSURED:
   (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:
   Fiesta Trails Hilltop Limited Partnership formerly Fiesta Trails Limited Partnership as evidenced by name change

4. Legal description of the land:
   PRELIMINARY DESCRIPTION: SURVEY/METES AND BOUNDS REQUIRED.
   Approximately 17.7 acres of land, more or less, being out of the following surveys: the Anselmo Pru Survey No. 20; the William J. Locke Survey No. 328; the Barnabe Montalbo Survey No. 345, Abstract No. 493; the B.B.B. and C.R.R. Survey No 400, and the Sam Coker Survey No. 346, New City Block 14857, City of San Antonio, Bexar County, Texas, and also being out of a 124.534 acre tract described in Volume 5412, Page 1331, of the Real Property Records of Bexar County, Texas and also out of a 175.30 acre tract described in Volume 5614, Page 885, of the Real Property Records of Bexar County, Texas, and also part of Lot 17, New City Block 14857, Fiesta Trails Subdivision Unit 6, in the City of San Antonio, Bexar County, Texas, as recorded in Volume 9532, Page 29, of the Deed and Plat Records of Bexar County, Texas.
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. Recorded in/under Volume 5711, Page 360; Volume 5711, Page 460; Volume 6094, Page 1506; Volume 9094, Page 1506, Real Property Records; and Volume 9532, Page 29, Deed and Plat Records, Bexar County, Texas.
   (Provisions, if any, based on race, color, religion, sex, handicap, familial status or national origins are nullified.)

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 2019, 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 2019 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 matters or delete this exception.):
   a. 20 foot x 20 foot Easement granted to Southwestern Bell Telephone Company by instrument recorded in
EXCEPTIONS FROM COVERAGE

Volume 6497, Page 52, Deed Records of Bexar County, Texas; as modified by Volume 2199, Page 97, Real Property Records of Bexar County, Texas and as further modified by Volume 2612, Page 126, Real Property Records of Bexar County, Texas.

b. 75 foot CPS Electric Transmission line easement recorded in Volume 2428, Page 681 and Volume 2479, Page 489, Real Property Records of Bexar County, Texas.

c. Underground Utility easement granted to City of San Antonio by instrument recorded in Volume 4146, Page 1969, Real Property Records of Bexar County, Texas.

d. Sanitary Sewer Agreement by and between Fiesta Trails Limited Partnership and Rayco, Ltd., dated July 1, 1993, recorded in Volume 5711, Page 471, Real Property Records of Bexar County, Texas.

e. Terms and conditions of Road Extension Agreement by and between Fiesta Trails Limited Partnership and Rayco, Ltd., dated July 1, 1993, recorded in Volume 5711, Page 484, Real Property Records of Bexar County, Texas.

f. Terms and conditions of First Amended and Restated Operation and Easement Agreement recorded in Volume 6094, Page 1517, Real Property Records of Bexar County, Texas.

g. Terms, conditions, provisions and stipulations of Blanket Ingress and Egress Easement and Blanket Easements for Installation, Operation, Inspection, Maintenance and Repair of Utilities and Development Functions recorded in Volume 5711, Page 360, Real Property Records, Bexar County, Texas.

h. 15 feet Utility easement along all buildings and/or property lines as recorded in Volume 5711, Page 360, Real Property Records of Bexar County, Texas.

i. Easements as set out in restrictions recorded in/under Volume 5711, Page 360, Real Property Records, Bexar County, Texas.

j. Terms, conditions and provisions of the Option to Re-purchase and/or Right of First Refusal by and between Fiesta Trails Limited Partnership, as evidenced by the instrument thereof dated July 1, 1993, filed July 1, 1993, and recorded in/under Volume 5711, Page 360, Real Property Records, Bexar County, Texas.

k. Gas Right-of-Way Agreement granted to City Public Service Board of San Antonio by instrument recorded in Volume 6450, Page 1965, Real Property Records of Bexar County, Texas.

l. Sewer and Recycle Water Easement granted to San Antonio Water System Board of Trustees by instrument recorded in Volume 7049, Page 1635, Real Property Records of Bexar County, Texas.

m. Gas Right-of-Way Agreement granted to City Public Board of San Antonio by instrument recorded in Volume 7229, Page 1420, Real Property Records of Bexar County, Texas.

n. All terms, conditions and provisions of that certain Reciprocal Agreement, dated September 30, 2003, filed October 1, 2003, recorded in/under Volume 10336, Page 890, Real Property Records, Bexar County, Texas.

o. All terms, conditions and provisions of that certain Development and Reciprocal Agreement, dated November 24, 2004, recorded in Volume 11098, Page 520, Real Property Records, Bexar County, Texas.


q. Memorandum of Lease dated November 29, 1994, filed *, executed by and between Fiesta Trails Limited Partnership, and Brinker Texas, L.P. and evidenced by instrument recorded in/under Volume 6316, Page 1304, Real Property Records, Bexar County, Texas. (This document is not complete-I would have to order this)
SCHEDULE B

EXCEPTIONS FROM COVERAGE

r. Short Form Lease dated January 9, 1995, filed February 13, 1995, executed by and between Fiesta Trails
Limited Partnership, and Marshalls Department Store of San Antonio-DeZavala, Tx. Inc., and evidenced by
instrument recorded in/under Volume 6341, Page 909, Real Property Records, Bexar County, Texas.

s. Memorandum of Lease dated March 24, 1997, filed April 30, 1977, executed by and between Fiesta Trails
Limited Partnership, and Landry's Crab Shack, Inc., and evidenced by instrument recorded in/under Volume
7072, Page 1071, Real Property Records, Bexar County, Texas.

t. Short Form Lease dated November 6, 1998, filed November 20, 1998, executed by and between Fiesta Trails,
Ltd., and Fox & Hound of San Antonio, Ltd., and evidenced by instrument recorded in/under Volume 7718,
Page 608, Real Property Records, Bexar County, Texas.

u. Memorandum of Lease dated January 24, 2000, filed March 1, 2000, executed by and between Fiesta Trail
Limited Partnership, and Cost Plus, Inc., and evidenced by instrument recorded in/under Volume 8325, Page
196, Real Property Records, Bexar County, Texas.

v. Memorandum of Lease dated July 27, 2001, filed September 27, 2001, executed by and between Fiesta Trails,
Ltd., and Stein Mart, Inc., and evidenced by instrument recorded in/under Volume 9068, Page 472, Real
Property Records, Bexar County, Texas.

w. Building set back line, 25 feet from I.H. 10 (West) property line, as shown by plat recorded in/under Volume
9532, Page 29, and Volume 9558, Page 51, Deed and Plat Records, Bexar County, Texas.

x. Electric, gas and cable television easement, 14 feet in width, along the I.H. 10 (West) property line, as recorded
in/under Volume 9532, Page 29, Deed and Plat Records, Bexar County, Texas.

y. Existing Gas easement, 8 feet in width, as shown on plat recorded in/under Volume 9532, Page 29, Deed and
Plat Records, Bexar County, Texas.

z. Sanitary sewer easement, 16 feet in width, as shown on plat recorded in/under Volume 9531, Page 52, Deed and
Plat Records, Bexar County, Texas.

aa. Two (2) Private sanitary sewer easements, 10 feet in width, as shown on plat recorded in/under Volume 9532,
Page 29, Deed and Plat Records, Bexar County, Texas.

ab. Ingress/Egress easement, variable feet in width, as shown on plat recorded in/under Volume 9558, Page 51,
Deed and Plat Records, Bexar County, Texas.

ac. Undetermined easement, 3 feet in width, along the I.H. 10 (West) property line, as shown on plat recorded in/
under Volume 9558, Page 51, Deed and Plat Records, Bexar County, Texas.

ad. Interceptor drainage easement, 50 feet in width, as shown on plat recorded in/under Volume 9533, Pages
18-19, Deed and Plat Records, Bexar County, Texas.

ae. Electric, telephone and cable television easement, 14 feet in width, as shown on plat recorded in/under Volume
9533, Pages 18-19, Deed and Plat Records, Bexar County, Texas.

af. Electric, telephone and cable television easement, 16 feet in width, as shown on plat recorded in/under Volume
9533, Pages 18-19, Deed and Plat Records, Bexar County, Texas.

ag. Electric, telephone and cable television easement, undetermined feet in width, as shown on plat recorded in/
under Volume 9536, Pages 99-100, Deed and Plat Records, Bexar County, Texas.

ah. Property abuts a non-access or a limited access road, highway or freeway whereby ingress and egress to the
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

Property from this limited access road, highway or freeway is controlled by the Texas Department of Transportation.

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

- aj. Rights of tenants, and assigns, as tenants only, under currently effective lease agreements.

- ak. 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. The description of the subject property is a PRELIMINARY description only and not to be used for title insurance purposes. In this connection, Company is to be furnished with an acceptable, finalized survey and legal description of the real property to be insured for our inspection and approval. Upon review of said survey, additional exceptions and/or requirements may be made.

8. 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.

9. Company requires a copy of the limited partnership agreement, and all amendments thereto from Fiesta Trails Hilltop Limited Partnership, in order to determine who is authorized to execute documents in connection with the closing of this transaction. Company requires satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. Company requires all general partners to join in and evidence of the consent of all limited partners to the closing of this transaction, where appropriate.

10. 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.

11. By virtue of Special Warranty Deed dated July 1, 1993, filed July 1, 1993, recorded in/under Volume 5711, Page 258, Real Property Records, Bexar County, Texas, from Balous Miller. (as to 124.534 acres)
SCHEDULE C

By virtue of General Warranty Deed dated June 9, 1994, filed June 13, 1994, recorded in/under Volume 6103, Page 401, Real Property Records, Bexar County, Texas, from Rayco, Ltd. (as to 11.596 acres)

By virtue of Deed Evidencing Name Change dated September 3, 2003, filed October 1, 2003, recorded in/under Volume 10335, Page 2040, Real Property Records, Bexar County, Texas, from Fiesta Trails Limited Partnership, a Texas limited partnership. (as to 34.299 acres)
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:

Matthew W. Morris, Chairman, Chief Executive Officer and President
David C. Hisey, Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea, General Counsel
Denise Carraux, Secretary & Assistant Treasurer
Ken Anderson, Jr., Treasurer and Assistant Secretary

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>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>or</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>or</td>
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<td></td>
</tr>
<tr>
<td>or</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

*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>
</tr>
</thead>
<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
Effective Date: January 1, 2020

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.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- 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
May 25, 1993

Mr. Larry Heimer, P.E.
Vickery & Associates
7334 Blanco Road, Suite 109
San Antonio, Texas, 78216-4978

RE: Fiesta Trails Subdivision POADP #357

Mr. Heimer:

The City Staff Development Review Committee has reviewed your revised Fiesta Trails Subdivision Preliminary Overall Area Development Plan #357. Please find enclosed a signed copy for your files. You may now submit individual subdivision plat units at your convenience.

Although your plan was accepted, please be advised that the Vance Jackson extension will need to be platted, dedicated, and constructed or guaranteed at full width in conjunction with the first adjacent subdivision plat unit on either side of the street. Your notation on the POADP itself indicates a separate plat for the street which has not been submitted as of this date.

Please note that this action by the committee does not establish any commitment for the provision of utilities, services or zoning of any type now or in the future by the City of San Antonio. Additionally, this action does not confer any vested rights to plat under the existing Subdivision regulations. Any platting will have to comply with the Unified Development Code at the time of platting.

P. O. Box 839966  San Antonio, TX 78283-3966
(512) 299-7870  FAX (512) 299-7897  (512) 299-7245 TDD
Your cooperation in this matter is appreciated. If you have any questions or comments regarding this matter, please contact Alex Garcia. He may be reached at (210)299-7900, Monday through Friday, 7:45AM-4:30PM.

Sincerely,

[Signature]

David W. Pasley, AICP
Director of Planning
Department of Planning

DWP/ALG

cc: Herb Quiroga, RAYCO
    Andrew J. Ballard, P.E., Traffic Planning Engineer
May 5, 1993

Ms. Ruth Hampton  
Vickery & Associates, Inc.  
Suite 109  
7334 Blanco Road  
San Antonio, Texas, 78216

RE: Fiesta Trails Subdivision POADP #357

Ms. Hampton:

The City Staff Development Review Committee has reviewed your Fiesta Trails Subdivision Preliminary Overall Area Development Plan #357. However, your plan was not accepted for the following reasons:

1. Half-streets are prohibited by the Unified Development Code. You must provide for full ROW width dedication on the proposed Vance Jackson extension and annotate your plan accordingly.

2. The Traffic Design Engineer has a concern regarding the drainage structure and guardrails presently in the De Zavala parkway as well as the lack of curbs. Consequently, driveways may not be feasible for every lot along De Zavala Road. Shared or common driveways are recommended to minimize congestion between I.H. and Vance Jackson if you intend to maintain the current lot configuration.

3. Additionally, street ROW dedication will be required along De Zavala Road in accordance with the San Antonio Major Thoroughfare Plan.

P. O. Box 839966  San Antonio, TX 78283-3966  
(512) 299-7870  FAX (512) 299-7897  (512) 299-7245 TDD
This review and commentary is intended to be as comprehensive as possible and in consonance with the Unified Development Code. However, we reserve the right to comment further in the best interest of the City of San Antonio on any revised plan as may be submitted in the future. If you have any questions or comments regarding this matter, please contact Alex Garcia at 299-7900.

Sincerely,

[Signature]

David W. Pasley, AICP
Director of Planning
Department of Planning

DWP/ALG

cc: Andrew J. Ballard, P.E., Traffic Design Engineer
May 13, 1993

City of San Antonio
ATTN: Mr. David Pasley
Director of Planning
114 W. Commerce
Main Plaza Building, 4th Floor
San Antonio, Texas 78205

RE: Fiesta Trails Subdivision POADP No. 357

Dear Mr. Pasley:

As per our telephone discussion with Mr. Alex Garcia of your Department and after receiving your letter not accepting our plan, we have added additional notes to the POADP which will clarify the plan. Three items were listed in your letter dated, May 5, 1993 which were of concern to the City of San Antonio. The attached revised POADP contains three special notes which should address those concerns.

Since we are on a tight schedule for obtaining plat approval for our first three units, we request your assistance in expediting the process for this POADP. I would appreciate it if you would call me directly if you have any additional concerns or questions.

Sincerely yours,

VICKREY & ASSOCIATES, INC.

Larry Helmer, P.E.
Project Manager

Attachments: 6 copies of POADP

cc: Mr. Mike Birnbaum

7334 Blanco Road • Suite 109 • San Antonio, Texas 78216-4978 • 210-349-3271 • FAX 210-349-2561