



CITY OF FAIR OAKS RANCH

ZONING BOARD OF ADJUSTMENT (ZBOA) MEETING

Wednesday, May 15, 2024 at 6:30 PM

Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch

AGENDA

OPEN MEETING

1. Roll Call - Declaration of a Quorum
2. Pledge of Allegiance

CITIZENS and GUEST FORUM

To address the Board, please sign the Attendance Roster located on the table at the entrance of the Council Chambers. In accordance with the Open Meetings Act, the Zoning Board of Adjustment may not discuss or take action on any item which has not been posted on the agenda. Speakers shall limit their comments to five (5) minutes each.

3. Citizens to be heard

CONSENT AGENDA

All of the following items are considered to be routine by the Zoning Board of Adjustment, there will be no separate discussion on these items and will be enacted with one motion. Items may be removed by any Board Member by making such request prior to a motion and vote.

4. Approval of the October 12, 2022 Special ZBOA meeting minutes.

Christina Picioccio, TRMC, City Secretary

PUBLIC HEARING

5. The Zoning Board of Adjustment (ZBOA) of the City of Fair Oaks Ranch, Texas will conduct a public hearing to receive public testimony on the Variance Application No. ZBOA 2024-01 from the applicant Cude Engineers, on behalf of property owners Gerald W Rentz Jr. and Lisa Rentz, to grant variances for the property located at 8923 and 8979 Dietz Elkhorn Road, Boerne, TX.
 1. Zoning Board of Adjustments Commission (ZBOA) Chairperson opens the public hearing
 2. Staff presentation of the proposed zone change application
 3. Applicant presentation of the proposed zone application
 4. ZBOA receives public testimony for/against the proposed zone change application
 5. ZBOA Chairperson closes the public hearing
 6. ZBOA discusses the request, inclusive of asking questions of the applicant and staff

Lee Muñiz, P.E., CFM, Manager of Engineering Services

CONSIDERATION/DISCUSSION ITEMS

6. Consideration and possible action on the Variance Application No. ZBOA 2024-01 from the applicant Cude Engineers, on behalf of property owners Gerald W Rentz Jr. and Lisa Rentz, to grant variances for the property located at 8923 and 8979 Dietz Elkhorn Road, Boerne, TX.

Lee Muñiz, P.E., CFM, Manager of Engineering Services

REQUESTS

7. Request for Zoning Board of Adjustment topic needing information/research.

ADJOURNMENT

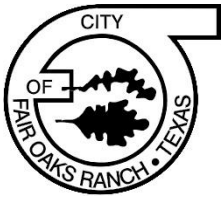
Signature of Agenda Approval: s/ Carole Vanzant

Carole Vanzant, Assistant City Manager

I, Christina Picioccio, TRMC, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the City's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times.

As per Texas Government Code 551.045, said Notice was posted by 6:30 PM, May 12, 2024 and remained so posted continuously for at least 72 hours before said meeting was convened. A quorum of City Council and various boards, committees, and commissions may attend the Zoning Board of Adjustment meeting.

The Fair Oaks Ranch Police Station is wheelchair accessible at the front main entrance of the building from the parking lot. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary's office at (210) 698-0900. Braille is not available.



CITY OF FAIR OAKS RANCH

ZONING BOARD OF ADJUSTMENT (ZBOA) MEETING

Wednesday, October 12, 2022 at 6:30 PM

Public Safety Training Room, Police Station, 7286 Dietz Elkhorn, Fair Oaks Ranch

MINUTES

OPEN MEETING

1. Roll Call - Declaration of a Quorum

Members Present: Chairperson Michael Rey, Dean Gaubatz, Rich Nichols, Jonathan Lisenby, and J.C. Taylor

With a quorum present, the meeting was called to order at 6:30 PM.

2. Pledge of Allegiance – The Pledge of Allegiance was recited in unison.

CITIZENS and GUEST FORUM

3. **Citizens to be heard** – There were no citizens to be heard.

CONSENT AGENDA

4. **Approval of the July 27, 2022 Special ZBOA meeting minutes.**

MOTION: Made by Board Member Lisenby, seconded by Board Member Gaubatz, to approve the Consent Agenda.

VOTE: 5-0; Motion Passed.

PUBLIC HEARING

5. **The Zoning Board of Adjustment of the City of Fair Oaks Ranch, Texas, conducted a public hearing to receive public testimony on the Variance Application No. ZBOA 2022-10-12 from Ms. Carmen Groth, applicant, on behalf of the property owner, G Leon Family Partnership LTD to grant variances for the property located at 28313 Leslie Pfeiffer Drive, Boerne, TX.**
 - A. Chairperson Michael Rey opened the public hearing at 6:32 PM
 - B. Consultant, Lata Krishnarao, provided a presentation of the Variance request
 - C. Applicant provided a presentation of the Variance request
 - D. ZBOA received no public testimony for/against the Variance request
 - E. Chairperson Michael Rey closed the public hearing at 7:08 PM
 - F. ZBOA discussed the request, inclusive of asking questions of the applicant and staff
 - G. ZBOA considered and took action on the Variances under the Consideration / Discussion Items portion of the agenda

CONSIDERATION/DISCUSSION ITEMS

6. **Consideration and possible action on the Variance Application No. ZBOA 2022-10-12 from Ms. Carmen Groth, applicant, on behalf of the property owner, G Leon Family Partnership LTD to grant the variances for the property located at 28313 Leslie Pfeiffer Drive, Boerne, TX.**

Variance # 2

MOTION: Made by Board Member Jonathan Lisenby, seconded by Chairperson Michael Rey, to deny the Variance #2.

VOTE: 5-0; Motion Passed.

Variance # 3

MOTION: Made by Board Member Jonathan Lisenby, seconded by Board Member J.C. Taylor, to grant Variance #3 due to the unique condition of this lot as being the final remaining undeveloped property in the City on the 1-10 frontage road with the condition that all other UDC requirements be met on this site.

VOTE: 5-0; Motion Passed.

Variance # 1

MOTION: Made by Board Member Jonathan Lisenby, seconded by Chairperson Michael Rey, to grant the Variance #1 due to the unique character of this lot as being the last remaining undeveloped mixed-use development lot with 1-10 frontage in our jurisdiction with the following conditions:

- 1. An 8’ wide landscaping screen be installed on I-10 and Leslie Pfeiffer.
- 2. All remaining requirements of the UDC be met on this lot.

VOTE: 5-0; Motion Passed.

7. **Consideration and possible action appointing a Chairperson and Vice-Chairperson.**

MOTION: Made by Board Member Jonathan Lisenby, seconded by Board Member Rich Nichols, to appoint Michael Rey to serve as the Zoning Board of Adjustment Chairperson.

VOTE: 5-0; Motion Passed.

MOTION: Made by Chairperson Michael Rey, seconded by Board Member Dean Gaubatz to appoint Jonathan Lisenby to serve as the Zoning Board of Adjustment Vice-Chairperson.

VOTE: 5-0; Motion Passed.

8. Consideration and possible action regarding changing the standing ZBOA meeting dates.

MOTION: Made by Vice Chairperson Jonathan Lisenby, seconded by Board Member Dean Gaubatz to schedule future meetings at 6:30 PM on the 3rd Wednesday of every month.

VOTE: 5-0; Motion Passed

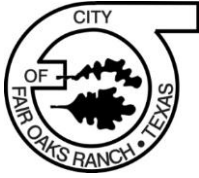
ADJOURNMENT

Chairperson Rey adjourned the meeting at 8:15 PM.

Michael Rey, Chairperson

ATTEST:

Christina Picioccio, TRMC
City Secretary



ZONING BOARD OF ADJUSTMENT PUBLIC HEARING CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: The Zoning Board of Adjustment (ZBOA) of the City of Fair Oaks Ranch, Texas, will conduct a public hearing to receive public testimony on the Variance Application No. ZBOA 2024-01 from the applicant Cude Engineers, on behalf of property owners Gerald W Rentz Jr. and Lisa Rentz, to grant variances for the property located at 8923 and 8979 Dietz Elkhorn Road, Boerne, TX. (Located within the City Limits of Fair Oaks Ranch)

DATE: May 15, 2024

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Lee Muñiz, P.E., CFM, Manager of Engineering Services

INTRODUCTION/BACKGROUND:

The applicant is proposing a development that will consist of a daycare/childcare facility located at 8923 and 8979 Dietz Elkhorn Road, northwest of the intersection of Dietz Elkhorn Road and Elkhorn Ridge. Street access to the development will be provided from Dietz Elkhorn Road. The property is not platted, and the site contains a single-family residential structure. The proposed daycare/childcare facility is approximately 13,500 square feet.

Current Zoning: Mixed Use Village

Proposed Use: Daycare/childcare facility (Permitted with Conditions)

Property Size: 4.289 acres

Variations Requested: On April 09, 2024, the applicant submitted a complete variance application requesting variances to the UDC sections listed below.

1. Variance from the requirements of UDC Section 6.8 (1) b (i) to vary the Build-to Zone (maximum building setback requirement) along Primary Frontage (Dietz Elkhorn Road) from 20 feet to 140 feet.
2. Variance from the requirements of UDC Section 6.8 (1) (d) (i) to allow surface parking in the area located between the building and the Dietz Elkhorn Road.

All Public Hearing notification requirements have been met. A newspaper notice was published in the Boerne Star newspaper on April 28, 2024 and mailed notices were sent to all property owners within 200 feet of the subject property on April 27, 2024. In addition, a sign was posted along the right-of-way frontage of the subject property by the applicant on April 28, 2024.

Detailed information on the requested variances are included in the attached staff report.

PUBLIC HEARING:

The sequence for conducting the public hearing is as follows:

1. Zoning Board of Adjustments Commission (ZBOA) Chairperson opens the public hearing
2. Staff presentation of the proposed zone change application
3. Applicant presentation of the proposed zone application
4. ZBOA receives public testimony for/against the proposed zone change application
5. ZBOA Chairperson closes the public hearing
6. ZBOA discusses the request, inclusive of asking questions of the applicant and staff

FUTURE STEPS:

The ZBOA will consider and take possible action on the requested variances under the Consideration/Discussion Items portion of the agenda.

LEGAL ANALYSIS:

The attached staff report and public hearing demonstrate compliance with the requirements as prescribed in the Texas Local Government Code and the City's Unified Development Code.

STAFF REPORT

To: Zoning Board of Adjustment

From: Public Works and Engineering Department

Date: May 15, 2024

Re: Variance Application No. ZBOA 2024-01 from the applicant Cude Engineers, on behalf of property owners Gerald W Rentz Jr. and Lisa Rentz, to grant the variances listed below for the property located at 8923 and 8979 Dietz Elkhorn Road, Boerne, TX. (Located within the City Limits of Fair Oaks Ranch)

SUMMARY:

The applicant is proposing a development that will consist of a childcare facility located at 8923 and 8979 Dietz Elkhorn Road, northwest of the intersection of Dietz Elkhorn and Elkhorn Ridge (see **Exhibit A: Subject Property Aerial Map**). The developer plans to plat and subdivide the 4.289-acre parcel into two lots, the first being approximately 2 acres and the second being approximately 2.289 acres. The Childcare Facility (Prep School) will be located on the western 2-acre lot which will be accessed from Dietz Elkhorn Rd.

The purpose of the City’s Unified Development Code (“UDC”) is to promote the public health, safety, and welfare of present and future citizens of the City of Fair Oaks Ranch. The UDC uses zoning to regulate the development of land within the city to achieve balanced growth and quality of life as defined by the citizens. The zoning designation of the property determines the permitted uses and development regulations that will be applicable to the development of the property.

Zoning Designation: The subject property is zoned Mixed Use Village (MU) (see **Exhibit B: Zoning Map**). Uses within this zoning district include commercial (office, retail, and restaurant) with a variety of residential uses also permitted. Section 6.8 (1) of the UDC states the MU zone includes areas within the City of Fair Oaks Ranch where the city encourages a mixture of uses that create pedestrian scaled commercial and residential development at major nodes in the city that generally conform to a Hill Country Design aesthetic. MU district is considered appropriate for sites that have direct access to primarily arterial, collector and connector streets. Development standards in this district require new buildings to create pedestrian friendly building frontages by locating the building closer to the streets and provide pedestrian access to the building from the street.

Proposed Use: The proposed childcare facility is permitted by right with conditions in this zone. The conditions include meeting minimum state requirements for such facilities, registration with the State of Texas, locating outdoor play areas behind front building lines and screening play areas adjacent to residential properties.

UDC Requirements: In UDC Chapter 6 Zoning Regulations, subsection 6.8 (1) (b) (i) Zoning Districts for Mixed Use Village, there are requirements for max building setback for primary frontages, which is 20 feet. Under section 6.8 (1) (d) (i), the UDC requires all surface parking to be located behind the principal building.

Variations Requested: On April 09, 2024, the applicant submitted a complete variance application (see **Exhibit C: Variance Application**) seeking to vary the maximum setback of the building and locational requirements for the parking lot. The following table shows a comparison of the requirements and the variances requested.

	Required by the UDC	Proposed by the applicant
Build-to Zone (maximum building setback requirement) along Primary Frontage (Dietz Elkhorn Road)	20'	140'
Surface parking in the area located between the building and the Dietz Elkhorn Road.	Not permitted	Between the building and the Dietz Elkhorn Road.

The applicant has provided a site plan for the proposed childcare facility (see **Exhibit D: Site Plan**) which will include a frontage building setback of 140 feet from Dietz Elkhorn Rd. The site plan shows the parking lot and loading area (drop-off/pick-up) located within the 140-foot setback area which will separate the building and Dietz Elkhorn Road.

SITE HISTORY:

The 4.289-acre property is located at 8923 and 8979 Dietz Elkhorn Road and was divided into three lots through meets and bounds back in 2006 and 2007. The subject property is not platted and contains a single-family residential structure. The property is currently zoned as Mixed Use Village. No other variances or zone changes have been requested previously.

REASON FOR THE REQUEST:

The applicant is requesting the variances to allow for construction of a daycare/childcare facility of approximately 13,500 square feet as shown in the site plan.

PUBLIC NOTICES/COMMENTS:

All Public Hearing notification requirements have been met. Newspaper notice was published in the Boerne Star newspaper on April 28, 2024 and mailed notices were sent to all property owners within 200 feet of the subject property (see **Exhibit E: Notification Map**) on April 27, 2024. In addition, a sign was posted along the right-of-way frontage of the subject property by the applicant on April 28, 2024. Although only limited responses have been received as of the date of agenda packet publication (see **Exhibits F and G**), staff will provide all responses at the Public Hearing.

CRITERIA FOR REVIEW:

In accordance with UDC Section 3.9 (9) Variance, the ZBOA may grant requests for a variance or exception to zoning-related development requirements in the Code. To grant a variance, it must find that the literal enforcement of the Code would result in unnecessary hardship, and that the spirit of the Code will be served by granting the variance. In determining whether to grant a variance, the ZBOA may take into account the nature of the proposed land use, the existing land in the vicinity, the number of persons who will reside or work in the proposed development, the possibility that a nuisance may be created, and the probable effects on traffic conditions and public health and welfare.

No variance should be granted unless the authorizing body finds that all the following apply:

1. There are extraordinary or special conditions affecting the land involved such that strict application of the provisions of this Code will deprive the applicant of a reasonable use of its land. For example, a Variance might be justified because of topographic, or other special conditions unique to the property and development involved, while it would not be justified due to inconvenience or financial disadvantage;
2. The Variance is necessary for the preservation of a substantial property right of the applicant;
3. Granting of the Variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this Code;
4. Conditions that create the need for the Variance do not generally apply to other property in the vicinity;
5. Conditions that create the need for the Variance are not the result of the applicant's own actions;
6. Granting of the Variance would not substantially conflict with the Comprehensive Plan and the purposes of this Code; and
7. Because of the conditions that create the need for the Variance, the application of this Code to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property.
8. Insufficient Findings. The fact that property may be utilized more profitably should a Variance be granted may not be considered, standing alone, as grounds for a Variance. Additionally, the following types of possible findings do not constitute sufficient grounds for granting a Variance:
 - a. Property cannot be used for its highest and best use;
 - b. There is a financial or economic hardship. There is a self-created hardship by the property owner his / her agent; or
 - c. The development objectives of the property owner are or will be frustrated.

The ZBOA may not grant a Variance when the effect of the Variance would allow any of the following:

1. The establishment of a use not otherwise permitted in the applicable Zoning District;
2. Increase the density of a use above that permitted by the applicable district;
3. A nonconforming use of land to be physically extended;
4. Change the Zoning District boundaries shown on the Official Zoning Map; or
5. Conflicts with any State or Federal regulations.

POSSIBLE ACTIONS:

The ZBOA may choose to approve some or all of the requested variances. The ZBOA may impose conditions on the approval of the Variance, as they deem appropriate, to mitigate any negative impacts on the surrounding properties or the City in general. The ZBOA may also table action if additional information is needed from staff or the applicant.

STAFF RECOMMENDATION:

The proposed building and site development will not meet the intent of the MU district, which is to require new buildings to create pedestrian friendly building frontages by being located closer to the street, and generally conform to a Hill Country Design aesthetic. However, the existing character of the general area is semi-rural in nature and adjacent single family residential structures along Dietz Elkhorn are located farther than 20 ft. from the right of way (most are 65-105 ft. from edge of ROW). A larger setback on this parcel will be similar to the existing nearby buildings and be compatible with the existing character of single-family residential use of the area. In addition, a larger setback would provide an opportunity to save existing trees along Dietz Elkhorn.

If the ZBOA recommends in favor of the variances, staff recommends that the following conditions be considered:

1. The development shall follow the layout in the attached Site Plan.
2. The sidewalk shall extend the entire length of the parcel and tie into the sidewalk at Elkhorn Ridge to promote pedestrian connectivity.
3. Provide a 25 foot wide landscaped strip and screening along all street frontages as per UDC Sec. 7.7 below:
 - a. Street trees: Spacing shall be an average of 30 feet on center. The minimum caliper size for each tree shall be 2 inches and shall be a minimum of 8 feet in height at planting. Each tree shall be planted in a planting area no less than 36 sq. feet. Species shall be native or adapted species selected from the Approved Plant List, found in Appendix B of the UDC.
 - b. Shrubs: 3-foot landscaped vegetative screen composed of shrubs planted to be opaque at maturity (see Figure 7-16).

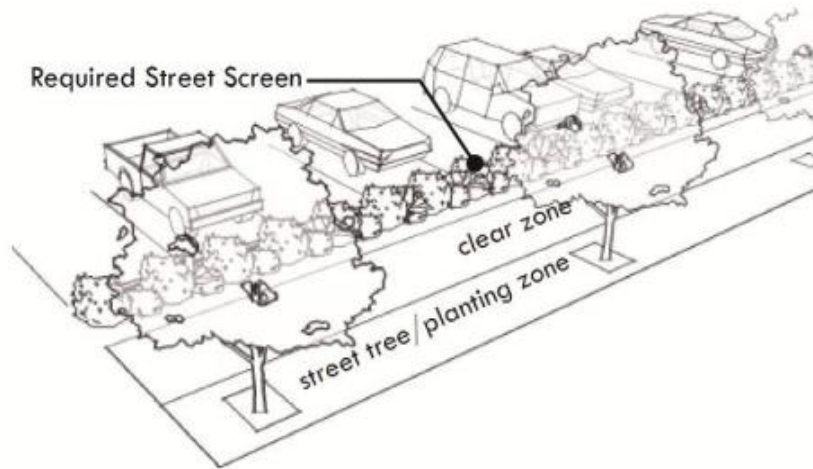


Figure 7-16 Illustration showing required Street Screen along all frontages with surface parking in the setback zone.

4. Preserve existing trees within 25' from the front property line.
5. All other UDC requirements shall be met.

Exhibits

- A. Subject Property Aerial Map
- B. Zoning Map
- C. Variance Application
- D. Site Plan
- E. Notification Map
- F. Property Owner Response Map
- G. Property Owner Comment Forms

Exhibit A

Exhibit Item #5. AERIAL MAP

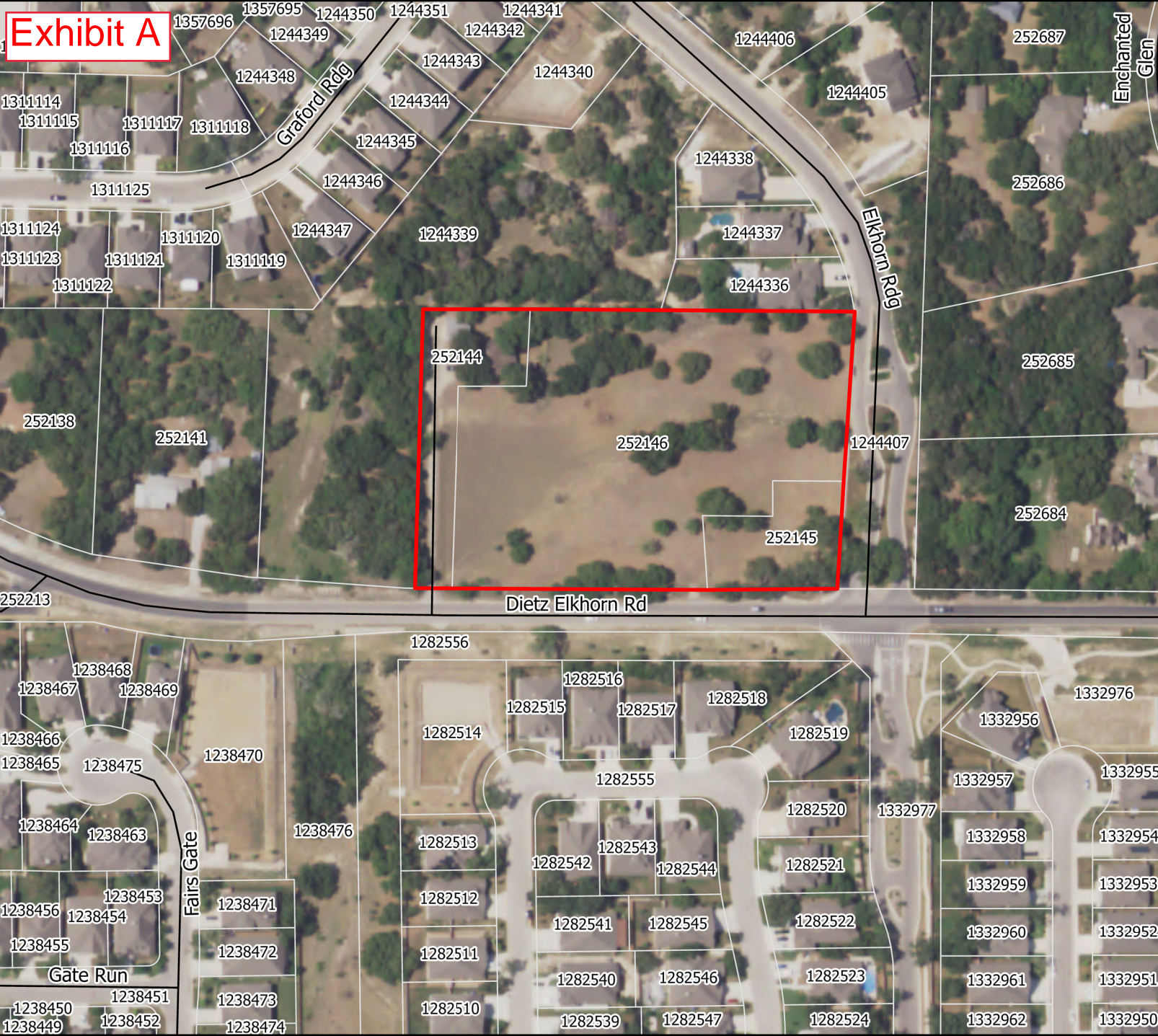
8979 Dietz Elkhorn Road
Variance Application Number:
ZBOA 2024-01

Legend

Subject Property



200 US Feet



Disclaimer – The City of Fair Oaks Ranch (COFOR) does not guarantee the accuracy, adequacy, completeness, or usefulness of any information. COFOR does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS Data. The GIS data, cartographic products, and associated applications are not legal representations of the depicted data. GIS data is derived from public records that are constantly undergoing revision. Under no circumstances should these products be used for final design purposes. COFOR provides this information on an "as is" basis without warranty of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. COFOR assumes no responsibility for anyone's use of the information.

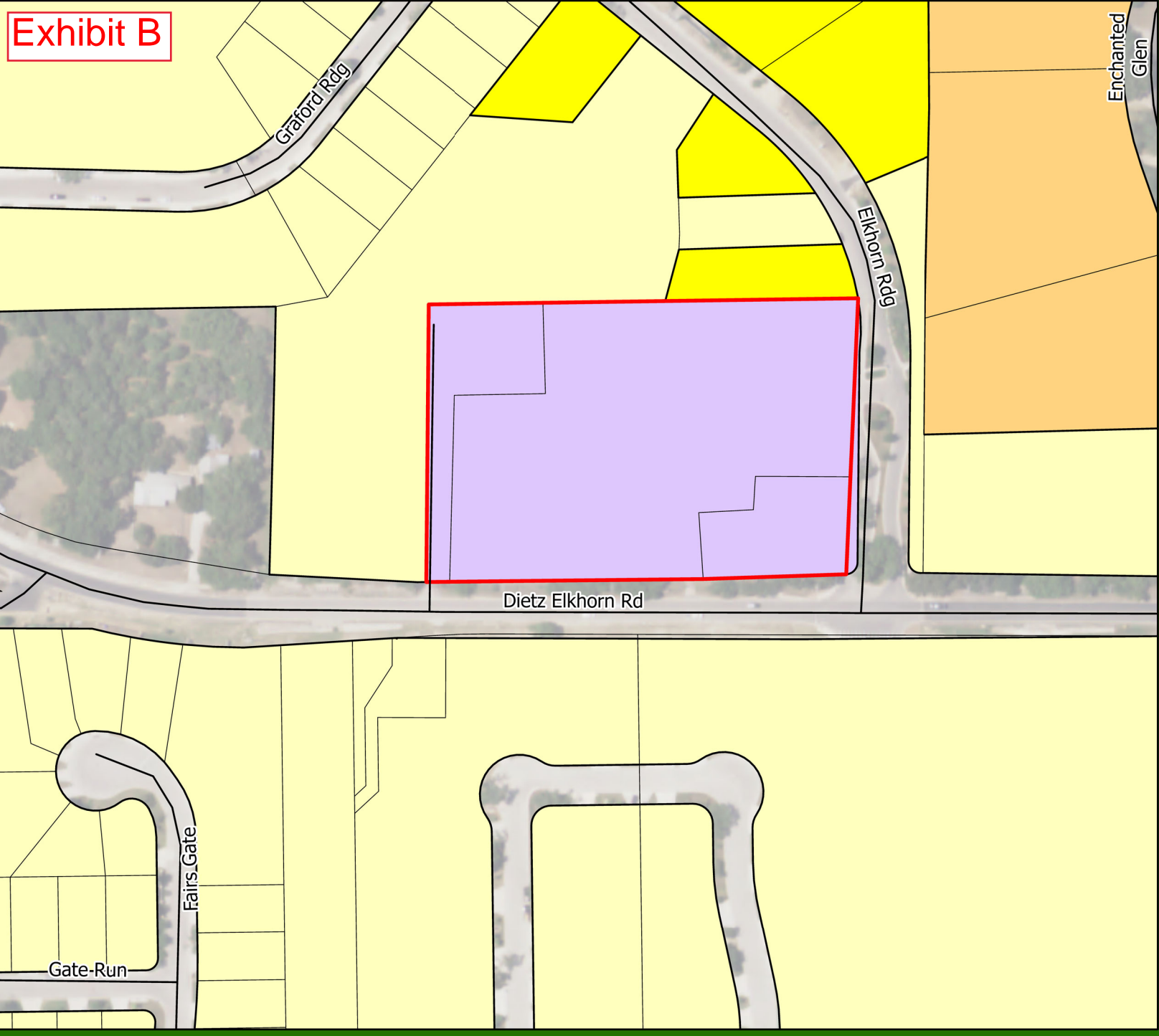
8979 Dietz Elkhorn Road
 Variance Application Number:
 ZBOA 2024-01

Legend

- | | |
|--|--|
|  Subject Property |  Neighborhood Residential |
| ZONING |  Rural Residential |
|  Civic & Community Facilities |  Parks and Open Space |
|  Existing Residential One |  Logistics |
|  Existing Residential Two |  Neighborhood Commercial |
|  Existing Residential Three |  Mixed Use Village |
|  Existing Residential Four - 5+ Acres |  Parcels |



200
 US Feet



April 03, 2024

City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Re: Courtesy Review of Site Plan and Variance Request

To whom it may concern:

The intent of this submittal is to request a courtesy review of the proposed site plan and collaborate necessary variances with city staff. From what we gathered in the city of Fair Oaks Ranch UDC and based off our discussions of the project during a pre-development meeting held with staff on March 28th, 2024, we understand the site, as proposed, requires the following variances:

- 1) Max BSL from Primary Frontage
- 2) Parking to be located behind the principal building along that street frontage.

The proposed development consists of a Child/Day Care facility which is a permitted use with conditions under zoning "Mixed Use Village" (MU). This facility will abide by all conditions set by section 4.10.8.a.

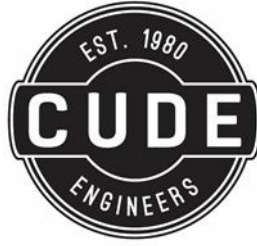
Please see accompanying documents for more information.

If you have any questions, please feel free to contact me at 210-681-2951.

Sincerely,

Sean McFarland

Sean McFarland, P.E.
Project Manager



FORM S20 – VARIANCE APPLICATION

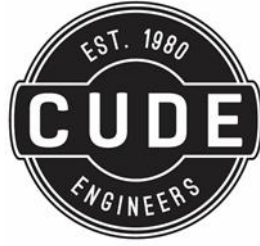
M.W. CUDE ENGINEERS, L.L.C 4122 Pond Hill Road, Suite 101 San Antonio, Texas 78231 210.681.2951 (tel) 210.523.7112 (fax)

S20**SPECIFIC APPLICATION FORM - VARIANCE**

Section 3.9 (9) of the Unified Development Code

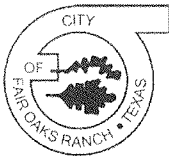
The following steps must be completed, and the items must be submitted for the application to be deemed complete and processed:

- Pre-Application Conference prior to application submittal.
- Concept plan approval (if required).
- A completed Universal Application and checklist signed by the owner/s of the property.
- A title report.
- Payment of all other applicable fees (see Schedule of Fees).
- 8½ x 11 copy of the legal description (metes and bounds) of the area encompassing the Variance request. If the property is platted, a copy of the plat should be provided.
- Location/vicinity map showing the location and boundaries of the subject parcel. Indicate scale or not to scale (NTS) and provide north arrow.
- Acknowledgement that the sign posted by the City on the property fifteen (15) days prior to the public hearing will be maintained until the request is heard at the public hearing.
- Provide evidence or proof that all taxes and obligations have been paid regarding the subject property.
- Electronic copies of the required exhibits in "PDF" format and shapefile for property boundary where applicable should be submitted in a USB flash drive or via email.



FAIR OAKS UNIVERSAL APPLICATION

M.W. CUDE ENGINEERS, L.L.C 4122 Pond Hill Road, Suite 101 San Antonio, Texas 78231 210.681.2951 (tel) 210.523.7112 (fax)



City of Fair Oaks Ranch

7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015
PI: (210) 698-0900.FAX: (210) 698-3565

UNIVERSAL APPLICATION (FORM UA)

All applications must be submitted with:
(1) A complete Universal Application form (2 pages), and
(2) A complete Specific Application Form with all materials listed in the checklist for the specific application.
The City staff is available to assist you in person at City Hall or over the phone at (210) 698-0900.

DEVELOPMENT INFORMATION

8923 Dietz Elkhorn, Boerne, TX

Project Name/Address/Location: PREP School, 8979 Dietz Elkhorn, Boerne, TX Acreage: 4.289

Brief Description of Project: Child Day Care Center

Is property platted? [X] No [] Yes Subdivision name: No. of Lots:

Recordation #: N/A Parcel(s) Tax ID#: 252144, 252146, 252145

Existing Use: Residential/Undeveloped Proposed Use: Child Day Care Center

Current Zoning: MU Proposed Zoning: MU

Occupancy Type: N/A Sq. Ft: N/A Bed #: N/A Bath #: N/A Car Garage #: N/A

Water System [] Well [X] Public Flood Zone: [] Yes [X] No Sewer System: [] Septic [X] Public

PROPERTY OWNER INFORMATION

Owner: Gerald W Rentz Jr. and Lisa Rentz Contact Name: Todd Williams todd@ddctexas.com

Address: 8128 Triple Crown, Fair Oak Ranch, TX 78015 City/State/ZIP: 4018 Fossil Forest, San Antonio, TX 78261

Phone: 210-414-1193 Email: Todd Williams todd@ddctexas.com

APPLICANT INFORMATION

Applicant/Developer: Cude Engineers Contact Name: Sean McFarland, PE

Address: 4122 Pond Hill Rd. Ste. 101 City/State/ZIP: San Antonio, TX 78231

Phone: 210-681-2951 Email: smcfarland@cudeengineers.com

KEY CONTACT INFORMATION

Name of the Individual: Sean McFarland, PE Contact Name: Sean McFarland, PE

Address: 4122 Pond Hill Rd. Ste. 101 City/State/ZIP: San Antonio, TX 78231

Phone: 210-681-2951 E-mail: smcfarland@cudeengineers.com

SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)

Signature: [Handwritten Signature] Date: 4-3-24

(Signed letter of authorization required if the application is signed by someone other than the property owner)

*****OFFICE USE ONLY*****
DATE REC'D: BY:
FEES PAID: APPROVED BY:
DATE APPROVED:
APPLICATION/PERMIT NO: EXP DATE:

Applications shall be processed based on the City's official submission dates. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda.

SPECIFIC APPLICATION FORM (S1-S39). Please check the appropriate type below:

Land Use Policy Related

- (Section 3.9 of the UDC)
- Annexation* - Form S1
 - Comprehensive Plan Amendment (Text)
 - Unified Development Code (UDC) Text Amendment
 - Rezoning/ FLUM amendment* - Form S2
 - Special Use Permit* - Form S3
 - Planned Unit Development (PUD)* - Form S4
 - Development Agreement
 - Conservation Development Alternative* (CDA) (Section 4.8) - Form S5

Subdivision and Property Development Related

- (Section 3.8 of the UDC)
- Amending Plat* - Form S6
 - Minor Plat* - Form S7
 - Development Plat* - Form S8
 - Concept Plan** - Form S9
 - Preliminary Plat* - Form S10
 - Final Plat* - Form S11
 - Replat* - Form S12
 - Construction Plans* - Form S13
 - Vacating Plat
 - Plat Extension

Site Development Related

- (Section 3.9 of the UDC)
- Vested Rights Verification Letter (Refer to UDC Section 4.2 (3))
 - Zoning Verification Letter
 - Written Interpretation of the UDC
 - Temporary Use Permit*- Form S14
 - Special Exception*- Form S15
 - Site Development Permit* (Site Plan Review) - Form S16
 - Floodplain Development Permit*- Form S17
 - Stormwater Permit* - Form S18
 - Certificate of Design Compliance* - Form S19
 - Appeal of an Administrative Decision
 - Zoning
 - Others
 - Variance
 - Policy
 - Judicial* -Form S20
 - Sign Special Exception/Appeal to an Administrative Decision
 - Administrative Exception
 - Permit for Repair of Non-Conforming Use/Building
 - Letter of Regulatory Compliance
 - On-Site Sewage Facility Permit (OSSF)
 - Certificate of Occupancy (CO)* - Form S21
 - Relief from Signage Regulations
 - Group Living Operation License* - Form S22
 - Grading/Clearing Permit - Form S23

Miscellaneous Permits

- Appeal of Denial of Sign Permit
- Master/ Common Signage Plan* - Form S35
- Right-of-Way Construction* - Form S37

Building Permits Related

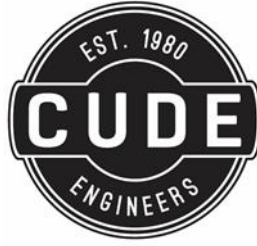
- For the following permits, please visit: <http://fairoaksranchtx.org/77/Building-Codes>
- Commercial**
New/Remodel/Addition
- Residential**
New Home
Remodels/Additions
Detached Buildings
- Others**
Fence
Solar Panels
Swimming Pools
Backflow Device/Irrigation System
Signs
Master/ Common Signage Plan
Water Heater or Water Softener
Miscellaneous
- Inspections**
Water- Wastewater Connection

*These types of applications require additional information as listed in the Specific Application Form. Refer to **Appendix B** of the Administrative Procedures Manual for more information.
 ** The Concept Plan is required for PUD and CDA, and for Rezoning if included in a previously approved Concept Plan.

Application Checklist for all Applications

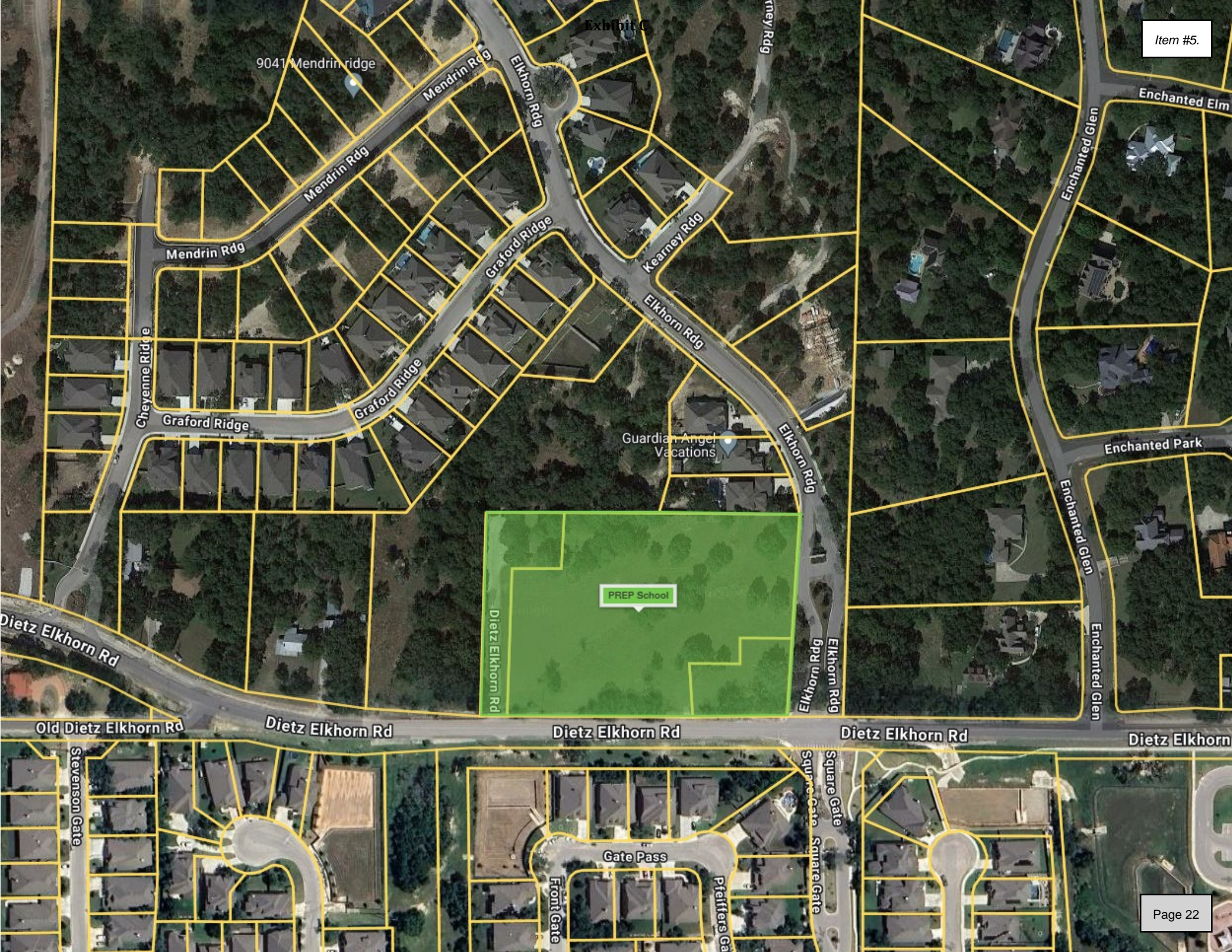
- Universal Application Form (Form UA).
- Items listed in the checklist for the Specific Application Form (Form S#) ¹. (Please make sure the boxes are checked)
- Application Processing Fees and other application fees.
- Letter of intent explaining the request in detail and reason for the request.
- Signed Letter of Authorization required if the application is signed by someone other than the property owner.
- Site plan and shapefile drawings (if applicable) for the property
- Location map clearly indicating the site in relation to adjacent streets and other landmarks
- One (1) copy of proof of ownership (recorded property deed or current year tax statements)
- One (1) USB drive containing the general required documents in Adobe PDF format (if required)

¹For items that are duplicated in the specific type of application, only one copy is required.



LOCATION MAP

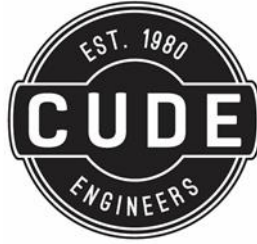
M.W. CUDE ENGINEERS, L.L.C 4122 Pond Hill Road, Suite 101 San Antonio, Texas 78231 210.681.2951 (tel) 210.523.7112 (fax)



Item #5.

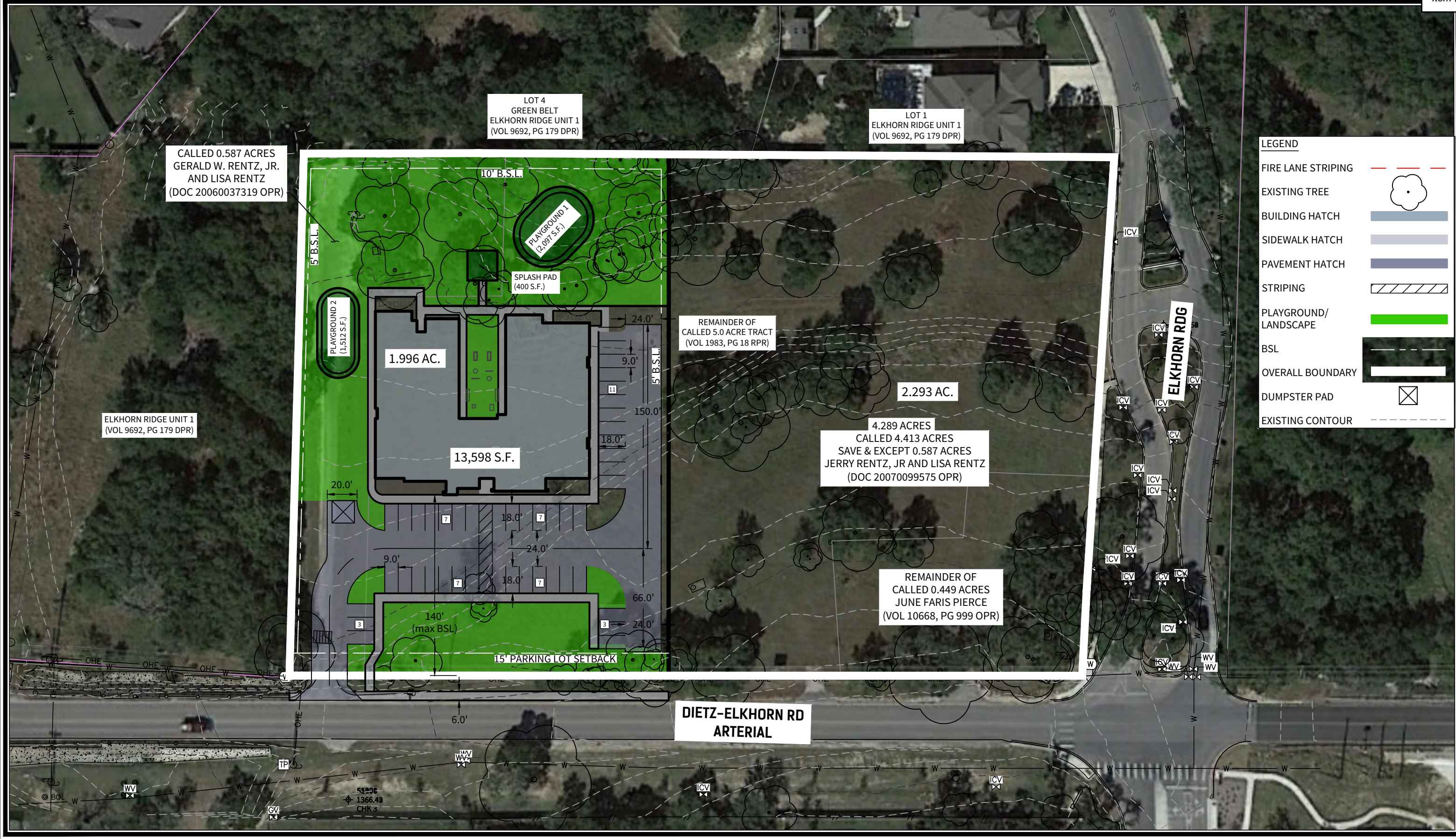
Exhibit C

PREP School

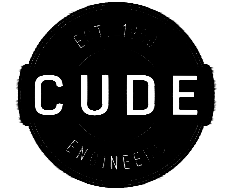


PRELIMINARY SITE PLAN

M.W. CUDE ENGINEERS, L.L.C 4122 Pond Hill Road, Suite 101 San Antonio, Texas 78231 210.681.2951 (tel) 210.523.7112 (fax)



LEGEND	
FIRE LANE STRIPING	
EXISTING TREE	
BUILDING HATCH	
SIDEWALK HATCH	
PAVEMENT HATCH	
STRIPING	
PLAYGROUND/LANDSCAPE	
BSL	
OVERALL BOUNDARY	
DUMPSTER PAD	
EXISTING CONTOUR	



CUDE ENGINEERS
 4122 Pond Hill Road, Suite 101
 San Antonio, Texas 78231
 P:(210) 681.2951 F:(210)523.7112

PREP SCHOOL / PRELIM SITE PLAN

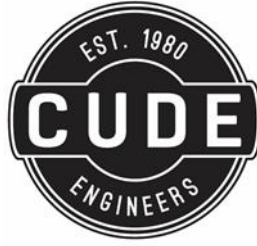
FAIR OAKS, TEXAS

APRIL 9, 2024



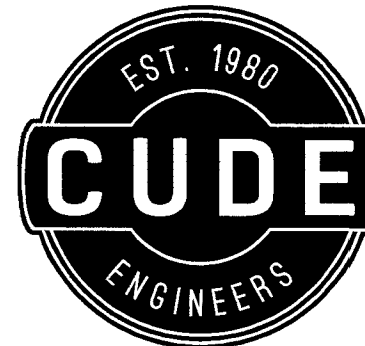
SCALE: 1"=60'

P:\04299\000\12-DWG\1-Exhibits\PREP Dietz Elkhorn Site Plan v1.2.dwg



SURVEY

M.W. CUDE ENGINEERS, L.L.C 4122 Pond Hill Road, Suite 101 San Antonio, Texas 78231 210.681.2951 (tel) 210.523.7112 (fax)



4122 POND HILL RD. • SUITE 101
SAN ANTONIO, TEXAS 78231
T:210.681.2951 • F:210.523.7112
WWW.CUDEENGINEERS.COM
TBPELS FIRM #10048500 • TBPE FIRM #455

LAND TITLE SURVEY

4.289 ACRES OF LAND LOCATED IN THE J.R. AROCHA SURVEY 171, ABSTRACT 24, BEXAR COUNTY, TEXAS, COMPRISED OF ALL OF THAT CALLED 4.413 ACRE TRACT, SAVE & EXCEPT THAT CALLED 0.587 ACRE TRACT RECORDED IN DOCUMENT 20070099575 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ALL OF THAT CALLED 0.587 ACRE TRACT RECORDED IN DOCUMENT 20060037319 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, AND THE REMAINDER OF THAT CALLED 0.449 ACRE TRACT RECORDED IN VOLUME 10668, PAGE 999 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ALL BEING THE REMAINDER OF THAT CALLED 5.0 ACRE TRACT RECORDED IN VOLUME 1983, PAGE 18 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS

DATE

MARCH 26, 2024

PROJECT NO.

04299.000

DRAWN BY

DLT

CHECKED BY

CW

REVISIONS

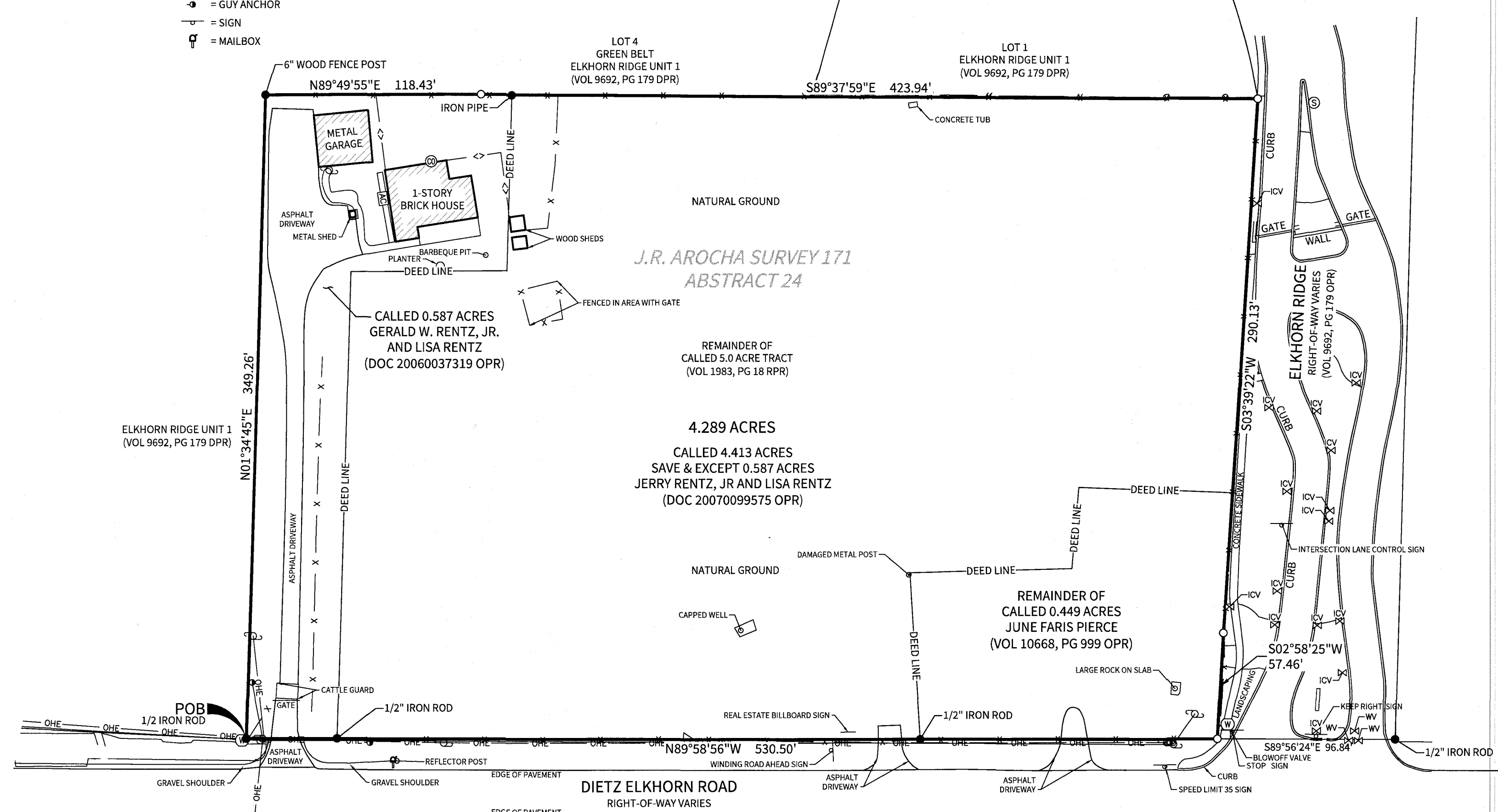
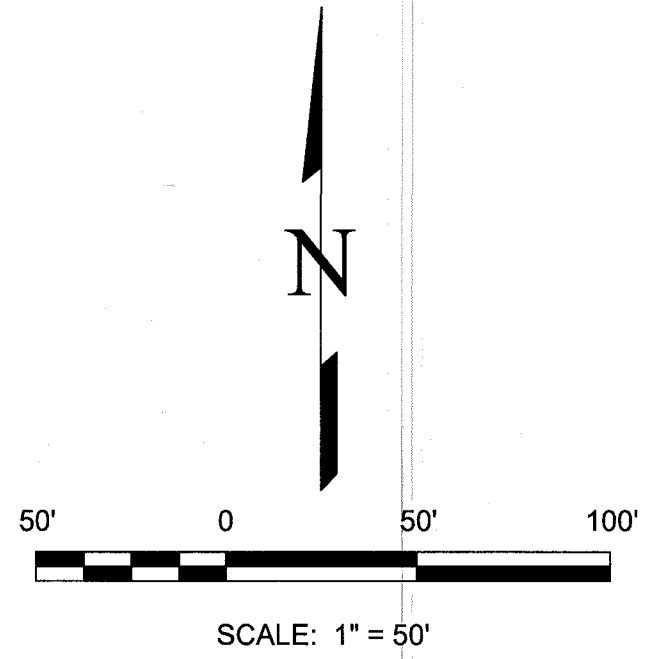
- 1.
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V-1

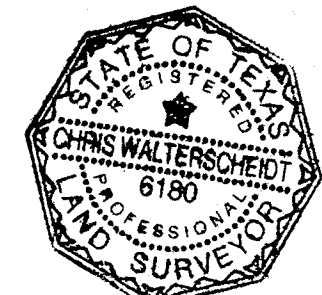


LOCATION MAP NOT TO SCALE

- LEGEND: POB = POINT OF BEGINNING, OPR = OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, RPR = REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, DPR = DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, VOL = VOLUME, PG = PAGE, DOC = DOCUMENT, etc.
LINE LEGEND: x = BARBED WIRE FENCE, // = WOOD FENCE, OHE = OVERHEAD ELECTRIC



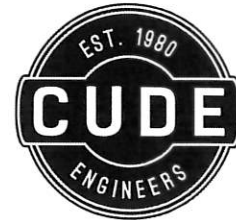
NOTES:
1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES USING A COMBINED SCALE FACTOR OF 1.00017.
2. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
3. THE FIELD WORK WAS COMPLETED ON MARCH 14, 2024.
REFERENCES:
THIS SURVEY WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON THE TITLE COMMITMENT LISTED BELOW.
TITLE COMMITMENT:
FIDELITY NATIONAL TITLE INSURANCE COMPANY
GENERAL FILE NUMBER: SAT-41-4000412400699-DJ
DATE ISSUED: March 13, 2024
EFFECTIVE DATE: March 7, 2024
ONLY THOSE MATTERS AFFECTING THE AREA OF SUBJECT PROPERTY IDENTIFIED IN THIS TITLE COMMITMENT ARE SHOWN.
SCHEDULE B (ONLY THOSE MATTERS IN TITLE COMMITMENT ARE ADDRESSED BELOW):
h) UTILITY SERVICE AGREEMENT FILED OCTOBER 3, 2017, RECORDED IN VOLUME 18821, PAGE 1224, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS. (APPLIES)
i) UTILITY SERVICE AGREEMENT FILED APRIL 30, 2021, RECORDED IN DOCUMENT NO. 20210116130, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS. (APPLIES)



TO: PS BOERNE HOLDINGS LLC, OR ITS ASSIGNS; JERRY RENTZ, JR. AKA GERALD W. RENTZ, JR. AND LISA RENTZ, HUSBAND AND WIFE; AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 2, LAND TITLE SURVEY.

Signature: CW
Date: 03/26/2024
Chris Walterscheid
Registered Professional Land Surveyor No. 6180
CWALTERSCHEIDT@CUDEENGINEERS.COM



LEGAL DESCRIPTION
4.289 ACRES OF LAND

4.289 ACRES OF LAND LOCATED IN THE J.R. AROCHA SURVEY 171, ABSTRACT 24, BEXAR COUNTY, TEXAS, COMPRISED OF ALL OF THAT CALLED 4.413 ACRE TRACT, SAVE & EXCEPT THAT CALLED 0.587 ACRE TRACT RECORDED IN DOCUMENT 20070099575 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ALL OF THAT CALLED 0.587 ACRE TRACT RECORDED IN DOCUMENT 20060037319 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, AND THE REMAINDER OF THAT CALLED 0.449 ACRE TRACT RECORDED IN VOLUME 10668, PAGE 999 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ALL BEING THE REMAINDER OF THAT CALLED 5.0 ACRE TRACT RECORDED IN VOLUME 1983, PAGE 18 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS; SAID 4.289 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A FOUND 1/2" IRON ROD ON THE NORTH RIGHT-OF-WAY LINE OF DIETZ ELKHORN ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, THE SOUTHWEST CORNER OF SAID 5.0 ACRE TRACT THE SOUTHWEST CORNER OF SAID 0.587 ACRE TRACT, AND A SOUTHEAST CORNER OF LOT 4 OF ELKHORN RIDGE UNIT 1 RECORDED IN VOLUME 9692, PAGE 179 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

THENCE, N 01°34'45" E, ALONG AND WITH THE COMMON LINES OF SAID 5.0 ACRE TRACT, SAID 0.587 ACRE TRACT, AND SAID LOT 4, A DISTANCE OF 349.26 FEET TO A FOUND 6" WOOD FENCE POST, AT THE REENRANT CORNER OF SAID LOT 4, THE NORTHWEST CORNER OF SAID 5.0 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 0.587 ACRE TRACT;

THENCE, ALONG AND WITH THE COMMON LINES OF SAID LOT 4, SAID 5.0 ACRE TRACT, SAID 0.587 ACRE TRACT, AND THE SOUTH LINE OF LOT 1 OF SAID ELKHORN RIDGE UNIT 1, FOR THE NORTH LINE OF THIS TRACT THE FOLLOWING BEARINGS AND DISTANCES;

N 89°49'55" E, A DISTANCE OF 118.43 FEET TO A SET 1/2" IRON ROD WITH "CUDE" CAP;

S 89°37'59" E, A DISTANCE OF 423.94 FEET TO A SET 1/2" IRON ROD WITH "CUDE" CAP AT THE SOUTHEAST CORNER OF SAID LOT 1, A POINT OF CURVATURE OF THE WEST RIGHT-OF-WAY LINE OF ELKHORN RIDGE, A VARIABLE WIDTH RIGHT-OF-WAY OF SAID ELKHORN RIDGE UNIT 1, THE NORTHEAST CORNER OF THIS TRACT;

THENCE, ALONG AND WITH THE RIGHT-OF-WAY LINE OF SAID ELKHORN RIDGE, FOR THE EAST LINE OF THIS TRACT THE FOLLOWING BEARINGS AND DISTANCES;

S 03°39'22" W, A DISTANCE OF 290.13 FEET TO A SET 1/2" IRON ROD WITH "CUDE" CAP;

S 02°58'25" W, A DISTANCE OF 57.46 FEET TO A SET 1/2" IRON ROD WITH "CUDE" CAP AT A SOUTH CORNER OF THE RIGHT-OF-WAY LINE OF ELKHORN RIDGE, ON THE NORTH RIGHT-OF-WAY LINE OF SAID DIETZ ELKHORN ROAD, FOR THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH A FOUND 1/2" IRON ROD AT THE SOUTHEAST CORNER OF SAID ELKHORN RIDGE, BEARS S 89°56' 24" E, 96.84 FEET;

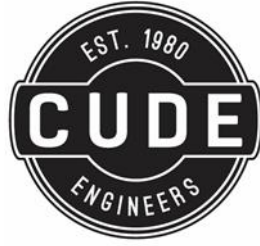
THENCE, N 89°58'56" W, ALONG AND WITH SAID DIETZ ELKHORN ROAD RIGHT-OF-WAY LINE, THE SOUTH LINES OF SAID 5.0 ACRE TRACT, SAID 0.449 ACRE TRACT, SAID 4.289 ACRE TRACT, AND SAID 0.587 ACRE TRACT, A DISTANCE OF 530.50 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 4.289 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES USING A SCALE FACTOR OF 1.00017.

Ch Walterscheid 03/26/2024

CHRIS WALTERSCHEIDT
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6180
CUDE ENGINEERS
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TEXAS 78231
TBPELS FIRM NO. 10048500
TBPE FIRM NO. 455
JOB NO:04299.000





TITLE REPORT

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Commitment Number:



Fidelity National Title Insurance Company

4000412400699

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.

We (Fidelity National Title Insurance Company, a Florida corporation) 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.

Fidelity National Title Insurance Company

By:

Issued By:

Alamo Title Company

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary



Dede Jackson

Authorized Signatory

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.

SCHEDULE A

Effective Date: March 7, 2024 at 8:00 AM
 Commitment No.: 4000412400699

GF No.: SAT-41-4000412400699-DJ
 Issued: March 13, 2024 at 8:00 AM

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: \$1,831,350.00
 PROPOSED INSURED: PS Boerne Holdings LLC, or its Assigns
 - 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)

 Policy 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:
[Jerry Rentz, Jr. AKA Gerald W. Rentz, Jr. and Lisa Rentz, husband and wife](#)
4. Legal description of land:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

EXHIBIT "A"

Legal Description

TRACT 1:

4.413 acres of land, more or less, in the Jose Ramon Arocha Survey No. 171, Abstract 24, in Bexar County, Texas, SAVE AND EXCEPT a 0.587 acre tract thereof, 4.413 acres being more particularly described as follows, to-wit:

Being five (5) acres of land, more or less, being a part of a 225 acre tract known as Subdivision No. 4, Jose Ramon Arocha Survey No. 171, more particularly described as follows:

Beginning at a corner in the North line of Boerne-Van Raub Road and being the southeast corner of said 225 acre tract;

Thence with road North 89-1/2 deg. West 627 feet to a stone mound for corner;

Thence North 1 deg.45' East 347 feet to a stone mound for corner;

Thence, South 89-1/2 deg. East 627 feet to a stone mound for corner, in east line of 225 acre tract;

Thence, South 1 deg. 45' West 347 feet to the place of beginning. Being the same land as sold to B.F. Lancaster and Edna Lancaster by G.A. Watkins by deed recorded in [Vol. 1779, Page 551](#) of the Deed Records of Bexar County, Texas, to which reference is hereby made.

TRACT 2:

All that certain tract or parcel of land containing 0.587 acres in Bexar County, Texas, out of the Jose Ramon Arocha Survey No. 171, Abstract 24, being the same tract of land described In [Volume 4605, Page 1434](#), Real Property Records of Bexar County, Texas, being a portion of that certain 5.0 acre tract described in [1983, Page 18](#), Real Property Records of Boxcar County, Texas, Said 0.517 acre tract, being more particularly described by metes and bounds as follows;

BEGINNING: at a 1/2" iron pin found on the North right-of-way line of Dietz Elkhorn Road at the Southwest corner of said 5.0 acre tract, and same being the Southeast corner of Sanford A. & Patricia Jennings tract of record in [Volume 8280, Page 1096](#), of the Property Records of Bexar County, Texas, for the Southwest corner of this herein described tract;

THENCE: North 01 deg. 45 min. 00 sec.. East, a distance of 348.55 feet along with the common line between said 5,0 acre tract and said Jennings tract to a 1" iron pin found on the South boundary line of Lisa & Gerald W. Rent, Jr., tract of record in Volume 9178, Page 1947 (or [9118/1949](#)), Real Property Records of Bexar County, Texas, at the Northwest corner of said 5.0 acre tract and same being the Northeast corner of said Jennings tract, for the Northwest corner of this herein described tract;

THENCE: North 89 deg 14 min, 57 sec. East, a distance of 135.39 feet along with the common line between said 5.0 acre tract and said Rents, tract to a 1/2" iron pin found for the Northeast corner of this herein described tract;

THENCE: South 01 deg. 45 min. 00 sec. West, 95.30 feet to a 1/2" Iron pin set with cap, for a corner of this herein described tract;

THENCE: South 89 deg. 45 min. 00 sec. West, 85.39 feet to a 1/2" iron pin set with cap, for a corner of this herein described tract;

THENCE: South 01 deg. 45 min. 00 sec, West, 253.25 feet to a 1/2" iron pin set with cap on the North line of Dietz Elkhorn Road and same being the South line of said 5.0 acre tract, for the Southeast corner of this herein described tract;

THENCE: South 89 deg. 44 min. 57 sec. West, a distance of 50.00 feet along with the common line between said 5.0 acre tract and said Dietz Elkhorn Road to the POINT OF BEGINNING..

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

SCHEDULE B EXCEPTIONS FROM COVERAGE

Commitment No.: 4000412400699

GF No.: SAT-41-4000412400699-DJ

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):

Item 1, Schedule B is hereby deleted.
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 Policy only.)
4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands 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 Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2024 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 years. (If Texas Short Form Residential Mortgagee 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 2024 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 Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished 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 Mortgagee Policy (T-2) only.)

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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. 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.
 - b. Those liens created at closing, if any, pursuant to lender instructions.
 - c. Rights of parties in possession.
 - d. Visible or apparent easement(s) and/or rights of way on, over, under or across the Land.
 - e. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.
 - f. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

- g. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, 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 the geothermal energy and associated resources below the surface of the Land that are not listed.
- h. Utility Service Agreement filed October 3, 2017, recorded in [Volume 18821, Page 1224](#), Real Property Records, Bexar County, Texas.
- i. Utility Service Agreement filed April 30, 2021, recorded in Document No. [20210116130](#), Official Public Records, Bexar County, Texas.

SCHEDULE C

Commitment No.: 4000412400699

GF No.: SAT-41-4000412400699-DJ

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, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Mortgagee 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. Prior approval from Regional Underwriting must be obtained if the subject transaction involves the proposed issuance of (i) an Owner's Policy to a person or entity who purchased the subject property at a foreclosure sale, or (ii) a Loan Policy insuring a lien granted by such person or entity on the subject property.
6. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.
7. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:
 - Confirmation prior to closing that the County Clerk of Bexar County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
 - Electronic recordation of the instruments to be insured in the Official Public Records of Bexar County, Texas.
 - Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
 - Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.
8. Note –Important Notice

SCHEDULE C

(continued)

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of \$50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of \$1000.00 for a thirty-day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: PS Boerne Holdings LLC, or its Assigns (BUYER)

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

SCHEDULE C

(continued)

12. TRACT 1: The last Deed found of record affecting the Land was recorded May 1, 2007, at [Volume 12841, Page 45](#), Real Property Records, Bexar County, Texas, wherein Jerry Rentz, Jr. and Lisa Rentz, husband and wife acquired the subject property.

TRACT 2: The last Deed found of record affecting the Land was recorded February 17, 2006, at [Volume 11944, Page 1907](#), Real Property Records, Bexar County, Texas, wherein Gerald W. Rentz Jr. and Lisa Rentz, husband and wife acquired the subject property.

SCHEDULE D

Commitment No.: 4000412400699

GF No.: SAT-41-4000412400699-DJ

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC, which is owned 100% by Fidelity National Financial, Inc., a publicly held company.

Directors: Steven G. Day, Roger S. Jewkes, Marjorie Nemzura, Michael J. Nolan, Anthony J. Park

Officers: Michael J. Nolan (President, Chief Executive Officer, and Chairman of the Board), Anthony J. Park (Treasurer, Chief Financial Officer, and Executive Vice President), Marjorie Nemzura (Corporate Secretary and Vice President)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

Alamo Title Company

(a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: Alamo Title Holding Company owns 100% of Alamo Title Company

(b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of Alamo Title Company

(c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

Directors: Michael J. Nolan, Anthony John Park

Officers: Michael J. Nolan (Chief Executive Officer), Edward J. Hall (President), Robert Kuhn (President), Carlos E. Valdes (President), Anthony John Park (Executive Vice President and Chief Financial Officer), Joseph William Grealish (Executive Vice President), John Ernst (Executive Vice President), Natalie Warren (Executive Vice President), Marjorie Nemzura (Secretary)

(d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive. NONE.

(e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. 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:

Owner's Policy	\$ 9,175.00
Endorsement Charges	\$ 1,376.25
Total	\$ 10,551.25

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Percent/Amount	To Whom	For Services
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

TEXAS TITLE INSURANCE INFORMATION

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.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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, insure 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.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 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.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.

- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



LISA RR JH CJF 121100-1667

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

General Warranty Deed

Date: 30 April, 2007

Grantors: WARREN R. FARIS, not joined by his wife herein as the property does not constitute any part of their homestead; TOMMIE W. FARIS A/K/A TOMMY FARIS, not joined by his wife herein as the property does not constitute any part of their homestead, JUNE FARIS PIERCE, a single person; CAROL M. FARIS, a single person; and VIVIAN JO GERMANY F/K/A JO FARIS REED, a single person

Grantors' Mailing Addresses:

WARREN R. FARIS
15242 Tradesman Drive
San Antonio, Texas 78249
Bexar County



LT2-12841-45-8

TOMMIE W. FARIS A/K/A TOMMY FARIS
18 Comanche Trail
Boerne, Texas 78006
Kendall County

JUNE FARIS PIERCE
3815 Parkdale
San Antonio, Texas 78229
Bexar County

CAROL M. FARIS
P.O. Box 2653
Bandera, Texas 78003
Bandera County

VIVIAN JO GERMANY F/K/A JO FARIS REED
5118 Bonneville Drive
Arlington, Texas 76106
Tarrant County

Grantee: JERRY RENTZ, JR. and LISA RENTZ, husband and wife

Grantee's Mailing Address:

9087 Dietz Elkhorn
Boerne, Texas 78015
Bexar County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): All that certain tract or parcel of land in Bexar County, Texas, containing 4.413 acres of land, more or less, and being more particularly described as follows, to-wit:

Being five (5) acres of land, more or less, being a part of a 225 acre tract known as Subdivision No. 4, Jose Ramon Arocha Survey No. 171, more particularly described as follows:

Beginning at a corner in the North line of Boerne-Van Raub Road and being the southeast corner of said 225 acre tract;

Thence with road North 89-1/2 deg. West 627 feet to a stone mound for corner;

Thence North 1 deg.45' East 347 feet to a stone mound for corner;

Thence, South 89-1/2 deg. East 627 feet to a stone mound for corner, in east line of 225 acre tract;

Thence, South 1 deg. 45' West 347 feet to the place of beginning. Being the same land as sold to B.F. Lancaster and Edna Lancaster by G.A. Watkins by deed recorded in Vol. 1779, Page 551 of the Deed Records of Bexar County, Texas, to which reference is hereby made.

SAVE AND EXCEPT the following tract or parcel of land, to-wit:

All that certain tract or parcel of land containing 0.587 acres in Bexar County, Texas, out of the Jose Ramon Arocha Survey No. 171, being the same tract of land described in Volume 4605, Page 1434, Real Property Records of Bexar County, Texas, being a portion of that certain 5.0 acre tract described in 1983, Page 18, Real Property Records of Bexar County, Texas. Said 0.587 acre tract, being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron pin found on the North right-of-way line of Dietz Elkhorn Road at the Southwest corner of said 5.0 acre tract, and same being the Southeast

corner of Sanford A. & Patricia Jennings tract of record in Volume 8280, Page 1096, Real Property Records of Bexar County, Texas, for the Southwest corner of this herein described tract;

Thence North 01 deg. 45 min. 00 sec. East, a distance of 348.55 feet along with the common line of between said 5.0 acre tract and said Jennings tract to a 1" iron pin found on the South boundary line of Lisa & Gerald W. Rentz, Jr. tract, of record in Volume 9178, Page 1947, Real Property Records of Bexar County, Texas, at the Northwest corner of said 5.0 acre tract and same being the Northeast corner of said Jennings tract, for the Northwest corner of this herein described tract;

Thence North 89 deg. 44 min. 57 sec. East, a distance of 135.39 feet along with the common line between said 5.0 acre tract and said Rentz tract to a 1/2" iron pin found, for the Northeast corner of this herein described tract;

Thence South 01 deg. 45 min. 00 sec. West, 95.30 feet to a 1/2" iron pin set with cap, for a corner of this herein described tract;

Thence South 89 deg. 45 min. 00 sec. West, 85.39 feet to a 1/2" iron pin set with cap, for a corner of this herein described tract;

Thence South 01 deg. 45 min. 00 sec. West, 253.25 feet to a 1/2" iron pin set with cap on the North line of Dietz Elkhorn Road and same being the South line of said 5.0 acre tract, for the Southeast corner of this herein described tract;

Thence South 89 deg. 44 min. 57 sec. West, a distance of 50.00 feet along with the common line between said 5.0 acre tract and said Dietz Elkhorn Road to the Point of Beginning.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2007, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

This General Warranty Deed may be executed in multiple, identical counterparts on one or more dates. All such counterparts should be construed as one document.

When the context requires, singular nouns and pronouns include the plural.

Warren R Faris
WARREN R. FARIS

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on 26th April 2007, 2007, by WARREN R. FARIS, to be effective April 30, 2007.



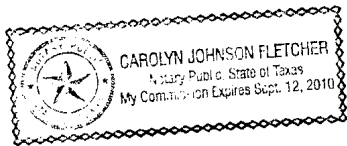
John C Hoffman
Notary Public, State of Texas
My commission expires: _____

June Faris Pierce
JUNE FARIS PIERCE

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on 25 April 2007, 2007, by JUNE FARIS PIERCE, to be effective April 30, 2007.

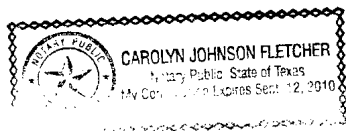


Carolyn Johnson Fletcher
Notary Public, State of Texas
My commission expires: _____

Tommie W. Faris
 TOMMIE W. FARIS
 Tommy Twf

STATE OF TEXAS §
 COUNTY OF BEXAR §

This instrument was acknowledged before me on 25 April 2007, 2007, by TOMMIE W. FARIS A/K/A TOMMY FARIS, to be effective April 30, 2007.



Carolyn Johnson Fletcher
 Notary Public, State of Texas
 My commission expires: _____

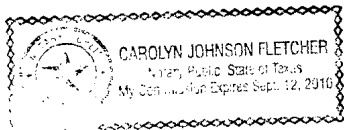
Carol M Faris
CAROL M. FARIS

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on 30 April 2007, 2007, by CAROL M. FARIS, to be effective April 30, 2007.

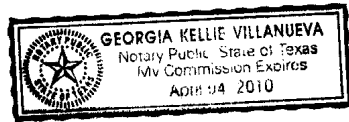
Carolyn Johnson Fletcher
Notary Public, State of Texas
My commission expires: _____



Vivian Jo Germany
VIVIAN JO GERMANY

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on April 26, 2007, by VIVIAN JO GERMANY F/K/A JO FARIS REED, to be effective April 30, 2007.



Georgia Kellie Villanueva
Notary Public, State of Texas
My commission expires: 2010

PREPARED IN THE OFFICE OF:

Chris Wallendorf, Attorney at Law
722 Front Street, Suite 101
P.O. Box 279
Comfort, Texas 78013
Tel: (830) 995-2575
Fax: (830) 995-2668

AFTER RECORDING RETURN TO:

Doc# 20070099575 Fees: \$44.00
05/01/2007 4:11PM # Pages 8
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

MAY 01 2007



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for record Sept 16, 1940, at 4:14 PM.
 Albert G. Trawalter County Clerk, Bexar County Texas
 By Frank R. Newton Jr. Deputy and recorded Oct 1, 1940, at 3:30 PM
 Albert G. Trawalter County Clerk, Bexar County, Texas, By *Sam E. Hargis* Deputy
 0 ^{±K} - - ^{±S} - - 0

No. 221128
 G. A. WATKINS W. DEED V. L. B. F. LANCASTER, ET AL.

THE STATE OF TEXAS
 COUNTY OF RENDALL

KNOW ALL MEN BY THESE PRESENTS: THAT I, G. A. WATKINS, a single man, of Bexar County, Texas, for and in consideration of the sum of Ten & no/100 (\$10.00) Dollars, to me in hand paid by B. F. Lancaster and Edna Lancaster, the receipt of which I hereby acknowledge and confess, and for the further consideration of the execution and delivery by the said B. F. Lancaster and Edna Lancaster to Maurice J. Lehmann one certain promissory vendor's lien note in the principal sum of \$750.00, of even date herewith, payable to Maurice J. Lehmann or order, bearing interest at the rate of 6% per annum, interest payable monthly as it accrues, said note payable as follows: The sum of \$12.00 or more per month and in addition thereto, monthly interest on the principal of said note at the rate of 6% per annum, the 1st installment of \$12.00 or more plus interest accrued thereon, shall become due and payable on December 5, 1940, and a similar installment of principal and interest shall be due and payable on the 5th day of each month thereafter up to and including May 5, 1941, and beginning June 5, 1941, the sum of \$20.00 or more, plus interest at the rate of 6% per annum on the unpaid principal shall be payable monthly until the whole sum of said note, principal and interest shall have been paid in full; providing that said note is payable at Boerne, Kendall County, Texas, and further providing that failure to pay any monthly installment of principal and/or interest when due, and/or the failure to pay taxes on the property securing this note before the same shall by law become delinquent and/or the failure to provide proper fire insurance covering the insurable buildings on the property securing said note, shall, at the election of the holder, mature the whole of the balance remaining unpaid and proceed to collect the same through any appropriate remedy, and further providing that 10% shall be added to the principal and interest, in the event said note is placed in the hands of an attorney for collection; and for the further consideration of the execution and delivery by said B. F. Lancaster and Edna Lancaster to G. A. Watkins, one certain promissory vendor's lien note in the principal sum of \$200.00 of even date herewith, payable to G. A. Watkins, or order, due on or before 14 months after date, bearing interest at the rate of six per cent per annum, interest payable on November 5, 1941, and providing for 10% additional on the interest and principal in the event said note is placed in the hands of an attorney for collection, and providing that said note is a second and inferior note and lien to the note and lien above described, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the said B. F. Lancaster and Edna Lancaster of Bexar County, Texas, all that certain tract, piece or parcel of land situated in Bexar County, Texas, being 5 acres, more or less, a part of a 225 acre tract of land known as Subd. No. 4 out of Survey No. 171 in the name of Jose Ramon Arocha, and more particularly described as follows, to-wit: BEGINNING at a corner in the North line of Boerne-Van Raub Road and being the S. E. corner of said 225 acre tract; Thence with road N. 89½ deg. W. 627 ft. to a st. md. for corner; Thence N. 1 deg. 45' E. 347 ft. to a st. md. for corner; Thence S. 89½ deg. E. 627 ft. to a st. md. for corner in E. line of 225 acre tract; Thence S. 1 deg. 45' W. 347 ft. to the place of beginning, and being the same land described in deed dated September 10, 1935, from Gus Erfurt and Mary Erfurt to G. A. Watkins, recorded in Vol. 1503, page 171 of the Deed Records of Bexar County, Texas, which deed is hereby referred to and made a part hereof for further description. TO HAVE AND TO HOLD the above

described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said B. F. Lancaster and Edna Lancaster, their heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said B. F. Lancaster and Edna Lancaster, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof. But it is expressly agreed and stipulated that a Vendor's Lien is retained against the above described property, premises and improvements, until the above described notes, and all interest thereon are fully paid according to their face and tenor, effect and reading when this deed shall become absolute. Grantor herein, the said G.A. Watkins, hereby acknowledges and confesses receipt of \$750.00 in cash from Maurice J. Lehmann, which amount is represented by that certain vendor's lien note reserved in this deed, which note is payable to Maurice J. Lehmann or order and executed by B. F. Lancaster and Edna Lancaster. WITNESS my hand at Boerne, Texas, this the 5th day of September, 1940.

\$1.10 U. S. Rev. Stamps can.

G. A. Watkins

80¢ State note stamps can.

THE STATE OF TEXAS
COUNTY OF KENDALL

BEFORE ME, the undersigned authority, in and for Kendall County, Texas, on this day personally appeared G. A. Watkins, a single man, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this 9th day of September, A. D. 1940.

SEAL

Irene K. Leidl
Notary Public, Kendall County, Texas.

Filed for record Sept 17, 1940, at 9:56 AM

Albert G. Trawalter County Clerk, Bexar County, Texas

By Frank R. Newton Jr. Deputy and recorded Oct. 1, 1940, at 4:10 PM.

Albert G. Trawalter County Clerk, Bexar County Texas, By *Son Ella Hargis* Deputy

JK - 113

No. 221129

WINIFRED C. BECKER, ET AL.

W. DEED THE GREAT AMERICAN LIFE UNDERWRITERS, INC.

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS: THAT I, WINIFRED C. BECKER, of Sangamon County, Illinois, joined pro forma by my husband, Chas. E. Becker, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to me in hand paid by The Great American Life Underwriters, Inc., a Texas corporation, of San Antonio, Bexar County, Texas, the receipt of which is hereby acknowledged, have GRANTED SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said The Great American Life Underwriters, Inc., that certain property situated in San Antonio, Bexar County, Texas, more particularly described as follows, to-wit: East 25 feet of Lot 8, and all of Lot 9 in Block 4, N. C. B. 1701, Adam's Laurel Heights, an addition in the city of San Antonio, Bexar County, Texas, according to Plat or Map recorded in Vol. 64, pages 4-5, Plat Records of Bexar County, Texas, and being the same property conveyed to Winifred C. Becker by Laura Grice Thompson and H. A. Thompson, Jr., by deed dated June 18, 1934, said deed being recorded in Vol. 1423, page 224, Deed Records of Bexar County, Texas. TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said The Great American Life Underwriters, Inc., its successors and assigns, forever. And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said The Great American Life Underwriters, Inc., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness our hands this 6th day of September, 1940.

THE STATE OF TEXAS

1778977

Dream Homes, Inc.
5550 North Freeway
Houston, Texas 77037

Item #5.

COUNTY OF Bexar

This Builder's and Mechanic's Lien Contract made and entered into by and between B.J. Paris a singleman
and wife, N/A hereinafter sometimes referred to as "Owners," "Borrowers," or "Grantors"
(whether one or more) and Dream Homes, Inc.
hereinafter sometimes referred to as "Contractor" or "Beneficiary".

WITNESSETH:

Contractor hereby contracts and agrees to build, construct and complete, in a good and workmanlike manner, the following improvements according to the plans and specifications this day agreed upon between Owners and Contractor:
to construct a completed home.

The improvements described above shall be constructed upon the following described real property, which property Owners hereby state they own in fee simple, free and clear of any liens and encumbrances recorded or unrecorded, same being in
Bexar County, Texas, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

In consideration of the foregoing, Owners have paid to Contractor in cash the sum of -0-
(\$ -0-) DOLLARS, and agree and obligate themselves to pay to Contractor the sum of Thirty Five Thousand
and no/100----- (\$ 35,000.00) DOLLARS, together with interest thereon
from the date which is one month before the first payment date, as defined herein, until maturity at the rate of twelve & one-half
(12 1/2) percent per annum; which indebtedness is evidenced by a Builder's & Mechanic's Lien Note of even date herewith
(hereinafter sometimes called the "Indebtedness"), executed by the Owners and payable to the order of contractor as follows:

Payable in equal monthly installments of Three Hundred Ninety Seven and 65/100-----
(\$ 397.65) DOLLARS, each, payable on the 1st day of each and every
07-10-89 0399632 0800069 \$11.00 Y 01 06857
calendar month, beginning August 1, 1989, being
the first payment date.

"This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207. Phone (512) 479-1285, (214) 263-2016, (713) 461-4074."

To secure the payment of the Indebtedness to Contractor, as evidenced by the above referenced Note, and the interest payable in connection therewith, Owners give and grant to Contractor, a Builder's and Mechanic's Lien as provided by the Constitution and Laws of the State of Texas on the above described property, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Contractor to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Builder's and Mechanic's Lien Contract and Deed of Trust; and all of the foregoing, together with said property are herein referred to as the "Property".

In the event that the improvements herein mentioned to be erected fail for any reason to be completed, or fail to be completed according to the contract, or all of the labor and material used in erection thereof fail to be provided by Contractor, and, for whatever reason it is determined that Contractor does not have a lien to the extent of the full amount of the Indebtedness, then Contractor shall have a valid and subsisting lien for the contract price, less such amount as would

be reasonably necessary to complete said improvements according to said plans and specifications, or in such event Contractor, at its option, shall have the right to complete said improvements, and the liens herein given shall inure to the benefit of Contractor.

If Contractor fails to keep the property insured during the construction of the improvements and until such improvements are completed, and a loss should occur, the loss shall be the loss of Contractor.

No alterations shall be made in the work shown or described by the plans and specifications, nor shall any extra work or material be charged or paid for, unless a separate estimate therefor is submitted in writing by Contractor to Owners and agreed to in writing by them before its commencement. All extra work done and extra material so agreed to and furnished shall be paid for in cash upon completion, and such sum shall be a part of the indebtedness hereby secured; and all extra work done or material furnished without such agreement shall be considered as performed under the original contract and no extra pay shall be demanded or allowed therefor.

This contract is executed, acknowledged and delivered before any labor has been performed and before any material has been furnished for the construction of the improvements

WILLIAMS 4 6 05 PM 4 30

for which the liens hereby created are given.

And Grantors to secure and enforce the payments of said indebtedness, and for the auxiliary and cumulative enforcement of said liens hereinabove created, and for the further consideration, uses, purposes and trusts herein set forth and, declared, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto Ferdinand P. Cribbs, Jr., TRUSTEE of Harris County, Texas, and his substitutes or successors, the hereinbefore described Property and all improvements, additions, fixtures and appurtenances now thereon and hereafter placed thereon.

TO HAVE AND TO HOLD the said Property, together with the rights, privileges and appurtenances unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns, to Warrant and Forever Defend the said Property unto the said Trustee, his substitutes or successors and assigns forever, against the claim or claims of all persons claiming or to claim the same or any part thereof, for and upon the following trusts, terms, covenants and agreements, to-wit: That whereas Grantors are justly indebted to Contractor herein, as evidenced by the hereinbefore mentioned indebtedness and note.

Should Grantors do and perform all of the covenants and agreements herein contained and make prompt payment of the indebtedness hereby secured as the same shall become due and payable, and any future advances secured by this Builder's and Mechanic's Lien Contract, then this conveyance shall become null and void and of no further force and effect, and the liens herein and hereby created shall at Grantors' expense be released by the owner and holder thereof, hereinafter called "Beneficiary" (whether one or more).

The Grantors covenant and agree as follows:

To protect the title and possession of said Property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said Property, or the interest therein created by this instrument, and to preserve and maintain the liens hereby created as first and prior liens on said Property including any improvements hereafter made a part of the realty. If requested by Beneficiary, Grantors shall promptly furnish to Beneficiary receipt evidencing such payments.

To keep the improvements on said Property in good repair and condition and not to permit or commit any waste thereof or to permit impairment or deterioration of the Property and to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured, after completion and delivery of such improvements to Grantors, all improvements now or hereafter created upon said Property, against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of said Note, to the extent of the original amount of the indebtedness hereby secured, in such form and with such Insurance Company or Companies as may be approved by Beneficiary and to deliver to Beneficiary the policies of such insurance having attached thereto such mortgagee indemnity clause as the Beneficiary shall direct; to deliver renewals of such policy or policies to Beneficiary at least ten (10) days before any such insurance policy shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

In the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior liens herein created on the Property herein described or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy or policies of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may at its option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior liens herein created on said Property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; and any sums which may be so used and paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and attorney's fees paid when necessary to protect the liens hereof, shall bear interest from the dates of such payments at the rate specified in the Builder's and Mechanic's Lien Note and shall be paid by Grantors to Beneficiary upon demand, at the place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of the default in the payment of any installment, principal or interest, of the note hereby secured, in

accordance with the terms thereof, or any breach of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said debt when due or declared due, it shall thereupon, or any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of the Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the Courthouse door of the county where said real property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary has, at least twenty-one (21) days preceding the date of sale, served written notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this instrument according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of the county where such real property is situated (provided where said real property is situated in more than one county, the notice to be posted as herein provided shall be posted at the Courthouse door of each of such counties where said real property is situated, and said above described and conveyed property may be sold at the Courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., (in accordance with the requirements of the applicable law of the State of Texas in effect at the time of such sale), to the highest bidder for cash, selling all of the Property as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty binding the Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall first pay all expenses of advertising said sale and making the conveyance, including a commission of five (5%) percent to himself, which commission shall be due and owing in addition to the attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and the recitals in the conveyance to said purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder shall be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said Property direct the Trustee to abandon said sale, and may then institute suit for the collection of said note, and for foreclosure of the liens herein created; and it is further agreed that if Beneficiary should institute suit for collection thereof, and for a foreclosure of the liens herein created, that he may at any time before entry of final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor, to sell the Property in accordance with the power of sale herein granted.

Beneficiary shall have the right to purchase at any sale of the Property, being the highest bidder, and to have the amount for which such Property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event of a sale of the Property herein described, or any portion thereof, under the terms of the power of sale herein created, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the Property so sold to the purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be, and continue as, tenants at will of such purchaser, and in the event of their failure to surrender possession of said Property upon demand, the purchaser, his heirs or assigns, shall be entitled to institute and maintain an

10/9/05 11:31

action for forcible detainer of said Property in the Justice of the Peace Court in the Justice Precinct in which the said property, or any part thereof, is situated.

It is further agreed that if Grantors, their heirs and assigns, while the owner of the herein described Property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the Property herein conveyed be taken over by a Receiver for Grantors, their heirs or assigns, the Note herein described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions hereof.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said Property, and in the event of any default in the payment of said note or hereunder, Beneficiary, its agent or representative, is hereby authorized, at its option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of its right to accelerate the maturity of said indebtedness nor of its right to proceed with the enforcement of the power of sale hereby granted.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness hereby secured, and that any part of the above described Property may be released from the liens hereby created without altering or affecting the priority of the said liens in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring any interest in the property herein conveyed, or any part thereof, it being the intention of the parties hereto to preserve the liens hereby created on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed on said Property, or that may be fixed, given or imposed by law on said Property after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said Property from said liens.

In the event any portion of the indebtedness herein described cannot be lawfully secured by the liens herein given and created upon the herein described Property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

EXECUTED this 30 day of May, 1987

Dream Homes, Inc.
[Signature]
Contractor
Yvonne Robertson
Print Name

payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Beneficiary, at Beneficiary's option can elect to require Grantor to establish a fund or reserve for the payment of insurance premiums and taxes, and that, together with and in addition to the payments of principal and interest required to be paid under the terms and provisions of the Indebtedness secured hereby, Grantor will pay to the Beneficiary of such Indebtedness, on the installment date of each month until the Indebtedness is fully paid, a sum equal to 1/12th of the established annual taxes and hazard insurance premiums next becoming due upon the property herein described. The Beneficiary shall hold the monthly payments in trust to pay such taxes and premiums before the same becomes delinquent. In the event the deposits made under the provision hereof are insufficient in amount to pay such taxes and premiums before the same becomes delinquent, the Grantor agrees, upon demand of the Beneficiary, to pay the amount of delinquency, and in the event the deposits made hereunder shall exceed the amount of such taxes and premiums, such excess shall be credited by the Beneficiary on subsequent payments to be made thereon, or be refunded to Grantor, at the option of the Beneficiary, and upon full payment of the indebtedness secured hereby, all funds held in trust by the Beneficiary hereof for taxes and insurance shall be remitted to Grantor. In the event a reserve for the payment of insurance premiums and taxes is established, Beneficiary shall not pay any interest to Grantor on the sums held in such reserve.

Borrower may not sell, contract to sell, trade, transfer, assign, exchange or otherwise dispose of the property herein described or any part thereof without the prior written consent of Beneficiary.

Nothing herein or in said Note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas or the United States on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

The plural reference to any party shall include the singular and the singular reference to any party shall include the plural. All of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective parties shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

[Signature]
Borrower

B.J. Faris
Print Name

Borrower

Print Name

JOINT NOTARY ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ and wife, _____, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and he, she or they acknowledged to me that he, she or they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 19____

My Commission Expires _____

NOTARY PUBLIC in and for _____ County, TEXAS

Print Name _____

VOL 4605 P.1432

INDIVIDUAL NOTARY ACKNOWLEDGEMENT

THE STATE OF TEXAS

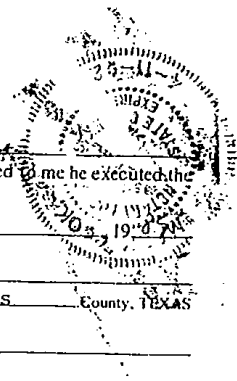
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared B.J. Faris known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of May

4/11/92
My Commission Expires

Mark Cook
NOTARY PUBLIC in and for Harris County, TEXAS
Print Name MARK COOK



CONTRACTOR NOTARY ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Harris

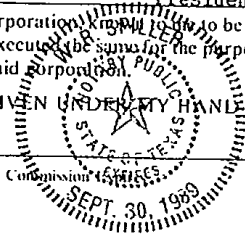
BEFORE ME, the undersigned authority, on this day personally appeared Yvonne Robertson, President of Dream Homes, Inc.

a corporation known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of May, 19 89

W.R. Spiller
My Commission Expires SEPT. 30, 1989

W.R. Spiller
NOTARY PUBLIC in and for Harris County, TEXAS
Print Name W.R. Spiller



ASSIGNMENT

STATE OF TEXAS

COUNTY OF Harris

KNOW ALL MEN BY THESE PRESENTS: THAT the undersigned contractor, being the owner and holder of a certain Builder's & Mechanic's Lien Note therein described for a valuable consideration paid by Goldome Credit Corporation, the receipt of which is hereby acknowledged, does hereby sell, transfer and convey, unto Goldome Credit Corporation, its successors and assigns, that certain Builder's & Mechanic's Lien Contract (and Deed of Trust), the Note therein described, together with all liens existing to secure its payment.

EXECUTED AT Houston TEXAS, this 30th day of May, 19 89

Dream Homes, Inc.
CONTRACTOR
Yvonne Robertson
SIGNATURE OF CONTRACTOR
Print Name Yvonne Robertson

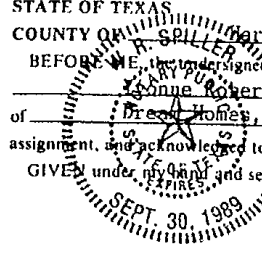
CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Yvonne Robertson known to me to be the President of Dream Homes, Inc. and known to me to be the person whose name is subscribed to the above assignment, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 30th day of May, 19 89



W.R. Spiller
Notary Public in and for Harris County, Texas
Print Name W.R. Spiller

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the above assignment, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this _____ day of _____, 19 _____

Notary Public in and for _____, Texas
Print Name _____

VDL 4605 P81433

E X H I B I T " A "

COUNTY OF BEXAR
STATE OF TEXAS

B. J. FARIS
DREAM HOMES

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A 0.583 OF AN ACRE TRACT OUT OF A 5.0 ACRE TRACT DESCRIBED IN A DEED FROM ROBERT J. ASHER TO B. J. FARIS AND RECORDED IN VOL. 1983, PAGE 18 & 19 AND SITUATED IN THE JOSE RAMON AROCHA SURVEY NO. 171, BEXAR COUNTY, TEXAS: THIS TRACT MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE 5.0 ACRE TRACT AND IN THE NORTH RIGHT OF WAY LINE OF DIETZ-ELKHORN ROAD, AN IRON PIN FOUND FOR THE PLACE OF BEGINNING;

THENCE N 01° 45' E 347 FEET WITH THE WESTLINE OF THE 5.0 ACRE TRACT TO AN IRON PIPE FOUND AT A FENCE CORNER BEING THE NORTHWEST CORNER OF THE 5.0 ACRE TRACT AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 89° 30' E 135 FEET WITH THE NORTHLINE OF THE 5.0 ACRE TRACT TO AN IRON PIN SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 01° 45' W 95.3 FEET TO AN IRON PIN SET FOR THE MOST NORTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89° 30' W 85 FEET TO AN IRON PIN SET AT AN INTERIOR CORNER OF THIS TRACT;

THENCE S 01° 45' W 251.7 FEET TO AN IRON PIN SET IN THE NORTHLINE OF THE SAID ROAD AND THE SOUTHLINE OF THE 5.0 ACRE TRACT AND THE SOUTHERLY SOUTH EAST CORNER OF THIS TRACT;

THENCE N 89° 30' W 50 FEET WITH THE SOUTH LINE OF THE 5.0 ACRE TRACT AND THE NORTHLINE OF THE SAID ROAD TO THE PLACE OF BEGINNING AND CONTAINING 0.583 OF AN ACRE OF LAND MORE OR LESS.

I, JACK P. FULCHER, TEXAS REGISTERED PUBLIC SURVEYOR CERTIFY THE ABOVE FIELD NOTES WERE PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY PERSONAL SUPERVISION.

Jack P. Fulcher

JACK P. FULCHER

5-24-89
T.R.P.S. 1642

AFTER RECORDING PLEASE RETURN TO:
TITLE USA COMPANY OF SAN ANTONIO
494 S. Seguin, Suite 101
New Braunfels, Texas 78130

VOL 4605 PG 14 34

1989 JUL -7 P 3:30
COUNTY CLERK BEZAR CH

Any provision herein which restricts the sale, rental, or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Marital Status, or National Origin, is hereby declared unenforceable under FEDERAL LAW, 42 USC 3605. THIS STATE OF TEXAS COUNTY OF BEZAR I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on

JUL 10 1989



Raeann D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

YOL 4 6 0 5 PG 1 4 3 5

No. 305581
Harry F. Dierker et al

Warranty Deed

John Storey.

STATE OF TEXAS :
 COUNTY OF BEXAR: KNOW ALL MEN BY THESE PRESENTS: That we, Harry F. Dierker and wife, Flora May Dierker, of Los Angeles County, California, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said grantors in hand paid by the grantee/hereinafter named, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto John Storey of Bexar County, Texas, all that certain property situated in the City of San Antonio, County of Bexar, State of Texas, described as follows, to-wit: Being Lot Twelve (12), Block Two (2), New City Block one Thousand Twenty-six (1026). TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above named, his heirs and assigns forever. And we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend the title to the said property unto the said grantee above named, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. EXECUTED this 29th day of May, 1943. Harry F. Dierker
 Flora May Dierker
 55¢ U. S. Rev. Stamps Can.

STATE OF CALIFORNIA :
 COUNTY OF LOS ANGELES: Before me, the undersigned authority, on this day personally appeared Harry F. Dierker and Flora May Dierker wife of the said Harry F. Dierker, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Flora May Dierker, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Flora May Dierker, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office, this 3rd day of June, 1943. Blanche E. Solyard
 Notary Public, Los Angeles County
 California.
 SEAL.

Filed for record on June 23, 1943 at 4:03 PM
 Albert G. Trawalter, County Clerk, Bexar County, Texas
 By Margaret Boyd, deputy and recorded July 6, 1943 at 3:30 PM
 Albert G. Trawalter, County Clerk, Bexar County, Texas BY Edwina P. Ryan Deputy.
 --S--T.C--

No. 305582
Robert J. Asher

Warranty Deed V/L

B. J. Faris

THE STATE OF TEXAS:
 COUNTY OF BEXAR : KNOW ALL MEN BY THESE PRESENTS: That I, Robert J. Asher, of the County of Bexar State of Texas, for and in consideration of the sum of Ten and no/100 Dollars, to me paid and secured to be paid by B. J. Faris as follows: The sum of \$10.00 cash in hand paid, the receipt of which is hereby acknowledged and the further consideration of the assumption by the said B. J. Faris of one certain promissory Vendor's Lien Note dated June 16, 1943, and payable to the order of Mrs. Flora Krause, due in installments of \$75.00 quarterly, with interest at the rate of 6% per annum, the first installment being due and payable on the 16 day of sept., 1943, and a like installment being due and payable each quarter thereafter until the whole is paid. Said note contains the usual clauses as to attorney's fees in case of suit or forced sale. Said note being in the principal sum of \$700.00, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said B. J. Faris of the County of Bexar State of Texas all that certain tract or parcel of land and being situated in Bexar County, Texas and being Five (5) acres of land, more or less, being a part of a 225 acre tract known as Subdivision No. 4, Jose Ramon Arocha Survey No. 171, more particularly described as follows; Beginning at a corner in the North line of Boerne-Van Raub Road and being the southeast corner of said 225 acre tract; thence with road North 89½ deg. West 627 feet to a stone mound for corner; Thence North 1 deg. 45' East 347 feet to a stone mound for corner; thence South 89½ deg.

East 627 feet to a stone mound for corner; in east line of 225 acre tract; thence South 1 deg. 45' West 347 feet to the place of beginning. Being the same land as sold to B. F. Lancaster and Edna Lancaster by G. A. Watkins by deed recorded in Vol. 1779, page 551 of the Deed Records of Bexar County, Texas, to which reference is hereby made. To have and to hold the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said B. J. Faris, his heirs and assigns forever, and I do hereby bind myself heirs, executors and administrators to warrant and Forever Defend, all and singular the said premises unto the said B. J. Faris, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or anypart thereof But it is expressly agreed and stipulated that the vendors Lien is retained against the above described property in favor of Mrs. Elöta Krause premises and improvements, until the above described note and all interest thereon, are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute. Witness my hand at Boerne, Texas this 16 day of June, A. D. 1943.

Robert J. Asher

THE STATE OF TEXAS:
 COUNTY OF KENDALL : Before me, a Notary Public, in and for Kendall County, Texas, on this day personally appeared Robert J. Asher known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 16 day of June, A. D. 1943.

Allen C. Wilson
 Notary Public, Kendall County, Texas.

SEAL.

Filed for record on June 23, 1943 at 4:03 PM
 Albert G. Trawalter, County Clerk, Bexar County, Texas
 By Margaret Boyd, deputy and recorded July 6, 1943 at 4:00 PM
 Albert G. Trawalter, County Clerk, Bexar County, Texas BY Edwina Pippen Deputy.

HS 98

No. 305603
 Helen L. Rupertus et al Release of Liens Paul H. Lacks

THE STATE OF TEXAS:
 COUNTY OF BEXAR : KNOW ALL MEN BY THESE PRESENTS: That in consideration of the payment in full according to the face and tenor thereof, of one certain promissory note for the principal sum of Fourteen Hundred and No/100 Dollars (\$1,400.00), dated September 26, 1941, executed by Paul H. Lacks, payable to the order of H. H. Lacks, a widower, bearing 6% interest her annum; said note due in monthly installments of Twenty Dollars (\$20.00) or more each, beginning November 1st, 1941, described in a certain Warranty Deed executed by H. H. Lacks, a widower, to Paul H. Lacks, dated the 26th day of September, 1941, and recorded in Vol. 1853, on page 241, of the records of Deeds of Bexar County, Texas, the undersigned, the owners and holders of said note do hereby release the vendor's lien and deed of trust lien shown by said instrument to exist upon the following described land, to secure payment of said note viz: All that certain land situated, lying and being in the County of Bexar, State of Texas, described as follows, to-wit: Lot Two (2), Block Thirty-three (33), New City Block Two Thousand Sixty-four (2064), in WAVERLY PLACE ADDITION, lying and being situated within the corporate limits of the City of San Antonio, in Bexar County, Texas, according to a plat thereof recorded in Vol. 105, page 300, of the Deed and Plat Records of Bexar County, Texas. IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed, this the 21st day of April, A. D. 1943.

Helen L. Rupertus
 George Rupertus.

Margaret Lacks King
 Jimmie King
 Mary L. Schwarz

THE STATE OF TEXAS:
 COUNTY OF KERR : Before me, the undersigned authority, on this day personally appeared Jimmie King, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein

WARRANTY DEED

DATE: JANUARY 14, 2000 2000- 0010250

GRANTOR: DOUGLAS R. PATTON, by and through his duly authorized attorney-in-fact, POLLY ANNA PATTON, and wife, DOLORES W. PATTON

GRANTOR'S MAILING ADDRESS (including county):

26985 IH 10 West
Boerne, Kendall County, Texas 78006

GRANTEE: SANFORD A. JENNINGS and wife, PATRICIA K. JENNINGS

GRANTEE'S MAILING ADDRESS (including county):

P.O. Box 1534
Boerne, Kendall County, Texas 78006

CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY (including any improvements):

A 1.539 acres of land out of the Jose Ramon Arocha Survey No. 171, County Block 4708, in Bexar County, Texas, said 1.539 acres being more fully described in Exhibit "A" attached hereto and made a part hereof.

RESERVATIONS FROM CONVEYANCE:

None

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

a) Channel easement as recorded in Volume 4292, Page 2066, Official Public Records of Real Property of Bexar County, Texas.

b) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to

YOL 8280 PG 1096

Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from conveyance and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

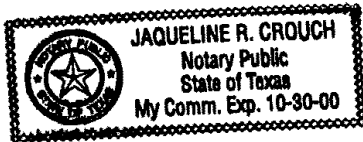
Polly Anna Patton P.O.S. Douglas R. Patton
POLLY ANNA PATTON attorney-in-
fact for DOUGLAS R. PATTON
Dolores W. Patton
DOLORES W. PATTON

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF KENDALL #

This instrument was acknowledged before me on the 14th day of January, 2000, by POLLY ANNA PATTON, attorney-in-fact for DOUGLAS R. PATTON and DOLORES W. PATTON.



Jacqueline R. Crouch
Notary Public, State of Texas

After Recording Return to : Prepared in the Law Office of:

GUARANTY TITLE COMPANY
910 N. MAIN
BOERNE, TEXAS 78006

WILLIAM R. PALMER
910 N. MAIN
BOERNE, TEXAS 78006

259W

VOL 8280 PG 1097

EXHIBIT "A"

STATE OF TEXAS #
COUNTY OF BEXAR #

Field notes for a survey of a 1.539 acres of land out of the Jose Ramon Arocha Survey No. 171, County Block 4708, in Bexar County, Texas, said 1.539 acres of land comprising that certain 0.825 of an acre tract and the remaining part of that certain 0.749 of an acre tract which tracts were conveyed to Douglas R. Patton by deeds recorded in Volumes 3606 and 2775, at pages 1484 and 854, respectively, of the Real Property Records of Bexar County, Texas, said 1.539 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a steel pin, found at fence corner, marking the northwest corner of the above referenced Douglas R. Patton 0.825 of an acre tract, also being on the south line of that certain 26.56 acre tract of land which was conveyed to Lela J. Katzer et vir by deed recorded in Volume 3028, at page 1760, of the Real Property Records of Bexar County, Texas;

Thence South 89° 32' East, with fence, 111.75 feet to a steel pin, found at fence corner, marking the southeast corner of said Katzer 26.56 acre tract and the southwest corner of that certain 26.56 acre tract of land which was conveyed to Sanford A. Jennings et ux by deed recorded in Volume 3028, at page 1745, of the Real Property records of Bexar County, Texas;

Thence South 89° 38' 08" East, with fence along the south line of said Jennings 26.56 acre tract, 80.79 feet to a steel pin, found at fence corner, marking the northeast corner of said the Douglas R. Patton 0.825 of an acre tract and the northwest corner of that certain 4.551 acre tract of land which was conveyed to B. J. Faris by deed recorded in Volume 4515, at page 1385, of the Real Property Records of Bexar County, Texas;

Thence, with fence along the west line of said Faris 4.551 acre tract, South 01° 37' 26" West, 184.25 feet to a steel pin found marking the southeast corner of said 0.825 of an acre tract and the northeast corner of the Douglas R. Patton 0.749 of an acre tract, and South 01° 44' 50" West, 165.07 feet to a steel pin, found at fence corner on the north line of Dietz-Elkhorn Road, marking the southeast corner of said Patton 0.749 of an acre tract and the southwest corner of said Faris 4.551 acre tract;

Thence with the north line of the Dietz-Elkhorn, North 89° 39' 13" West, 11.40 feet to a set steel pin and North 85° 50' 38" West, 186.68 feet to a steel pin set at fence corner on the west line of said Patton 0.749 of an acre tract and the east line of that certain 1.249 acre tract of land which was conveyed to Virginia Patton by deed recorded in Volume 1406, at page 359, of the Real Property Records of Bexar County, Texas;

Thence, with fence along the east side of said Virginia Patton 1.249 acre tract, North 02° 44' 54" East, 151.84 feet to a steel pin found marking the northwest corner of the Douglas R. Patton 0.749 of an acre tract and the southwest corner of the Douglas R. Patton 0.825 of an acre tract; and North 02° 36' 09" East, 96.38 feet to a steel pin found marking the northeast corner of the Virginia Patton 1.249 acre tract;

Thence North 02° 21' 04" East, continuing with fence, 89.13 feet to the place of BEGINNING.

I hereby certify the forgoing field notes to be true and correct according to an actual survey made on the ground under my supervision on December 8, 1999.

Dan B. Bunker
Dan B. Bunker, R.P.L.S.
Registration No. 2712

VOL 8280 PG 1098

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On Jan 19 2000

At 3:25pm

Receipt #: 297983
Recordings: 7.00
Doc/Mgmt: 6.00

Doc/Num : 2000- 0010250

Deputy -Suzanne Ybarra

JAN 20 2000



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

RECORDER'S MEMORANDUM

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

VOL 8280 PG 1099

GF# 00905960

WARRANTY DEED

W3

THE STATE OF TEXAS §

COUNTY OF BEXAR §

THAT **RODGER B. JENNINGS** and wife, **LORINE JENNINGS** (“**GRANTORS**”), acting herein by and through **JAMES JENNINGS** as their Agent and Attorney-In-Fact, for and in consideration of the sum of **TEN AND NO/100 DOLLARS** (\$10.00) and other good and valuable consideration to them cash in hand paid by **GERALD W. RENTZ, JR.** and wife, **LISA RENTZ** (herein called “**GRANTEES**”), of Kendall County, Texas, whose mailing address is: 29242 Enchanted Glen, Boerne, Texas 78015, the receipt and sufficiency of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do **GRANT, SELL AND CONVEY** unto the said **GRANTEES** all that certain tract or parcel of land situated in Bexar County, Texas, described as follows, to-wit:

PROPERTY DESCRIPTION IS CONTAINED ON EXHIBIT “A” ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED BY REFERENCE HEREIN.

The conveyance recited above is made and accepted subject to all presently valid restrictions, reservations, covenants, conditions, rights-of-way, easements, agreements, mineral leases and royalty and mineral conveyances now outstanding and of record, if any, in Bexar County, Texas, affecting the above described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEES** herein, their heirs, executors, administrators, successors and/or assigns forever; and we do hereby bind ourselves, our heirs, executors, administrators, successors and/or assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said **GRANTEES**, their heirs, executors, administrators, successors and/or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

NOV 9 18 06 1949

DATED this the 31st day of October, 2001.

Rodger B. Jennings

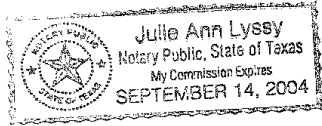
RODGER B. JENNINGS by JAMES
JENNINGS as his Agent and Attorney-In-
Fact

Lorine B. Jennings

LORINE JENNINGS by JAMES
JENNINGS as her Agent and Attorney-In-
Fact

THE STATE OF TEXAS §
COUNTY OF BEXAR §

THIS INSTRUMENT WAS ACKNOWLEDGED before me on the 31st day
of October, 2001, by JAMES JENNINGS as Agent and Attorney-In-Fact for RODGER
B. JENNINGS and wife, LORINE JENNINGS.



Julie Lyssy

Notary Public, STATE OF TEXAS

AFTER RECORDING RETURN TO:
Gerald W. Rentz, Jr.
29242 Enchanted Glen
Boerne, Texas 78015

VOL 9118 PG 1950

State of Texas §
County of Bexar §

Field notes for a survey of 26.57 acres of land out of Survey Number 171, Jose Ramon Arocha, Abstract Number 24, County Block Number 4708 in Bexar County, Texas. Said 26.57 acre tract of land being the same land conveyed to Rodger B. Jennings et ux, recorded in Volume 3028, Page 1730 of the Real Property Records of Bexar County, Texas and being more particularly described by metes and bounds as follows.

Beginning at a one half inch steel pin found for the common southeast corner of a 26.56 acre tract of land described in a deed to Roger B. Jennings et ux, recorded in Volume 3028, Page 1730 of the Real Property Records of Bexar County, Texas; being an angle point on the west line of Lot 2, Block B of Enchanted Oaks, Unit - 1 recorded in Volume 9506, Page 152 of the Deed and Plat Records of Bexar County, Texas and being the northeast corner of a 5 acre tract of land described in a deed to B.J. Faris recorded in Volume 1983, Page 18-19 of the Deed Records of Bexar County, Texas.

Thence with the south line of said Rodger B. Jennings et ux, 26.56 acre tract of land and along the north line of said B.J. Faris, 5 acre tract of land South 89°04'04" West, a distance of 349.95 feet to a one half inch steel pin found for the common southwest corner of said Rodger B. Jennings et ux, 26.56 acre tract of land being the southeast corner of a 26.56 acre tract of land described in a deed to Sanford A. Jennings et ux, recorded in Volume 3028, Page 1745 of the Real Property Records of Bexar County, Texas.

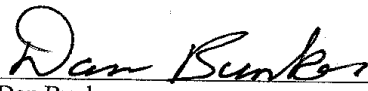
Thence with the common west line of said Rodger B. Jennings et ux, 26.56 acre tract of land being the east line of said Sanford A. Jennings et ux, 26.56 acre tract of land North 00°00'12" West, at a distance of 699.7 feet a four and one half inch steel pipe fence corner post in all a distance of 3251.72 feet to a point on the south bank of Balcones Creek for the common northwest corner of said Rodger B. Jennings et ux, 26.56 acre tract, being the northeast corner of said Sanford A. Jennings et ux, 26.56 acre tract of land. From which a one half inch steel pin found under wire fence bears South 00°00'12" East, a distance of 69.18 feet.

Thence with the meanders of the south bank of Balcones Creek, North 80°45'00" East, a distance of 349.23 feet to a point for the northeast corner of this tract of land on the west line of a 66.65 acre tract of land described in a deed to Louis L. Volcker Construction Co., Inc. recorded in Volume 3300, Page 1286 of the Real Property Records of Bexar County Texas. From which a one half inch steel pin found bears South 00°32'28" East a distance of 50.00 feet.

Thence with the east line of said Rodger B. Jennings et ux, 26.56 acre tract of land and along the west line of said Louis L. Volcker Construction Co., Inc. 66.65 acre tract of land the following eight calls:
South 00°32'28" East, a distance of 50.00 feet to a one half inch steel pin found;
South 02°06'12" West, a distance of 32.06 feet to an eight inch cedar fence post;
South 00°33'19" East, a distance of 1453.55 feet to an eleven inch Live Oak Tree;
South 00°04'50" East, a distance of 313.84 feet to a nine inch cedar fence post;
South 00°50'04" East, a distance 135.15 feet to a three inch cedar fence post;
South 00°50'51" West, at a distance of 294.56 feet the north line of Enchanted Oaks Subdivision, Unit -1 recorded in Volume 9506, Page 152 of the Deed and Plat Records of Bexar County, Texas in all a distance of 415.85 feet to a twelve inch creosote post;
South 00°28'02" West, a distance of 353.90 feet to a ten inch Live Oak Tree;
South 00°34'50" East, a distance of 310.15 feet to a steel (tee) post and South 01°04'58" West, a distance of 237.87 feet to the place of **beginning**. Bearing basis record as per Volume 3028, Page 1730 a one half inch steel pin found for the southeast corner to a one half inch steel pin found near the northeast corner. Plat of survey prepared separately dated September 17, 2001.

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I, Dan Bunker, Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing field notes are true and correct according to an actual survey made on the ground under my direction and supervision on September 17, 2001.



Dan Bunker
Registered Professional Land Surveyor
Registration Number 2712

State of Texas §
County of Bexar §

Field notes to a 12 foot wide perpetual and way easement across a portion of Survey Number 171, Jose Ramon Arocha, Abstract Number 24, County Block 4708 in Bexar County, Texas. Said 12 foot wide perpetual and way easement also being across a portion 100 acre tract of land described in a deed to Bryan Jennings recorded in Volume 1749, Page 32-34 of the Deed Records of Bexar County, Texas. Said 12 foot wide perpetual and way easement being more particularly described by metes and bounds as follows.

Beginning at a one half inch steel pin found for the common southeast corner of a 26.56 acre tract of land described in a deed to Sanford A. Jennings et ux, recorded in Volume 3028, Page 1745 of the Real Property Records of Bexar County, Texas being the southwest corner of a 26.56 acre tract of land described in a deed to Rodger B. Jennings et ux, recorded in Volume 3028, Page 1730 of the Real Property Records of Bexar County, Texas.

Thence with the south line of this 12 foot wide perpetual and way easement the following two calls: South 89°04'04" West, a distance of 159.20 feet to a five inch cedar fence post and South 88°45'08" West, at a distance of 199.5 feet the common southwest corner of said Sanford A. Jennings et ux, 26.56 acre tract of land being the southeast corner of a 26.56 acre tract of land described in a deed to Lela J. Katzer et vir, recorded in Volume 3028, Page 1760 of the Real Property Records of Bexar County, Texas at a distance of 555.1 feet the common southwest corner said Lela J. Katzer et vir, 26.56 acre tract of land being the easterly southeast corner of a 26.56 acre tract of land described in a deed to Riley A. Jennings et ux, recorded in Volume 3028, Page 1775 of the Real Property Records of Bexar County, Texas in all a distance of 768.73 feet a one half inch steel pin set on the east side of an existing road.

Thence along the east side of said existing road South 15°59'17" West, a distance of 184.94 feet to a one half inch steel pin set on a curve to the left on the north right of way line of Dietz Elkhorn Road. From which a one half inch steel pin found for the northeast corner of a 0.291 acre tract of land described in a deed from Riley A. Jennings et ux, to the County of Bexar recorded in Volume 4258, Page 0266 of the Real Property records of Bexar County, Texas bears with a curve to the right (whose radius is 807.00 feet, central angle is 05°42'26" and whose chord bears South 67°33'23" East, a distance of 80.35 feet) an arc distance of 80.38 feet.

Thence with the north right of way line of said Dietz Elkhorn Road and with said curve to the left (whose radius is 807.00 feet, central angle is 00°51'12" and whose chord bears North 70°50'12" West, a distance of 12.02 feet) an arc distance of 12.02 feet to a one half inch steel pin set for the southerly southwest corner of this 12 foot wide perpetual and way easement.

Thence along the west side of an existing road North 15°59'17" East, a distance of 193.12 feet to a one half inch steel pin set.

Thence with the north line of this 12 foot wide perpetual and way easement the following two calls: North 88°45'08" East, at a distance of 222.8 feet the common west line of said Riley A. Jennings et ux, 26.56 acre tract of land being the east line of said Lela J. Katzer et vir, 26.56 acre tract of land at 578.3 feet the common east line of said Lela J. Katzer et vir, 26.56 acre tract of land being the west line of said Sanford A. Jennings et ux, 26.56 acre tract of land in all a distance of 777.61 feet to a one half inch steel pin set; North 89°04'04" East, a distance of 159.43 feet to a one half inch steel pin set on the common east line of said Sanford A. Jennings et ux, 26.56 acre tract of land being the west line of said Rodger B. Jennings et ux, 26.56 acre tract of land.

Thence with the common east line of said Sanford A. Jennings et ux, 26.56 acre tract of land being the west line of said Rodger B. Jennings et ux, 26.56 acre tract of land South 00°00'12" East, a distance of 12.00 feet to the place of **beginning**. Bearing basis record as per Volume 3028, Page 1730 a one half inch steel pin found for the southeast corner to a one half inch steel pin found near the northeast corner. Plat of survey prepared separately dated September 17, 2001.

I, Dan Bunker, Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing field notes are true and correct according to an actual survey made on the ground supervision on September 17, 2001.

Dan Bunker

Dan Bunker
Registered Professional Land Surveyor
Registration Number 2712

VIII 9118 PP 1952

VOL 9118 PG 1953

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence of the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

NOV 05 2001



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20010195023
Pages 5
11/05/2001 03:50:48 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$17.00

SCANNED



UTILITY SERVICE AGREEMENT

STATE OF TEXAS
COUNTY OF BEXAR

§
§
§

Book 18821 Page 1224 21pgs

This Utility Service Agreement (“Agreement”) is entered into by and between the San Antonio Water System Board of Trustees, through Resolution Number 17-002, acting by and through its President/Chief Executive Officer (“SAWS”) and Gerald W. Rentz, Jr., and Lisa Rentz, (“Developer”) together the Parties (“Parties”).

Recitals

Whereas, Developer has requested that SAWS provide water and wastewater service (the “Services”) to an approximate 4.29-acre tract of land, (the “Rentz Dietz-Elkhorn Tract” or “Tract”), which is located outside SAWS’ water CCN, outside SAWS’ wastewater CCN and does not require SAWS’ financial participation in the development of infrastructure through oversizing or impact fee credits, therefore, Board action is required; and

Whereas, the Tract is located over the Edwards Aquifer Recharge or Contributing Zone, which is located within the 5-mile Awareness Zone of Camp Bullis, such Tract being more particularly described in Attachment VI hereto, as accepted by SAWS; and

Whereas, SAWS desires to provide the Services to the Developer pursuant to this Agreement, the SAWS Utility Service Regulations, and all applicable local, state, and federal regulations, as amended.

Now Therefore, The Parties Hereto Agree To The Following Terms and Conditions:

1.00 Interpretation of Agreement.

1.01 The Parties acknowledge that the Services contemplated by this Agreement shall be provided in accordance with the SAWS Utility Service Regulations, Design Criteria, Schedules, Attachments and Instruments thereto, as amended (together “USR”). In the event the specific terms of this Agreement are in conflict with the USR, the specific terms of this Agreement shall apply. The above notwithstanding, for the specific conflicting terms to prevail, the conflict must be expressly noted in the Agreement. The Parties further acknowledge that this Agreement is subject to future acts of the City Council of the City of San Antonio with respect to the adoption or amendment of impact fee ordinances/resolutions.

1.02 The Parties agree that the purpose of this Agreement is the reservation of the designated water supply and /or wastewater discharge capacity for the Tract. Any rights that the Developer claims arise under Chapter 245, Texas Local Government Code, that are related to this Agreement shall comply with the Unified Development Code Article IV, Division 1, Chapter 35-410 and applicable requirements in Article VII, Division 2 *Vested Rights*. If Developer intends to rely on this USA as its application for the purposes of vested rights under Chapter 245, then please contact Development Services Department, Land Entitlement team at 210-207-1111 or 1901 S. Alamo,

Utility Service Agreement
USA-11549 Rentz Dietz-Elkhorn Tract
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Preparer’s Initials *Jy.*

San Antonio, TX. 78204. In no event shall the Utility Service Regulations replace or conflict with the City's Unified Development Code, Article IV, Division 1, Chapter 35-410 and applicable requirements in Article VII, Division 2 *Vested Rights*.

2.00 Obligation Conditioned.

The obligation of SAWS to provide the Services is conditioned upon present rules, regulations and statutes of the United States of America and the State of Texas and any court order that directly affects the SAWS' Regional Water Production and Distribution System and/or Regional Wastewater Transportation and Treatment System and/or the utility infrastructure directly servicing the Tract. Developer acknowledges that if the rules, regulations and statutes of the United States of America and/or the State of Texas that are in effect upon the execution date of this Agreement are repealed, revised or amended to such an extent that SAWS becomes incapable of, or prevented from, providing the Services, then no liability of any nature is to be imposed upon SAWS as a result of SAWS' compliance with such legal or regulatory mandates. SAWS agrees that it will use its best efforts to prevent the enactment of such legal or regulatory mandates.

3.00 Term.

3.01 The term of this Agreement shall be seven (7) years from the Effective Date if the Developer complies with the requirements set out in G.C. 19.00 (attached) within the time period therein stated. This Agreement shall automatically expire if Developer fails to comply with the requirements of G.C. 19.00 within the time period therein provided. The term of this Agreement may be extended to fifteen (15) years from the Effective Date, if Developer complies with the requirements to extend the term set forth in G.C. 19.00 within the time period therein stated. Certain obligations of SAWS (described in Section 3.03 below) may survive the expiration of the term of this Agreement, to the extent that Developer has (i) paid all applicable impact fees for the Services at the then-current rate, and (ii) complied with all On-Site and Off-Site utility infrastructure requirements of this Agreement (described in the Special Conditions), including over-sizing requirements.

3.02 To the extent that SAWS' obligations do not survive the expiration of this Agreement, Developer understands and agrees that a new Utility Service Agreement must be entered into with SAWS to receive the Services for the development project that is the subject of this Agreement.

3.03 To the extent that Developer timely pays all applicable impact fees and complies with all On-Site and Off-Site utility infrastructure requirements prior to the expiration of this Agreement, the following obligations will survive expiration of this Agreement:

- (i) SAWS' recognition of the EDUs referenced as the subject of this agreement as Guaranteed Capacity.
- (ii) SAWS' continued recognition of impact fee credits previously earned by the Developer pursuant to Sections 15.8 and 15.9 of the USR.
- (iii) SAWS' continued provision of the Services to retail customers located in the Tract, so long as such customers pay for the services and comply with the regulations applicable to individual customers.

4.00 Entire Agreement.

The following documents attached hereto and incorporated herein are as fully a part of this Agreement as if herein repeated in full, together with this Agreement, comprise the Agreement in its entirety:

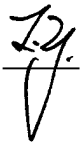
- Attachment I: General Conditions
- Attachment II: Special Conditions
- Attachment III: Description of Proposed Water and/or Wastewater Infrastructure
- Attachment IV: Board Summary & Recommendation and Resolution (if necessary)
- Attachment V: Developer Water and/or Wastewater Master Plan (if necessary)
- Attachment VI: Engineering Study Including Description of the Tract
- Attachment VII: Lift Station & Force Main Supplemental Agreement (if necessary)
- Attachment VIII: Water Recycling and Conservation Plan (if necessary)

Any of the above attachments that are created and submitted by the Developer as an attachment to this USA shall be limited to providing relevant engineering, planning or managing information for the purposes of setting aside or reserving water and/or wastewater service capacity as specified in the body of this USA, the General Conditions and the Special Conditions. Developer agrees that it will not attempt to rely on, and SAWS does not authorize, any of the contents of any attachments created and submitted by the Developer as a basis for claiming rights under Chapter 245 of the Texas Local Government Code, except as specifically required by Section 1.02 of this USA.

Developer understands that this Agreement, including, its General Conditions, Special Conditions and Attachments, is subject to the Texas Public Information Act; and, therefore, agrees that it will not claim that any of the information contained herein is subject to any third party exception under that Act.

5.00 Developer's Obligations.

The Developer acknowledges and agrees that the capacity provided by this Agreement runs with the land and shall be an appurtenance to the Tract. The Developer acknowledges that recordation of this Agreement in the Real Property Records of the County in which the Tract is located within three (3) years of the Effective Date of this Agreement is required; otherwise, this Agreement will automatically terminate. Developer shall record the Agreement and the delivery of a recorded copy to the Director within three (3) years of the Effective date of this Agreement or before any transfer of property or EDUs as specified in G.C. 20.00, whichever is sooner, is required. The Developer shall maintain records of EDU's remaining on the Tract pursuant to the approved Developer Master Plan. Developer shall provide SAWS with such records upon SAWS written request.

Preparer's Initials 

6.00 Indemnity.

TO THE EXTENT ALLOWED BY LAW AND TEXAS CONSTITUTION, THE DEVELOPER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SAWS AND ITS SUCCESSOR AND ASSIGNS FROM THE CLAIMS OF THIRD PARTIES ARISING OUT OF SAWS' RECOGNITION OF THE TRANSFER OF CAPACITY UNDER THIS AGREEMENT TO DEVELOPER'S SUBSEQUENT PURCHASERS, SUCCESSORS AND ASSIGNS.

7.00 Notices.

Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO SAN ANTONIO WATER SYSTEM:

**SAN ANTONIO WATER SYSTEM
POST OFFICE BOX 2449
SAN ANTONIO, TEXAS 78298-2449
ATTN: SAM MILLS, P.E., DIRECTOR, INFRASTRUCTURE PLANNING**

IF TO DEVELOPER:

**GERALD AND LISA RENTZ
8128 TRIPLE CROWN
FAIR OAKS RANCH, TX 78015
ATTN: GERALD RENTZ**

8.00 Severability.

If for any reason any one or more paragraph of this Agreement are held legally invalid, such judgment shall not prejudice, affect impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this contract held legally invalid.

9.00 Effective Date.

The Effective Date of this Agreement shall be the date signed by the authorized representative of the San Antonio Water System.

10.00 Ownership.

By signing this Agreement the Developer represents and warrants that it is the owner of the Tract or has the authority of the Tract owner to develop the area. Any misrepresentation of authority or ownership by Developer shall make this Agreement voidable by SAWS. If the Developer does not own the Tract, then the Developer must provide documentation from the owner of the Tract to show that Developer has the proper authority to develop the Tract.

Utility Service Agreement
USA-11549 Rentz Dietz-Elkhorn Tract
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Preparer's Initials



ACCEPTED AND AGREED TO IN ALL THINGS:

San Antonio Water System
Signature: [Signature]
Print Name: Robert R. Puente
Title: President, Chief Executive Officer
Date: 10-3-17

Developer
Signature: [Signature]
Print Name: Gerald W Rentz
Title: Owner
Date: 9/12/17

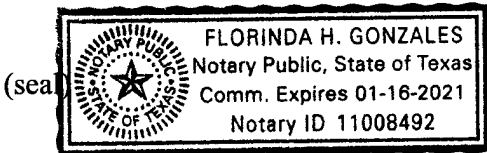
ACKNOWLEDGEMENTS

STATE OF TEXAS, COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Robert R. Puente known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as President / CEO for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of October, 2017.



[Signature]
Notary Public

STATE OF TEXAS, COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Gerald W. Rentz known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as Owner for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of September, 2017.



[Signature]
Notary Public

GENERAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT

G.C.1.00 Definitions.

G.C.1.01 Developer.

Owner of the tract, his subsequent purchasers, successors, and/or assigns.

G.C.1.02 Director of Infrastructure Planning.

The Director of Infrastructure Planning of the San Antonio Water System or his/her designated representative.

G.C. 1.03 Definition of Terms.

Unless defined in the Utility Service Agreement (the "Agreement"), the terms used in this General Conditions of the Utility Service Agreement (the "General Conditions") shall have the same definitions and meaning as those set out in Chapter 2, Definitions, of the Utility Service Regulations ("USR"). In the event a term is specifically defined in the General Conditions, and the definition is in conflict with that found in the USR, and such conflict is acknowledged in the General Conditions, the definition set out in the General Conditions shall apply.

G.C.2.00 Required Submittals.

If determined to be necessary by the Director of Infrastructure Planning ("Director"), the Developer hereby agrees to submit the following documents prior to the execution of the Agreement: Developer Master Plan, Developer Utility Layout, Water Recycling and Conservation Plan, and Engineering Report. The Parties agree that such documents are included instruments to the Agreement. The submittal of such documents is a condition precedent to plat recordation and initiation of Services. Developer shall modify such documents as may be reasonably required by the Director. Such documents shall be updated as required by the Director and the USR.

G.C.3.00 Dedication to SAWS.

The Developer agrees to dedicate, grant, and convey to SAWS all rights, title and interest of Developer in both the Off-Site and On-Site utility infrastructure that the Developer is required to construct under the Special Conditions of the Utility Service Agreement (the "Special Conditions"), and to dedicate, grant, and convey to SAWS easements for such utility infrastructure. Upon written acceptance of Off-Site and On-Site utility infrastructure by SAWS, the infrastructure shall be owned, operated and maintained by SAWS.

G.C.4.00 Design and Construction Requirements.

The design and construction of all Off-Site and On-Site utility infrastructure shall, at a minimum, comply with the requirements established by SAWS, including the USR, the City of San Antonio, the County of Bexar, the State of Texas, and any agency thereof with jurisdiction, including but not limited to the Texas Commission on Environmental Quality and the Texas Department of Health. Off-Site and On-Site utility infrastructure shall be constructed under the inspection of SAWS. Provision of the Services to the Tract shall not commence until the Director has accepted and approved Off-Site and On-Site utility infrastructure in writing.

G.C.5.00 Joint Venture Agreements.

In the event the Developer enters into a Joint Venture Agreement covering the costs for supplying the Services to the Tract, the Developer shall send a copy of such agreement to the attention of the Director.

G.C.6.00 Assignment.

This Agreement may not be assigned in whole or in part; however, Developer may assign, convey or transfer EDU capacity ("EDU capacity transfer") to buyers of portions of the Tract in accordance with the terms in G.C. 20.00

General Conditions of USA
USA-11549 Rentz Dietz-Elkhorn Tract
08/24/17, Page 1 of 4

Preparer's Initials *J.Y.*

G.C.7.00 Event of Foreclosure.

In the event Developer's interest in the Tract described in Attachment VI are extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to SAWS that they are the successor in interest to the Tract as a result of such foreclosure, and that there are no lawsuits pending concerning the Tract, SAWS shall consider the foreclosing party a successor in interest if the foreclosing party executes a utility service agreement with SAWS after the Director determines that the execution of such an agreement will not be adverse to SAWS' interest.

G.C.8.00 Payment for Provision of Utility Service.

In the event payment for the Services provided to a subdivision plat within the Tract is not billed by SAWS, the amount of the monthly fees for the provision of the Services will be those charged to the various customer classifications as set by City Ordinances, with the billing and collection thereof on behalf of SAWS, being the responsibility of the billing utility purveyor. To facilitate this arrangement, Developer is to insert into any utility agreement with whatever utility purveyor is to bill for utility services to a subdivision plat within the Tract, a provision requiring said purveyor to enter into a Contract with SAWS to bill and collect SAWS' monthly utility services fees and transmit said fees to SAWS. The billing utility purveyor shall advise customers that delinquent non-payment of any of SAWS' fees will result in interruption and/or termination of the Services provided by SAWS, in accordance with applicable interruption and termination policies and procedures, as amended. SAWS shall not be obligated to provide the Services to any plat within the Tract unless and until the utility purveyor has executed a contract with SAWS to provide for the billing and collection of the Services provided by SAWS.

G.C.9.00 Enforcement of Industrial Waste Ordinance if Required by SAWS.

The Developer shall cause to be recorded in the Deed and Plat Records of the counties in which the Tract is located, a restrictive covenant covering the entire Tract. This restrictive covenant shall run with the land in the Tract described in Attachment VI. Such covenant shall contain language expressly granting to SAWS the right, should SAWS so elect, to enforce and or otherwise pursue to the extent provided at law or in equity, the provisions of the City's Industrial Waste Ordinance No. 57214, as amended or as may be amended (codified as Chapter 34, Article V, Division 3 of the City Code). SAWS' right shall include, to the extent provided at law or in equity, the right to inspection, sampling and monitoring of the collection system to assure ordinance compliance.

Recordation of the Covenant shall be a condition precedent for SAWS' provision of the Services to any portion of said Tract.

G.C.10.00 Oversizing.

Developer must pay for all mains and other utility facilities needed to serve the Tract. SAWS may require the installation of oversized water mains and wastewater mains and related facilities. SAWS' requirements for oversizing, if any, are set forth in the Special Conditions. SAWS will execute a trilateral contract with Developer and a contractor for the construction of oversized facilities. Contracts for the construction of oversized facilities must be competitively bid as required by law. SAWS will reimburse the Developer for the oversize construction cost differential upon completion of the approved facility installation and SAWS' acceptance of such facility. SAWS will determine whether to provide such reimbursement in the form of a cash reimbursement or in credits to be applied to impact fees. All oversizing shall be done in accordance with the USR.

G.C.11.00 Off-Site /On-Site Facilities.

Developer shall construct and install all required Off-Site and On-Site utility infrastructure in accordance with the USR and Special Conditions, at no cost to SAWS. Any specific requirements related to the facilities are set forth in the Special Conditions.

G.C.12.00 Impact Fee Payment.

Developer agrees that the Agreement does not constitute an assessment of impact fees. Developer agrees to pay all applicable impact fees at the time and in the amount prescribed by ordinance or resolution of the City Council of the

General Conditions of USA
USA-11549 Rentz Dietz-Elkhorn Tract
08/24/17, Page 2 of 4

Preparer's Initials *Jy.*

City of San Antonio and the USR, as amended. An estimate of the impact fees for the development Tract is provided in the Special Conditions. The estimate does not constitute an assessment of impact fees, and the amount of impact fees is subject to change by the City Council of the City of San Antonio as provided by law.

G.C.13.00 SAWS' Obligation to Supply Service.

To the extent that Developer pays all applicable impact fees and complies with all Off-Site and On-Site utility infrastructure requirements, Developer shall be entitled to the permanent use and benefit of the Services and is entitled to receive immediate service from any existing facilities with actual capacity to serve the development for which impact fees were paid, subject to compliance with other valid regulations. If, after collecting the impact fees, there is no actual capacity in existing facilities to provide the Services, SAWS will provide the Services within a reasonable period of time not to exceed five (5) years, as prescribed by Chapter 395 of the Local Government Code, as amended. In the event Services are required by Developer earlier than the five (5) year period, Developer and SAWS may agree that Developer may construct or finance the capital improvements or facility expansions required to provide Services, and the costs incurred or funds advanced will be credited against impact fees otherwise due from the new development or reimbursed to Developer from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to Developer at the time the other new development records its plat.

G.C.14.00 Facility Design and Construction.

The Developer shall design and construct all On-Site and Off-Site utility infrastructure described in the Special Conditions, including any oversizing, in accordance with the USR and all applicable local, state and federal requirements. Developer further recognizes that SAWS' approval in all respects as to facility right-of-way adequacy, location, size, grade and invert elevation is a condition precedent to any further obligation of SAWS. Specific design and construction requirements are set forth in the Special Conditions.

G.C.15.00 Use of Capacity by SAWS.

Developer understands that capacity in Off-Site and On-Site utility infrastructure resulting from the Agreement for the Tract may be utilized by SAWS for other tracts requesting service from SAWS. SAWS shall keep accurate records of the capacity provided to the Tract under the Agreement, whether Set-Aside or Guaranteed Capacity, and in no event will Developer be denied capacity as a result of SAWS' utilization of such capacity for another tract. Set-Aside capacity shall not survive the expiration of the Agreement.

G.C.16.00 Utility Master Plan Requirements.

The Developer will prepare a utility master plan, which details the water and/or wastewater systems for the Tract pursuant to the USR, as amended.

G.C.17.00 Phased Utility Master Plans.

If the Developer's water and/or wastewater systems are to be installed in phases or units, the Developer shall submit overall utility master plans to SAWS for review and approval. The overall utility master plan(s) shall be submitted before the first construction phase is submitted for plat approval. The overall utility master plan(s) shall show the development phases or units including the sequence and a timetable for build-out. The Developer shall also provide SAWS with a digital version of the proposed recorded plat, as submitted for plat recordation in a format acceptable to SAWS, for each phase or unit of the development project.

G.C.18.00 Conformance of Plans to Utility Master Plan.

All water and wastewater system facilities to serve the Tract shall be designed and constructed in conformance with the approved utility master plan. Changes in the water and wastewater system design shall be resubmitted to SAWS for written approval.

General Conditions of USA
USA-11549 Rentz Dietz-Elkhorn Tract
08/24/17, Page 3 of 4

Preparer's Initials

JY

G.C.19.00 Timing Requirements for Submission of Plans.

Developer shall have three (3) years from the Effective Date of the Agreement to complete and submit the required utility master plan and to start construction of the Off-Site and On-Site utility infrastructure described in the Special Conditions. Developer agrees that the Agreement for the provision of Services shall automatically expire if Developer has not submitted a utility master plan and started construction of required Off-Site and On-Site utility infrastructure within three (3) years of the Effective Date of the Agreement, and a new request for the Services must be submitted to SAWS, which SAWS will grant based on then existing policies and regulations. In the event Developer meets the above-mentioned requirements within the three (3) year period provided, the Agreement shall remain in effect for seven (7) years from the Effective Date. If Developer submits a revised Utility Master Plan in accordance with the USR prior to the expiration of the seven (7) year period, the Agreement for the provision of Services may be extended to a maximum term of fifteen (15) years from the Effective Date.

G.C. 20.00 EDU Transfers.

The transfer of EDU capacity outside the original boundaries of this Utility Service Agreement will not be allowed. The San Antonio Water System considers this Agreement to run with the land; however, EDU capacity transfers to subdivided tracts within the Tract of this Agreement are the responsibility of the Developer and approval of such transfers is not required by the San Antonio Water System. The Developer shall maintain an accounting of the EDU capacity that is used by the Developer and/or transferred after the effective date of this Agreement to portions of the Tract. If the Developer sells a portion of the Tract and transfers part of the EDU capacity contained in this Agreement, then that EDU capacity transfer must be included in the deed, bill of sale or instrument conveying the land and the Developer must require the buyer of the land who receives the allocated EDUs to record the instrument effectuating the transfer. Developer may file a Master Development Plan or an EDU Plan, prepared by an engineer, that shows specific EDU capacity allocations within the Tract and shall ensure that the Master Development Plan or EDU Plan is attached to this Agreement and properly recorded. SAWS will recognize the capacity allocations within the Master Development Plan or EDU Plan so long as those allocations are within the parameters of this Agreement. For properties that have areas of unplanned use, the demand will be calculated at four (4) EDUs per acre unless the engineering report specifies otherwise or there is not enough EDU capacity remaining for the Tract to allocate four (4) EDUs per acre.

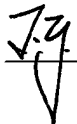
In no event will the System be responsible to 3rd parties for providing water supply or wastewater discharge capacity beyond the total EDU capacity identified in this Agreement for the Tract. Developer expressly disclaims, releases and holds harmless SAWS from any liability, damages, costs or fees, and agrees to indemnify SAWS for any liability, including, costs and attorney's fees, associated with any dispute related to the transfer of all or a portion of EDU capacity approved for the Tract in this Utility Services Agreement.

G.C. 21.00 Camp Bullis Awareness Zone.

In the event that the Tract is located within, or partially within, the Camp Bullis Awareness Zone, the Developer acknowledges that certain lighting regulations may apply within at least a 3-mile radius of Camp Bullis, commonly referred to as down-lighting or dark sky lighting, and Developer will comply with those regulations. Developer agrees to comply with any local, state or federal law, rule or regulation related to the protection of the environment or endangered species, including but not limited to, any site assessments or surveys and notice to the United States Fish & Wildlife when required by law, rule or regulation. Developer acknowledges that any required assessment, survey or notice shall be current or updated as may be required by law, rule or regulation.

G.C. 22.00 Written Project Information.

The project associated with this Utility Service Agreement is described in the forms submitted by the applicant including but not limited to 1) a cover sheet clearly stating "USA Request" and the project name; 2) the Engineering Report; and 3) a legal description, metes and bounds description, or Master Development Plan (MDP), subdivision plat, or similar document of the Tract.

Preparer's Initials 

SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT**WATER SERVICE****S.C.1.00 Tract Location and Ultimate Demand.**

Rentz Dietz-Elkhorn Tract, a 4.29-acre tract outside the City of San Antonio limits, is located in the northwest corner of the intersection of Elkhorn Ridge and Dietz Elkhorn Rd., as shown in Attachment VI (the "Tract"). The tract is located over the Edwards Aquifer Recharge or Contributing Zone and is located within the 5-mile Awareness Zone of Camp Bullis. The proposed Tract is located outside SAWS' water CCN, outside SAWS' wastewater CCN and does not require SAWS' financial participation in the development of infrastructure through oversizing or impact fee credits, therefore, Board action is required.

The ultimate demand from the proposed development, on SAWS' water infrastructure, shall not exceed 22 equivalent dwelling units (EDUs) of water supply.

S.C.2.00 Infrastructure Requirements.

Water Supply to the tract will be from SAWS' Pressure Zone 12. The flow capacity of a 12-inch main is required to supply water to the 4.29-acre Tract, in conformance with SAWS' Utility Service Regulations (USR).

The Developer shall be required to construct approximately 530 linear feet (LF) of 8-inch border main along the entire southern boundary of the Tract, connecting the existing 8-inch main near the southwestern corner of the Tract to the 8-inch main near the southeastern corner of the Tract. There is a series of proposed 8-inch and 12-inch mains (Job No. 16-1135) extending through the adjacent Front Gate at Fair Oaks Ranch Development, as illustrated in Attachment III. This series of proposed mains will supply redundancy and fire flow to the Rent Dietz-Elkhorn Tract. Upon SAWS acceptance of Job No. 16-1135, the Developer will then be allowed to connect services to the proposed looped 8-inch border main along Dietz Elkhorn Rd.

If this Job No. 16-1135 is not accepted by SAWS by the time the Developer requires a connection, then the Developer is required to construct the series of 8-inch and 12-inch mains as illustrated in the water exhibit of Attachment III.

S.C. 3.00 SAWS Master Plan and Oversizing Requirements.

N/A.

S.C.4.00 Impact Fee Credit Eligibility.

N/A.

S.C.5.00 Engineering Study Report and/or Pro-Rata Refund Eligibility.

The engineering study report "Rentz Dietz-Elkhorn Tract, Utility Service Agreement Engineering Report", by ACES, dated November 2014 is included as Attachment VI.

S.C.6.00 Developer On-Site and/or Off-Site Requirements.

The Developer shall acquire any right-of-way or easements, and install all On-Site and Off-Site utility infrastructure required to serve the Tract in accordance with SAWS' USR, solely at the Developer's cost, unless other stated in S.C.3.00 or S.C.4.00. Other On-Site requirements within the Tract will be determined at such time as the engineer submits an overall Utility Master Plan, and any subsequent revisions, for the Tract.

S.C.7.00 Requirement to Install Approved Pressure Regulators and/or Booster Pumps.

The entire tract is below ground elevation of 1,425 feet where the static pressure will theoretically exceed 80 psi. Any service connections within the Tract, at elevations lower than this ground elevation, shall require the installation of a Pressure Reducing Valve (PRV), on the customer(s) side of the meter, rated for a maximum working pressure of no less than 300 psi, prior to a SAWS meter being installed. Installation shall be in conformance with the current Plumbing Code with Local Amendments adopted by the City of San Antonio.

S.C.8.00 Time for Water Impact Fee Assessment and Payment.

Water Impact Fees will be assessed at the rates in effect at the time of plat recordation or the latest date allowed by law. Impact fees will be collected at either the time of plat recordation or connection to the SAWS' water system, at the discretion of the Developer.

S.C.9.00 Water Impact Fee Estimates Based Upon Current Charges.

Following is an estimate of impact fees for the provision of Services contemplated under the Agreement, which are based on current impact fee rates. This estimate shall not constitute an assessment of impact fees and impact fee rates are subject to change by the San Antonio City Council.

Type of Impact Fee	EDUs	\$/EDUs	Current Total
Flow Development	22	\$1,182.00	\$26,004.00
System Development High	22	\$883	\$19,426.00
Water Supply	22	\$2,796	\$61,512.00
Total			\$106,942.00

S.C.10.00 Pro-Rata Charge Requirement.

Developer shall be required to pay a Pro-Rata Charge pursuant to the USR, as amended, prior to connection to the SAWS water system if Developer is tying into a main that is subject to a pro-rata refund.

Special Conditions of USA
 USA-11549 Rentz Dietz-Elkhorn Tract
 08/24/17, Page 2 of 5

Preparer's Initials *JZ*

SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT
WASTEWATER SERVICE

S.C.1.00 Tract Location and Ultimate Demand.

Rentz Dietz-Elkhorn Tract, a 4.29-acre tract outside the City of San Antonio limits, is located in the northwest corner of the intersection of Elkhorn Ridge and Dietz Elkhorn Rd., as shown in Attachment VI (the "Tract") and lies within SAWS' Upper Collection and Treatment Area (UCTA). The tract is located over the Edwards Aquifer Recharge or Contributing Zone and is located within the 5-mile Awareness Zone of Camp Bullis. The proposed Tract is located outside SAWS' water CCN, outside SAWS' wastewater CCN and does not require oversizing by SAWS, therefore, Board Action is required.

The ultimate demand from the proposed development, on SAWS' wastewater infrastructure, shall not exceed 22 equivalent dwelling units (EDUs) of wastewater discharge.

S.C.2.00 Infrastructure Requirements.

The Tract is situated north of SAWS' Upper Collection and Treatment Area (UCTA) and lies within the Balcones Creek – Cibolo Creek Watershed. Wastewater service to the tract requires the capacity of an 8-inch gravity main at 0.40 percent minimum slope.


Wastewater flows generated from the Tract flow into the proposed Elkhorn Ridge Lift Station (LS) and force main system and from there into the Falcon Center Lift Station (LS 169). SAWS Master Plan calls for the diversion of upstream flows from the Falcon Center Lift Station (LS 169) through the construction of approximately 4 miles of proposed 30/33-inch gravity sewer main, with construction of such infrastructure scheduled to be completed within two (2) years after the date hereof. The aforementioned improvements will eliminate the Falcon Center Lift Station (LS 169). If the Developer requires the 22 EDUs of wastewater discharge prior to the anticipated 2018 construction date, then the Developer will be required to submit a request to revise this Utility Service Agreement to include the construction of the approximately 4 miles of proposed 30/33-inch gravity sewer main with SAWS participation.

Once this diversion project is complete, the Developer may connect to the proposed 8-inch gravity sewer mains constructed under the Elkhorn Ridge Subdivision (SAWS Job No. 13-1642) and discharge into the Elkhorn Ridge Lift Station and force main system. The Developer may construct the proposed Elkhorn Ridge Lift Station if it is not constructed by the time the tract requires wastewater service. The Developer may then connect a maximum of 22 EDUs of total capacity to the proposed 8-inch gravity sewer mains constructed under the Elkhorn Ridge Subdivision (SAWS Job No. 13-1642).

S.C.3.00 SAWS Master Plan and Oversizing Requirements.

N/A.

Special Conditions of USA
USA-11549 Rentz Dietz-Elkhorn Tract
08/24/17, Page 3 of 5

Preparer's Initials 

S.C.4.00 Impact Fee Credit Eligibility.

N/A.

S.C.5.00 Engineering Study Report and/or Pro-Rata Refund Eligibility.

The engineering study report “Rentz Dietz-Elkhorn Tract, Utility Service Agreement Engineering Report”, by ACES, dated November 2014 is included as Attachment VI.

S.C.6.00 Developer On-Site and/or Off-Site Requirements.

The Developer will also be required to acquire any right-of-way and easements, install all On-Site and Off-Site utility infrastructure, and upgrade existing lift stations necessary to serve the Tract in accordance with SAWS’ USR, solely at the Developer’s cost, unless stated otherwise in S.C.3.00 or S.C.4.00. Other On-Site utility infrastructure requirements within the Tract will be determined at such time as the engineer submits an overall Utility Master Plan, and any subsequent revisions, for the Tract.

S.C.7.00 Lift Stations and Force Mains.

Lift stations and force mains are only allowed by prior written supplemental agreement with SAWS. Applicable fees, as set out in the supplemental agreement, must be paid in full prior to service connection.

S.C.8.00 Time for Wastewater Impact Fee Assessment and Payment.

Wastewater Impact Fees will be assessed at the rates in effect at the time of plat recordation or the latest date allowed by law. Wastewater Impact Fees will be collected at either the time of plat recordation or connection to the SAWS wastewater system, at the discretion of the Developer.

S.C.9.00 Wastewater Impact Fee Estimates Based Upon Current Charges.

Following is an estimate of impact fees for the provision of Services contemplated under the Agreement, which are based on impact fee rates in effect as of the Effective Date of the Agreement. This estimate shall not constitute an assessment of impact fees and impact fee rates are subject to change by action of the San Antonio City Council as permitted by law.

Type of Impact Fee	EDUs	\$/EDUs	Current Total
Wastewater Collection Upper	22	\$2,520	\$55,440.00
Wastewater Treatment Dos Rios/Leon Creek	22	\$786	\$17,292.00
Total			\$72,732.00

S.C.10.00 Pro-Rata Payment Fee Requirement.

Developer shall be required to pay a pro-rata fee pursuant to the USR, as amended, prior to connection to the wastewater system, if Developer is tapping into a main that is subject to a pro-rata refund.

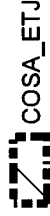


Attachment III:
USA-11549
Rentz Dietz - Elkhorn Tract
Proposed Water Infrastructure Map
4.29 Acres



Legend

- Existing Water Main
- USA Tract
- Parcels Update



Project Location



SAWS UTILITY MAP DISCLAIMER
This utility map is for reference only. The information may not represent what actually has been constructed. SAWS assumes no liability for any errors, omissions, or inaccuracies in the map regardless of how caused. Field verification should be done as necessary. SAWS utility map may not under any circumstances, be copied, reproduced, or published in any form or media, or transferred to another, without the written permission of the San Antonio Water System (SAWS).

Water CCN Map

Entire tract is inside:
- Edwards Aquifer Contributing Zone
- Camp Bullis Awareness Zone

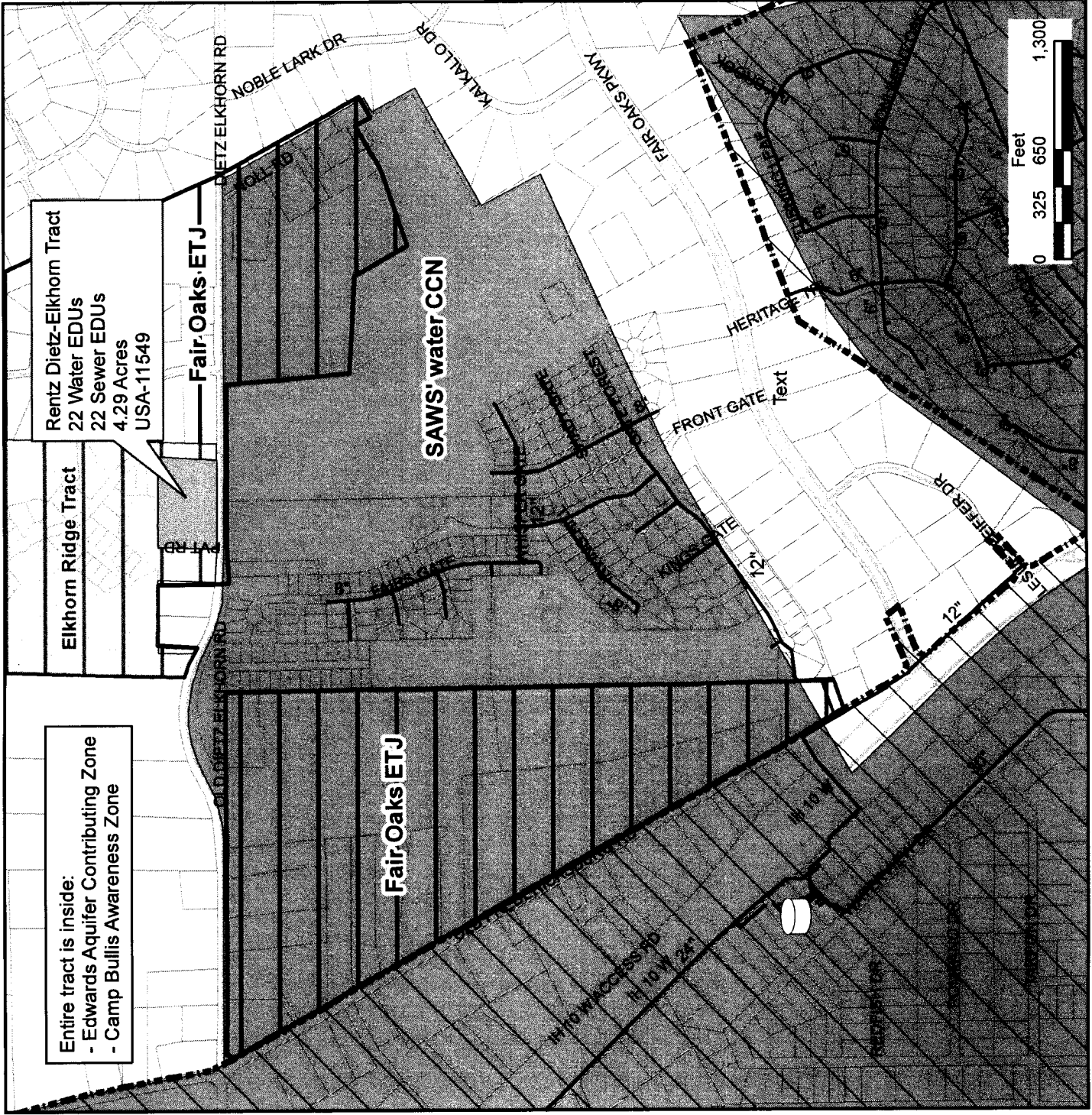
Rentz Dietz-Elkhorn Tract
22 Water EDUS
22 Sewer EDUS
4.29 Acres
USA-11549

Elkhorn Ridge Tract

Fair Oaks ETJ

Fair Oaks ETJ

SAWS' water CCN



Water Infrastructure Map

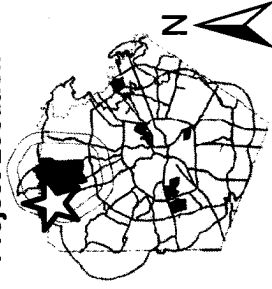
Attachment III:
 USA-11549
 Rentz Dietz - Elkhorn Tract
 Proposed Water Infrastructure Map
 4.29 Acres



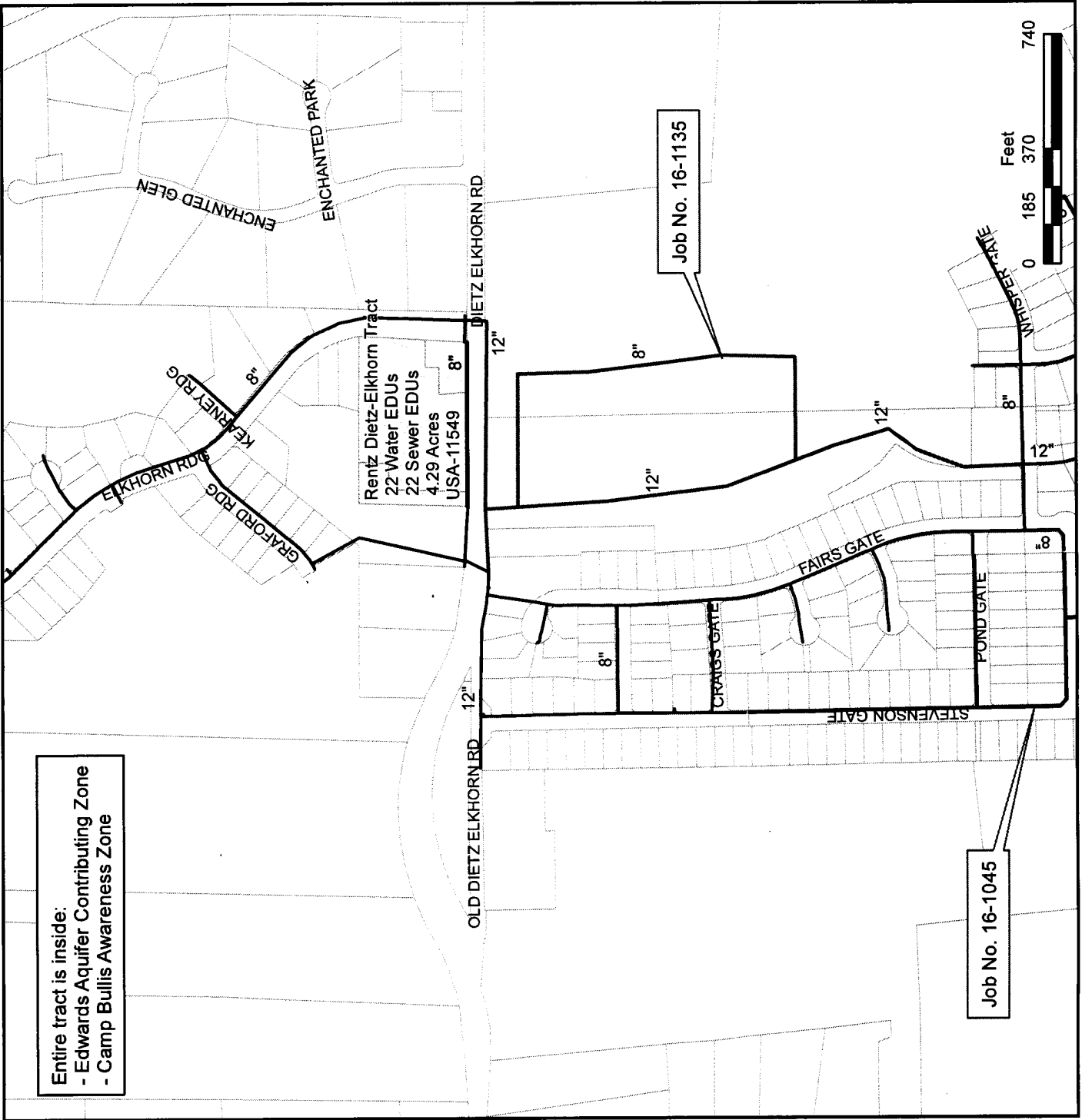
Legend

- Existing Water Main
- USA
- Parcels Update
- Proposed USA Water Main
- Proposed Job Number

Project Location



SAWS UTILITY MAP DISCLAIMERS
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Entire tract is inside:
 - Edwards Aquifer Contributing Zone
 - Camp Bullis Awareness Zone

Job No. 16-1045

Job No. 16-1135

Rentz Dietz-Elkhorn Tract
 22 Water EDUs
 22 Sewer EDUs
 4.29 Acres
 USA-11549

Attachment III:
 USA-11549
 Rentz Dietz Elkhorn Tract
 Proposed Sewer Infrastructure Map
 4.29 Acres



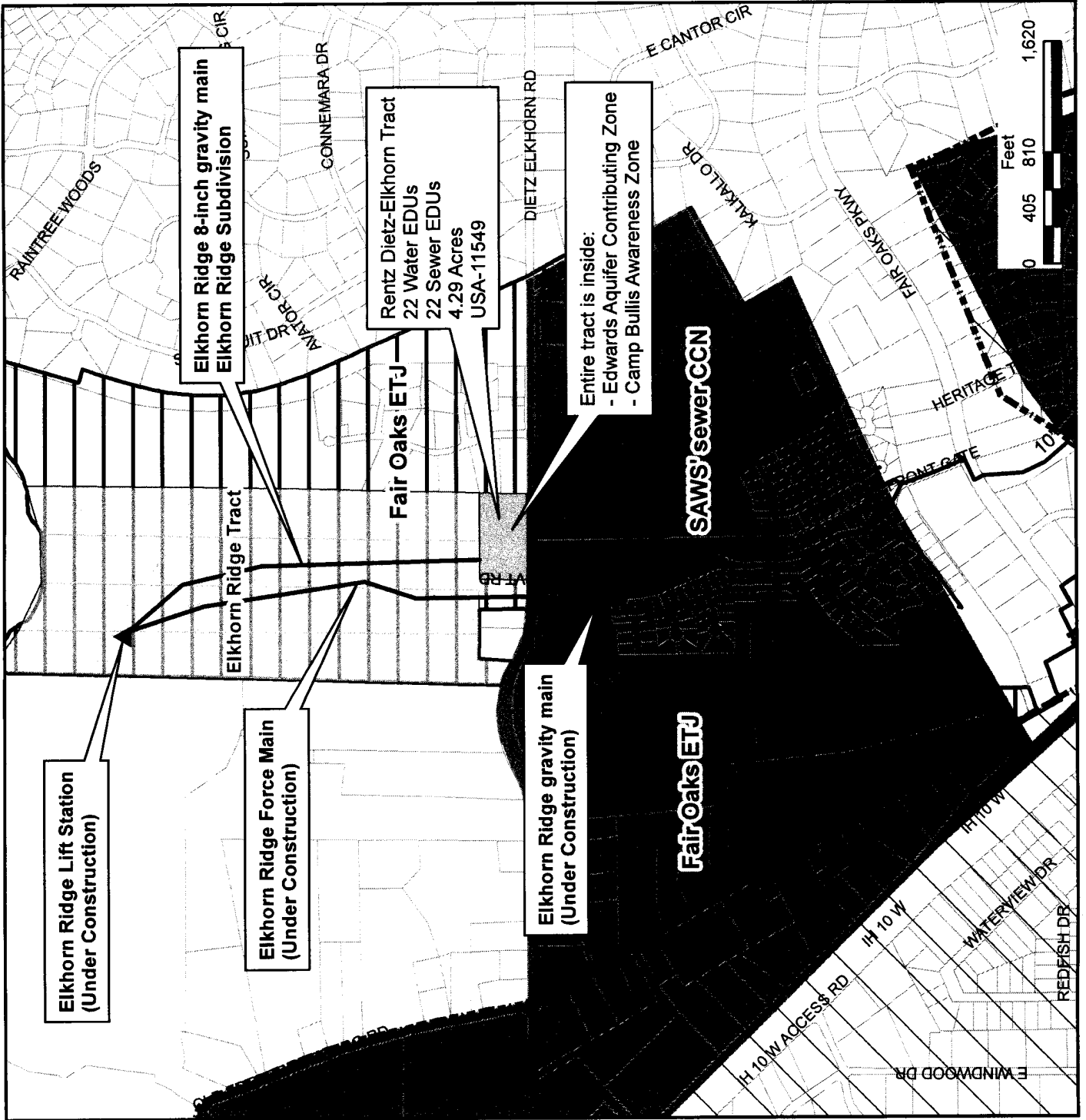
Legend

- Existing Sewer Main
- USA
- Parcels Update
- USA Proposed WW Infrastructure
- ▲ Lift Station
- COSA_ETJ

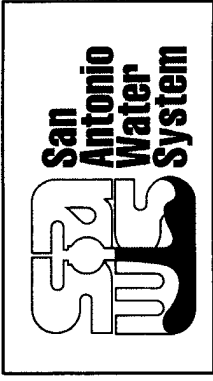
Project Location



SAWS UTILITY MAP DISCLAIMER
 This utility map is for reference only. The information may be used for informational purposes only. SAWS does not warrant the accuracy of the information on this map. SAWS assumes no liability for any errors, omissions, or inaccuracies in the map regardless of whether the user has been advised of the possibility of such errors. This utility map may not be used for any other purpose, be copied, reproduced, or published in any form or media, or transferred to another without the written permission of the San Antonio Water System (SAWS).



Attachment III:
 USA-11549
 Rentz Dietz-Elkhorn Tract
 Proposed Sewer Infrastructure Map
 4.29 Acres

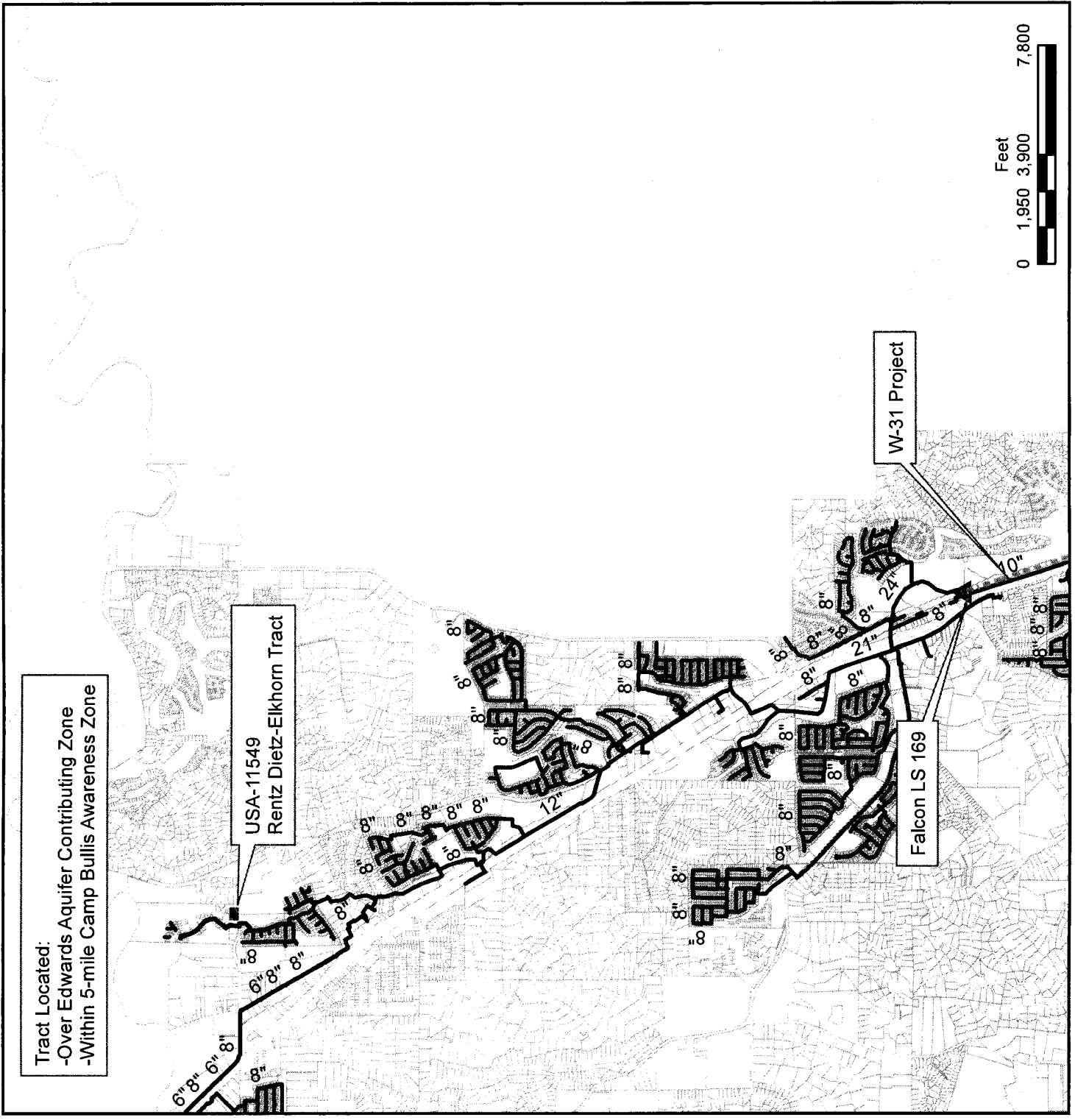


Legend

- Existing Force Main
- Existing Gravity Main
- USA Tract
- Parcels Update
- CIP MP Sewer W-31 Project

Project Location

SAWS UTILITY MAP DISCLAIMER
 This utility map is for reference only. The information may not represent what actually has been constructed. SAWS explicitly disclaims any representation of the accuracy or completeness of the information shown on this map. Any errors, omissions, or inaccuracies in the map regardless of how caused. Field verification should be done as necessary. SAWS prohibits the reproduction or sale of this document. This SAWS utility map may not under any circumstances, be copied, reproduced, or otherwise used without the written permission of the San Antonio Water System (SAWS).



RESOLUTION NO. 17-002

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING A UTILITY SERVICE AGREEMENT TO PROVIDE WATER AND/OR WASTEWATER SERVICES TO THE SPECIFIED TRACTS OF LAND REQUIRING THE SAN ANTONIO WATER SYSTEM'S FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING OR IMPACT FEE CREDITS AND/OR ARE LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM'S WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN), SUBJECT TO THE EXPIRATION OF SUCH AGREEMENTS IF NOT EXERCISED IN THIRTY-SIX MONTHS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Developer Customers, specified in the table below, have requested the San Antonio Water System (the "System") to provide water and/or wastewater service(s), and have satisfied the requirements of the Board's Regulations for Developer Customers Applicant; and

No.	Tract Name	Developer	Acres	W EDUs	WW EDUs	CoSA / CoSA ETJ / Outside	EARZ/CZ	Board Reason	W CCN	WW CCN
1	O'Reilly Auto Parts Tract	O'Reilly Auto Enterprises, LLC	0.976	10	5	CoSA ETJ	EARZ	CCN	OUT	IN
2	River Rock Ranch Tract	Green Land Ventures, LTD	40	119	119	CoSA ETJ	EARZ	CCN	IN	OUT
3	Rentz Dietz-Elkhorn Tract	Gerald W. Rentz, Jr. and Lisa Rentz	4.29	22	22	Outside	EARZ	CCN	OUT	OUT
4	Mansions at La Cantera Apartments Tract	ARIW 16-6, Inc.	46.18	499	480	CoSA	EARZ	IFC	IN	IN
5	NWC Bulverde	HEB Grocery, LP	60.91	1,235	1,025	CoSA	EARZ	OVR	IN	IN
Totals			152.36	1,885	1,651					

WHEREAS, the Developer Customer's provisions to acquire water and/or wastewater services within the System's jurisdiction is generally illustrated in the attached Project Site Maps; and

WHEREAS, the Developer Customer is obligated to pay the prescribed fees and to

17-002

comply with other applicable requirements as set forth in the Regulations for Water and/or Wastewater Service; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Utility Service Agreement and to provide water and/or wastewater services to tracts of land requiring the System's financial participation in the development of infrastructure through oversizing or impact fee credits and/or are located outside the System's water and/or wastewater Certificate of Convenience and Necessity, and (ii) to provide that the Utility Service Agreement will be honored for a period of thirty-six months, and that if not exercised during this period, the Utility Service Agreements will expire; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

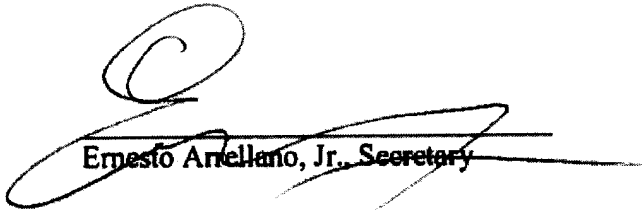
1. That the System hereby approves the Utility Service Agreement and agrees to provide water and/or wastewater services to tracts of land requiring the System's financial participation in the development of infrastructure through oversizing or impact fee credits and/or are located outside the System's water and/or wastewater Certificate of Convenience and Necessity as generally illustrated in the attached Project Site Maps hereto, on a Developer Customer basis as provided for in the Board's Regulations, applicable amendments to the Regulations, and any other applicable federal, state or local regulations.
2. That the Utility Service Agreement shall be honored for a period of thirty-six months, and if not exercised during this thirty-six-month period, the Utility Service Agreement will expire.
3. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.
4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
5. This resolution shall take effect immediately from and after its passage.

17-002

PASSED AND APPROVED this 10th day of January, 2017.


Berto Guerra, Jr., Chairman

ATTEST:


Ernesto Arrellano, Jr., Secretary

- Attachment
- 1. Site Maps

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

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

OCT 31 2017




COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20170215279 Fees: \$106.00
10/31/2017 10:39AM # Pages 21
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

UTILITY SERVICE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Utility Service Agreement (“Agreement”) is entered into by and between the San Antonio Water System Board of Trustees, through Resolution Number 2020-293, acting by and through its President/Chief Executive Officer (“SAWS”) and Gerald and Lisa Rentz (“Developer”) together the Parties (“Parties”).

SCANNED

Recitals

Whereas, Developer has requested that SAWS provide Water and Wastewater service (the “Services”) to an approximate 4.29-acre tract of land, (the “Rentz Dietz-Elkhorn Tract” or “Tract”), which is located outside SAWS water CCN, outside SAWS wastewater CCN, and does not require SAWS’ financial participation in the development of infrastructure through oversizing or impact fee credits, therefore, Board action is required; and

Whereas, the Tract is located over the Edwards Aquifer Recharge or Contributing Zone, which is located within the 5-mile Awareness Zone of Camp Bullis, such Tract being more particularly described in Attachment VI hereto, as accepted by SAWS; and

Whereas, SAWS desires to provide the Services to the Developer pursuant to this Agreement, the SAWS Utility Service Regulations, and all applicable local, state, and federal regulations, as amended.

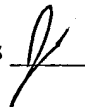
Now Therefore, The Parties Hereto Agree To The Following Terms and Conditions:

1.00 Interpretation of Agreement.

1.01 The Parties acknowledge that the Services contemplated by this Agreement shall be provided in accordance with the SAWS Utility Service Regulations, Design Criteria, Schedules, Attachments and Instruments thereto, as amended (together “USR”). In the event the specific terms of this Agreement are in conflict with the USR, the specific terms of this Agreement shall apply. The above notwithstanding, for the specific conflicting terms to prevail, the conflict must be expressly noted in the Agreement. The Parties further acknowledge that this Agreement is subject to future acts of the City Council of the City of San Antonio with respect to the adoption or amendment of impact fee ordinances/resolutions.

1.02 The Parties agree that the purpose of this Agreement is the reservation of the designated water supply and /or wastewater discharge capacity for the Tract. Any rights that the Developer claims arise under Chapter 245, Texas Local Government Code, that are related to this Agreement shall comply with the Unified Development Code Article IV, Division 1, Chapter 35-410 and applicable requirements in Article VII, Division 2 *Vested Rights*. If Developer intends to rely on this USA as its application for the purposes of vested rights under Chapter 245, then please contact

Utility Service Agreement
USA-25394 Rentz Dietz-Elkhorn Tract
02/12/21, Page 1 of 5

Preparer’s Initials 

Development Services Department, Land Entitlement team at 210-207-1111 or 1901 S. Alamo, San Antonio, TX. 78204. In no event shall the Utility Service Regulations replace or conflict with the City's Unified Development Code, Article IV, Division 1, Chapter 35-410 and applicable requirements in Article VII, Division 2 *Vested Rights*.

2.00 Obligation Conditioned.

The obligation of SAWS to provide the Services is conditioned upon present rules, regulations and statutes of the United States of America and the State of Texas and any court order that directly affects the SAWS' Regional Water Production and Distribution System and/or Regional Wastewater Transportation and Treatment System and/or the utility infrastructure directly servicing the Tract. Developer acknowledges that if the rules, regulations and statutes of the United States of America and/or the State of Texas that are in effect upon the execution date of this Agreement are repealed, revised or amended to such an extent that SAWS becomes incapable of, or prevented from, providing the Services, then no liability of any nature is to be imposed upon SAWS as a result of SAWS' compliance with such legal or regulatory mandates. SAWS agrees that it will use its best efforts to prevent the enactment of such legal or regulatory mandates.

3.00 Term.

3.01 The term of this Agreement shall be seven (7) years from the Effective Date if the Developer complies with the requirements set out in G.C. 19.00 (attached) within the time period therein stated. This Agreement shall automatically expire if Developer fails to comply with the requirements of G.C. 19.00 within the time period therein provided. The term of this Agreement may be extended to fifteen (15) years from the Effective Date, if Developer complies with the requirements to extend the term set forth in G.C. 19.00 within the time period therein stated. Certain obligations of SAWS (described in Section 3.03 below) may survive the expiration of the term of this Agreement, to the extent that Developer has (i) paid all applicable impact fees for the Services at the then-current rate, and (ii) complied with all On-Site and Off-Site utility infrastructure requirements of this Agreement (described in the Special Conditions), including over-sizing requirements.

3.02 To the extent that SAWS' obligations do not survive the expiration of this Agreement, Developer understands and agrees that a new Utility Service Agreement must be entered into with SAWS to receive the Services for the development project that is the subject of this Agreement.

3.03 To the extent that Developer timely pays all applicable impact fees and complies with all On-Site and Off-Site utility infrastructure requirements prior to the expiration of this Agreement, the following obligations will survive expiration of this Agreement:

- (i) SAWS' recognition of the EDUs referenced as the subject of this agreement as Guaranteed Capacity.
- (ii) SAWS' continued recognition of impact fee credits previously earned by the Developer pursuant to Sections 15.8 and 15.9 of the USR.

- (iii) SAWS' continued provision of the Services to retail customers located in the Tract, so long as such customers pay for the services and comply with the regulations applicable to individual customers.

4.00 Entire Agreement.

The following documents attached hereto and incorporated herein are as fully a part of this Agreement as if herein repeated in full, together with this Agreement, comprise the Agreement in its entirety:

Attachment I:	General Conditions
Attachment II:	Special Conditions
Attachment III:	Description of Proposed Water and/or Wastewater Infrastructure
Attachment IV:	Board Summary & Recommendation and Resolution (if necessary)
Attachment V:	Developer Water and/or Wastewater Master Plan (if necessary)
Attachment VI:	Engineering Study Including Description of the Tract
Attachment VII:	Lift Station & Force Main Supplemental Agreement (if necessary)
Attachment VIII:	Water Recycling and Conservation Plan (if necessary)

Any of the above attachments that are created and submitted by the Developer as an attachment to this USA shall be limited to providing relevant engineering, planning or managing information for the purposes of setting aside or reserving water and/or wastewater service capacity as specified in the body of this USA, the General Conditions and the Special Conditions. Developer agrees that it will not attempt to rely on, and SAWS does not authorize, any of the contents of any attachments created and submitted by the Developer as a basis for claiming rights under Chapter 245 of the Texas Local Government Code, except as specifically required by Section 1.02 of this USA.

Developer understands that this Agreement, including, its General Conditions, Special Conditions and Attachments, is subject to the Texas Public Information Act; and, therefore, agrees that it will not claim that any of the information contained herein is subject to any third party exception under that Act.

5.00 Developer's Obligations.

The Developer acknowledges and agrees that the capacity provided by this Agreement runs with the land and shall be an appurtenance to the Tract. The Developer acknowledges that recordation of this Agreement in the Real Property Records of the County in which the Tract is located within three (3) years of the Effective Date of this Agreement is required; otherwise, this Agreement will automatically terminate. Developer shall record the Agreement and the delivery of a recorded copy to the Director within three (3) years of the Effective date of this Agreement or before any transfer of property or EDUs as specified in G.C. 20.00, whichever is sooner, is required. The Developer shall maintain records of EDU's remaining on the Tract pursuant to the approved Developer Master Plan. Developer shall provide SAWS with such records upon SAWS written request.

6.00 Indemnity.

TO THE EXTENT ALLOWED BY LAW AND TEXAS CONSTITUTION, THE DEVELOPER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SAWS AND ITS SUCCESSOR AND ASSIGNS FROM THE CLAIMS OF THIRD PARTIES ARISING OUT OF SAWS' RECOGNITION OF THE TRANSFER OF CAPACITY UNDER THIS AGREEMENT TO DEVELOPER'S SUBSEQUENT PURCHASERS, SUCCESSORS AND ASSIGNS.

7.00 Notices.

Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO SAN ANTONIO WATER SYSTEM:

SAN ANTONIO WATER SYSTEM
POST OFFICE BOX 2449
SAN ANTONIO, TEXAS 78298-2449
ATTN: TRACEY B. LEHMANN, P.E., DIRECTOR, DEVELOPMENT ENGINEERING

IF TO DEVELOPER:

Gerald and Lisa Rentz
8128 Triple Crown
Fair Oaks, Tx 78015
Attn: Gerald Rentz

8.00 Severability.

If for any reason any one or more paragraph of this Agreement are held legally invalid, such judgment shall not prejudice, affect impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this contract held legally invalid.

9.00 Effective Date.

The Effective Date of this Agreement shall be the date signed by the authorized representative of the San Antonio Water System.

10.00 Ownership.

By signing this Agreement the Developer represents and warrants that it is the owner of the Tract or has the authority of the Tract owner to develop the area. Any misrepresentation of authority or ownership by Developer shall make this Agreement voidable by SAWS. If the Developer does not own the Tract, then the Developer must provide documentation from the owner of the Tract to show that Developer has the proper authority to develop the Tract.

ACCEPTED AND AGREED TO IN ALL THINGS:

San Antonio Water System
Signature: Robert R. Puente
Print Name: Robert R. Puente
Title: President/Chief Executive Officer
Date: 03-30-21

Developer
Signature: Gerald W Rentz
Print Name: Gerald W Rentz
Title: Owner
Date: 2/23/21

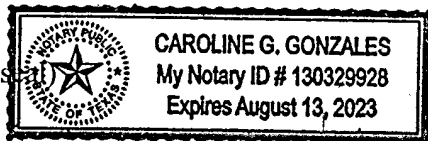
ACKNOWLEDGEMENTS

STATE OF TEXAS, COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Robert R. Puente known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as President / CEO for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of March, 2021.



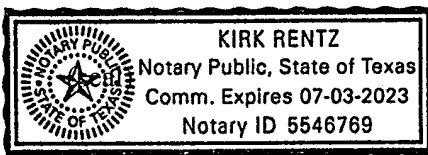
Caroline G. Gonzales
Notary Public

STATE OF TEXAS, COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Gerald W Rentz known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as Owner for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of FEBRUARY, 2021.



Kirk Rentz
Notary Public

GENERAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT**G.C.1.00 Definitions.****G.C.1.01 Developer.**

Owner of the tract, his subsequent purchasers, successors, and/or assigns.

G.C.1.02 Director of Development Engineering.

The Director of Development Engineering of the San Antonio Water System or his/her designated representative.

G.C. 1.03 Definition of Terms.

Unless defined in the Utility Service Agreement (the "Agreement"), the terms used in this General Conditions of the Utility Service Agreement (the "General Conditions") shall have the same definitions and meaning as those set out in Chapter 2, Definitions, of the Utility Service Regulations ("USR"). In the event a term is specifically defined in the General Conditions, and the definition is in conflict with that found in the USR, and such conflict is acknowledged in the General Conditions, the definition set out in the General Conditions shall apply.

G.C.2.00 Required Submittals.

If determined to be necessary by the Director of Development Engineering ("Director"), the Developer hereby agrees to submit the following documents prior to the execution of the Agreement: Developer Master Plan, Developer Utility Layout, Water Recycling and Conservation Plan, and Engineering Report. The Parties agree that such documents are included instruments to the Agreement. The submittal of such documents is a condition precedent to plat recordation and initiation of Services. Developer shall modify such documents as may be reasonably required by the Director. Such documents shall be updated as required by the Director and the USR.

G.C.3.00 Dedication to SAWS.

The Developer agrees to dedicate, grant, and convey to SAWS all rights, title and interest of Developer in both the Off-Site and On-Site utility infrastructure that the Developer is required to construct under the Special Conditions of the Utility Service Agreement (the "Special Conditions"), and to dedicate, grant, and convey to SAWS easements for such utility infrastructure. Upon written acceptance of Off-Site and On-Site utility infrastructure by SAWS, the infrastructure shall be owned, operated and maintained by SAWS.

G.C.4.00 Design and Construction Requirements.

The design and construction of all Off-Site and On-Site utility infrastructure shall, at a minimum, comply with the requirements established by SAWS, including the USR, the City of San Antonio, the County of Bexar, the State of Texas, and any agency thereof with jurisdiction, including but not limited to the Texas Commission on Environmental Quality and the Texas Department of Health. Off-Site and On-Site utility infrastructure shall be constructed under the inspection of SAWS. Provision of the Services to the Tract shall not commence until the Director has accepted and approved Off-Site and On-Site utility infrastructure in writing.


G.C.5.00 Joint Venture Agreements.

In the event the Developer enters into a Joint Venture Agreement covering the costs for supplying the Services to the Tract, the Developer shall send a copy of such agreement to the attention of the Director.

G.C.6.00 Assignment.

This Agreement may not be assigned in whole or in part; however, Developer may assign, convey or transfer EDU capacity ("EDU capacity transfer") to buyers of portions of the Tract in accordance with the terms in G.C. 20.00.

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G.C.7.00 Event of Foreclosure.

In the event Developer's interest in the Tract described in Attachment VI are extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to SAWS that they are the successor in interest to the Tract as a result of such foreclosure, and that there are no lawsuits pending concerning the Tract, SAWS shall consider the foreclosing party a successor in interest if the foreclosing party executes a utility service agreement with SAWS after the Director determines that the execution of such an agreement will not be adverse to SAWS' interest.

G.C.8.00 Payment for Provision of Utility Service.

In the event payment for the Services provided to a subdivision plat within the Tract is not billed by SAWS, the amount of the monthly fees for the provision of the Services will be those charged to the various customer classifications as set by City Ordinances, with the billing and collection thereof on behalf of SAWS, being the responsibility of the billing utility purveyor. To facilitate this arrangement, Developer is to insert into any utility agreement with whatever utility purveyor is to bill for utility services to a subdivision plat within the Tract, a provision requiring said purveyor to enter into a Contract with SAWS to bill and collect SAWS' monthly utility services fees and transmit said fees to SAWS. The billing utility purveyor shall advise customers that delinquent non-payment of any of SAWS' fees will result in interruption and/or termination of the Services provided by SAWS, in accordance with applicable interruption and termination policies and procedures, as amended. SAWS shall not be obligated to provide the Services to any plat within the Tract unless and until the utility purveyor has executed a contract with SAWS to provide for the billing and collection of the Services provided by SAWS.

G.C.9.00 Enforcement of Industrial Waste Ordinance if Required by SAWS.

The Developer shall cause to be recorded in the Deed and Plat Records of the counties in which the Tract is located, a restrictive covenant covering the entire Tract. This restrictive covenant shall run with the land in the Tract described in Attachment VI. Such covenant shall contain language expressly granting to SAWS the right, should SAWS so elect, to enforce and or otherwise pursue to the extent provided at law or in equity, the provisions of the City's Industrial Waste Ordinance No. 57214, as amended or as may be amended (codified as Chapter 34, Article V, Division 3 of the City Code). SAWS' right shall include, to the extent provided at law or in equity, the right to inspection, sampling and monitoring of the collection system to assure ordinance compliance.

Recordation of the Covenant shall be a condition precedent for SAWS' provision of the Services to any portion of said Tract.

G.C.10.00 Oversizing.

Developer must pay for all mains and other utility facilities needed to serve the Tract. SAWS may require the installation of oversized water mains and wastewater mains and related facilities. SAWS' requirements for oversizing, if any, are set forth in the Special Conditions. SAWS will execute a trilateral contract with Developer and a contractor for the construction of oversized facilities. Contracts for the construction of oversized facilities must be competitively bid as required by law. All oversizing shall be done in accordance with the USR.


G.C.11.00 Off-Site /On-Site Facilities.

Developer shall construct and install all required Off-Site and On-Site utility infrastructure in accordance with the USR and Special Conditions, at no cost to SAWS. Any specific requirements related to the facilities are set forth in the Special Conditions.

G.C.12.00 Impact Fee Payment.

Developer agrees that the Agreement does not constitute an assessment of impact fees. Developer agrees to pay all applicable impact fees at the time and in the amount prescribed by ordinance or resolution of the City Council of the City of San Antonio and the USR, as amended. An estimate of the impact fees for the development Tract is provided in the Special Conditions. The estimate does not constitute an assessment of impact fees, and the amount of impact fees is subject to change by the City Council of the City of San Antonio as provided by law.

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G.C.13.00 SAWS' Obligation to Supply Service.

To the extent that Developer pays all applicable impact fees and complies with all Off-Site and On-Site utility infrastructure requirements, Developer shall be entitled to the permanent use and benefit of the Services and is entitled to receive immediate service from any existing facilities with actual capacity to serve the development for which impact fees were paid, subject to compliance with other valid regulations. If, after collecting the impact fees, there is no actual capacity in existing facilities to provide the Services, SAWS will provide the Services within a reasonable period of time not to exceed five (5) years, as prescribed by Chapter 395 of the Local Government Code, as amended. In the event Services are required by Developer earlier than the five (5) year period, Developer and SAWS may agree that Developer may construct or finance the capital improvements or facility expansions required to provide Services, and the costs incurred or funds advanced will be credited against impact fees otherwise due from the new development or reimbursed to Developer from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to Developer at the time the other new development records it plat.

G.C.14.00 Facility Design and Construction.

The Developer shall design and construct all On-Site and Off-Site utility infrastructure described in the Special Conditions, including any oversizing, in accordance with the USR and all applicable local, state and federal requirements. Developer further recognizes that SAWS' approval in all respects as to facility right-of-way adequacy, location, size, grade and invert elevation is a condition precedent to any further obligation of SAWS. Specific design and construction requirements are set forth in the Special Conditions.

G.C.15.00 Use of Capacity by SAWS.

Developer understands that capacity in Off-Site and On-Site utility infrastructure resulting from the Agreement for the Tract may be utilized by SAWS for other tracts requesting service from SAWS. SAWS shall keep accurate records of the capacity provided to the Tract under the Agreement, whether Set-Aside or Guaranteed Capacity, and in no event will Developer be denied capacity as a result of SAWS' utilization of such capacity for another tract. Set-Aside capacity shall not survive the expiration of the Agreement.

G.C.16.00 Utility Master Plan Requirements.

The Developer will prepare a utility master plan, which details the water and/or wastewater systems for the Tract pursuant to the USR, as amended.

G.C.17.00 Phased Utility Master Plans.

If the Developer's water and/or wastewater systems are to be installed in phases or units, the Developer shall submit overall utility master plans to SAWS for review and approval. The overall utility master plan(s) shall be submitted before the first construction phase is submitted for plat approval. The overall utility master plan(s) shall show the development phases or units including the sequence and a timetable for build-out. The Developer shall also provide SAWS with a digital version of the proposed recorded plat, as submitted for plat recordation in a format acceptable to SAWS, for each phase or unit of the development project.


G.C.18.00 Conformance of Plans to Utility Master Plan.

All water and wastewater system facilities to serve the Tract shall be designed and constructed in conformance with the approved utility master plan. Changes in the water and wastewater system design shall be resubmitted to SAWS for written approval.

G.C.19.00 Timing Requirements for Submission of Plans.

Developer shall have three (3) years from the Effective Date of the Agreement to complete and submit the required utility master plan and to start construction of the Off-Site and On-Site utility infrastructure described in the Special Conditions. Developer agrees that the Agreement for the provision of Services shall automatically expire if Developer

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has not submitted a utility master plan and started construction of required Off-Site and On-Site utility infrastructure within three (3) years of the Effective Date of the Agreement, and a new request for the Services must be submitted to SAWS, which SAWS will grant based on then existing policies and regulations. In the event Developer meets the above-mentioned requirements within the three (3) year period provided, the Agreement shall remain in effect for seven (7) years from the Effective Date. If Developer submits a revised Utility Master Plan in accordance with the USR prior to the expiration of the seven (7) year period, the Agreement for the provision of Services may be extended to a maximum term of fifteen (15) years from the Effective Date.

G.C. 20.00 EDU Transfers.

The transfer of EDU capacity outside the original boundaries of this Utility Service Agreement will not be allowed. The San Antonio Water System considers this Agreement to run with the land; however, EDU capacity transfers to subdivided tracts within the Tract of this Agreement are the responsibility of the Developer and approval of such transfers is not required by the San Antonio Water System. The Developer shall maintain an accounting of the EDU capacity that is used by the Developer and/or transferred after the effective date of this Agreement to portions of the Tract. If the Developer sells a portion of the Tract and transfers part of the EDU capacity contained in this Agreement, then that EDU capacity transfer must be included in the deed, bill of sale or instrument conveying the land and the Developer must require the buyer of the land who receives the allocated EDUs to record the instrument effectuating the transfer. Developer may file a Master Development Plan or an EDU Plan, prepared by an engineer, that shows specific EDU capacity allocations within the Tract and shall ensure that the Master Development Plan or EDU Plan is attached to this Agreement and properly recorded. SAWS will recognize the capacity allocations within the Master Development Plan or EDU Plan so long as those allocations are within the parameters of this Agreement. For properties that have areas of unplanned use, the demand will be calculated at four (4) EDUs per acre unless the engineering report specifies otherwise or there is not enough EDU capacity remaining for the Tract to allocate four (4) EDUs per acre.

In no event will the System be responsible to 3rd parties for providing water supply or wastewater discharge capacity beyond the total EDU capacity identified in this Agreement for the Tract. Developer expressly disclaims, releases and holds harmless SAWS from any liability, damages, costs or fees, and agrees to indemnify SAWS for any liability, including, costs and attorney's fees, associated with any dispute related to the transfer of all or a portion of EDU capacity approved for the Tract in this Utility Services Agreement.

G.C. 21.00 Camp Bullis Awareness Zone.

In the event that the Tract is located within, or partially within, the Camp Bullis Awareness Zone, the Developer acknowledges that certain lighting regulations may apply within at least a 3-mile radius of Camp Bullis, commonly referred to as down-lighting or dark sky lighting, and Developer will comply with those regulations. Developer agrees to comply with any local, state or federal law, rule or regulation related to the protection of the environment or endangered species, including but not limited to, any site assessments or surveys and notice to the United States Fish & Wildlife when required by law, rule or regulation. Developer acknowledges that any required assessment, survey or notice shall be current or updated as may be required by law, rule or regulation.

G.C. 22.00 Written Project Information.

The project associated with this Utility Service Agreement is described in the forms submitted by the applicant including but not limited to 1) a cover sheet clearly stating "USA Request" and the project name; 2) the Engineering Report; and 3) a legal description, metes and bounds description, or Master Development Plan (MDP), subdivision plat, or similar document of the Tract.

SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT**WATER SERVICE****S.C.1.00 Tract Location and Ultimate Demand.**

Rentz Dietz-Elkhorn Tract, a 4.29-acre tract outside the City of San Antonio limits, is located northwest corner of Dietz Elkhorn Rd & Elkhorn Rdg, as shown in Attachment VI (the "Tract"). The Tract is located over the Edwards Aquifer Recharge or Contributing Zone and is located within the 5-mile Awareness Zone of Camp Bullis. The proposed Tract is located outside SAWS' water CCN, outside SAWS' wastewater CCN and does not require SAWS' financial participation in the development of infrastructure through oversizing or impact fee credits, therefore, Board Action is required.

The ultimate demand from the proposed development, on SAWS' water infrastructure, shall not exceed 22 equivalent dwelling units (EDUs) of water supply.

S.C.2.00 Infrastructure Requirements.

Water Supply to the Tract will be from Pressure Zone PZ 1610. The flow capacity of a 12-inch main is required to supply water to the 4.29-acre Tract, in conformance with SAWS' Utility Service Regulations (USR).

The Developer shall construct an 8-inch border main from the existing 8-inch main on Dietz Elkhorn Rd, along the entire frontage of the Tract bordering Dietz Elkhorn Rd to the existing 8-inch main as shown in Attachment III. The Developer shall then connect services to the proposed looped 8-inch border main as shown in Attachment III.

S.C. 3.00 SAWS Master Plan and Oversizing Requirements.

N/A

S.C.4.00 Impact Fee Credit Eligibility.

N/A

S.C.5.00 Engineering Study Report and/or Pro-Rata Refund Eligibility.

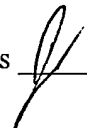
The engineering study report "Rentz Dietz-Elkhorn Tract, Utility Service Agreement Engineering Report", by Vickrey & Associates, Inc., dated May 2020 is included as Attachment VI.

S.C.6.00 Developer On-Site and/or Off-Site Requirements.

The Developer shall acquire any right-of-way or easements, and install all On-Site and Off-Site utility infrastructure required to serve the Tract in accordance with SAWS' USR, solely at the Developer's cost, unless otherwise stated in S.C.3.00 or S.C.4.00. Other On-Site requirements

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within the Tract will be determined at such time as the engineer submits an overall Utility Master Plan, and any subsequent revisions, for the Tract.

S.C.7.00 Requirement to Install Approved Pressure Regulators and/or Booster Pumps.

The entire Tract is below ground elevation of 1425 feet where the static pressure will theoretically exceed 80 psi. Any service connections within the Tract, at elevations lower than this ground elevation, shall require the installation of a Pressure Reducing Valve (PRV), on the customer(s) side of the meter, rated for a maximum working pressure of no less than 300 psi, prior to a SAWS meter being installed. Installation shall be in conformance with the current Plumbing Code with Local Amendments adopted by the City of San Antonio.

S.C.8.00 Time for Water Impact Fee Assessment and Payment.

Water Impact Fees will be assessed at the rates in effect at the time of plat recordation or the latest date allowed by law. Impact fees will be collected at either the time of plat recordation or connection to the SAWS' water system, at the discretion of the Developer.

S.C.9.00 Water Impact Fee Estimates Based Upon Current Charges.

Following is an estimate of impact fees for the provision of Services contemplated under the Agreement, which are based on current impact fee rates. This estimate shall not constitute an assessment of impact fees and impact fee rates are subject to change by the San Antonio City Council.

Type of Impact Fee	EDUs	\$/EDUs	Current Total
Flow Development	22	\$1,188	\$26,136
System Development High	22	\$1,203	\$26,466
Water Supply	22	\$2,706	\$59,532
Total			\$112,134

S.C.10.00 Pro-Rata Charge Requirement.

Developer shall be required to pay a Pro-Rata Charge pursuant to the USR, as amended, prior to connection to the SAWS water system if Developer is tying into a main that is subject to a pro-rata refund.

S.C. 11.00 Drought Management Conditions

The following development condition must be satisfied, in SAWS' discretion, as a condition precedent to the performance of any duties or obligations by SAWS under this Agreement. The Developer shall execute an original, recordable Declaration of Restrictive Covenants ("DRC") affecting the Tract, that runs with the land, in such form and content as is acceptable to SAWS in its discretion (which document SAWS reserves the right to draft), which has been file stamped and recorded in the Real Property Records of Bexar County, Texas. The DRC must state that all property owners within the Tract shall comply with, and all property in the Tract be governed by

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and subject to the City of San Antonio's Drought Management Plan and Ordinance City Code, Chapter 34, Article IV, Divisions 1-4 (or successor ordinance)(the "Drought Management Ordinance"), as in affect at the time of recordation of the DRC. The DRC must also contain language expressly granting SAWS, the City of San Antonio and/or their respective designee, the right, should SAWS or the City of San Antonio so elect, to enforce and or otherwise pursue enforcement of the provisions of the DRC at the sole cost and expense of the Developer and/or the homeowners/or/property owners association or their equivalent (the "Association"), if any. SAWS' and/or the City of San Antonio's (or designee's) rights shall include the right to inspection, sampling and monitoring to assure any compliance. The DRC shall additionally provide that Developer and/or the Association, shall have the right to enforce the restrictions and covenants therein. The failure of the Developer or Association to enforce the restrictions and covenants contained in the DRC shall constitute a material breach of this Agreement, and may result in the termination of this Agreement and/or the disconnection of services. For any violation of the Drought Management Ordinance, the DRC shall include the right of SAWS to either impose a reasonable fine or fee on, or disconnect water services from, the property owner or customer connection or occupant, and SAWS shall have a lien against each property to secure payment of any fines of fees levied by SAWS. Finally, the DRC must require that any Association, or its equivalent, be subject to the DRC and required to pursue enforcement of the provisions of the DRC. The DRC must be completed and recorded prior to the earlier of (i) three (3) years from the date of this Agreement or (ii) the issuance of any construction permit by SAWS or COSA for development on the Tract. Nothing in this Agreement or the DRC is intended to prohibit, restrict or otherwise limit, the ability of any other governmental entity from adopting and enforcing any ordinances, rules or regulations within its legal jurisdiction.

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SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT**WASTEWATER SERVICE****S.C.1.00 Tract Location and Ultimate Demand.**

Rentz Dietz-Elkhorn Tract, a 4.29-acre tract outside the City of San Antonio limits, is located northwest corner of Dietz Elkhorn Rd & Elkhorn Rdg, as shown in Attachment VI (the "Tract") and lies within SAWS' Upper Collection and Treatment Area (UCTA). The Tract is located over the Edwards Aquifer Recharge or Contributing Zone and is located within the 5-mile Awareness Zone of Camp Bullis. The proposed Tract is located outside SAWS' water CCN, outside SAWS' wastewater CCN and does not require SAWS' financial participation in the development of infrastructure through oversizing or impact fee credits, therefore, Board Action is required.

The ultimate demand from the proposed development, on SAWS' wastewater infrastructure, shall not exceed 22 equivalent dwelling units (EDUs) of wastewater discharge.

S.C.2.00 Infrastructure Requirements.

The Tract is situated within SAWS' Upper Collection and Treatment Area (UCTA) and lies within the Balcones Creek-Cibolo Creek Watershed. The capacity of an 8-inch gravity main at 0.40 percent minimum slope is required to provide wastewater service to the Tract, in conformance with SAWS' USR.

The Developer shall construct an 8-inch gravity sewer main from the existing 10-inch gravity sewer main, west of the Tract, to the Tract. The Developer may connect a maximum of 22 EDUs of total capacity to the proposed 8-inch gravity sewer main as shown in Attachment III.

S.C.3.00 SAWS Master Plan and Oversizing Requirements.

N/A

S.C.4.00 Impact Fee Credit Eligibility.

N/A

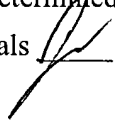
S.C.5.00 Engineering Study Report and/or Pro-Rata Refund Eligibility.

The engineering study report "Rentz Dietz-Elkhorn Tract, Utility Service Agreement Engineering Report", by Vickrey & Associates, Inc., dated May 2020 is included as Attachment VI.

S.C.6.00 Developer On-Site and/or Off-Site Requirements.

The Developer will also be required to acquire any right-of-way and easements, install all On-Site and Off-Site utility infrastructure, and upgrade existing lift stations necessary to serve the Tract in accordance with SAWS' USR, solely at the Developer's cost, unless stated otherwise in S.C.3.00 or S.C.4.00. Other On-Site utility infrastructure requirements within the Tract will be determined

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at such time as the engineer submits an overall Utility Master Plan, and any subsequent revisions, for the Tract.

S.C.7.00 Lift Stations and Force Mains.

Lift stations and force mains are only allowed by prior written supplemental agreement with SAWS. Applicable fees, as set out in the supplemental agreement, must be paid in full prior to service connection. Whenever a lift station is proposed, a Present Value analysis of the lift station vs. gravity solutions, shall be included in the Engineering Report/Study in conformance with the requirements of SAWS' USR.

S.C.8.00 Time for Wastewater Impact Fee Assessment and Payment.

Wastewater Impact Fees will be assessed at the rates in effect at the time of plat recordation or the latest date allowed by law. Wastewater Impact Fees will be collected at either the time of plat recordation or connection to the SAWS wastewater system, at the discretion of the Developer.

S.C.9.00 Wastewater Impact Fee Estimates Based Upon Current Charges.

Following is an estimate of impact fees for the provision of Services contemplated under the Agreement, which are based on impact fee rates in effect as of the Effective Date of the Agreement. This estimate shall not constitute an assessment of impact fees and impact fee rates are subject to change by action of the San Antonio City Council as permitted by law.

Type of Impact Fee	EDUs	\$/EDUs	Current Total
Wastewater Collection Upper	22	\$2,800	\$61,600
Wastewater Treatment Dos Rios/Leon Creek	22	\$651	\$14,322
Total			\$75,922


S.C.10.00 Pro-Rata Payment Fee Requirement.

Developer shall be required to pay a pro-rata fee pursuant to the USR, as amended, prior to connection to the wastewater system, if Developer is tapping into a main that is subject to a pro-rata refund.

S.C. 11.00 Drought Management Conditions

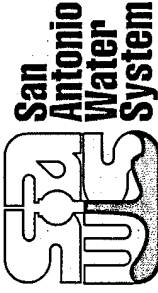
The following development condition must be satisfied, in SAWS' discretion, as a condition precedent to the performance of any duties or obligations by SAWS under this Agreement. The Developer shall execute an original, recordable Declaration of Restrictive Covenants ("DRC") affecting the Tract, that runs with the land, in such form and content as is acceptable to SAWS in its discretion (which document SAWS reserves the right to draft), which has been file stamped and recorded in the Real Property Records of Bexar County, Texas. The DRC must state that all property owners within the Tract shall comply with, and all property in the Tract be governed by and subject to the City of San Antonio's Drought Management Plan and Ordinance City Code,

Special Conditions of USA
 USA-25394 Rentz Dietz-Elkhorn Tract
 02/12/21, Page 5 of 6

Preparer's Initials 

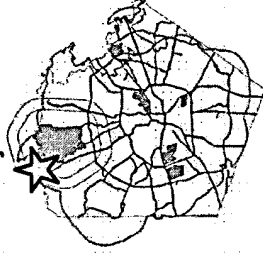
Chapter 34, Article IV, Divisions 1-4 (or successor ordinance)(the "Drought Management Ordinance"), as in affect at the time of recordation of the DRC. The DRC must also contain language expressly granting SAWS, the City of San Antonio and/or their respective designee, the right, should SAWS or the City of San Antonio so elect, to enforce and or otherwise pursue enforcement of the provisions of the DRC at the sole cost and expense of the Developer and/or the homeowners/or/property owners association or their equivalent (the "Association"), if any. SAWS' and/or the City of San Antonio's (or designee's) rights shall include the right to inspection, sampling and monitoring to assure any compliance. The DRC shall additionally provide that Developer and/or the Association, shall have the right to enforce the restrictions and covenants therein. The failure of the Developer or Association to enforce the restrictions and covenants contained in the DRC shall constitute a material breach of this Agreement, and may result in the termination of this Agreement and/or the disconnection of services. For any violation of the Drought Management Ordinance, the DRC shall include the right of SAWS to either impose a reasonable fine or fee on, or disconnect water services from, the property owner or customer connection or occupant, and SAWS shall have a lien against each property to secure payment of any fines or fees levied by SAWS. Finally, the DRC must require that any Association, or its equivalent, be subject to the DRC and required to pursue enforcement of the provisions of the DRC. The DRC must be completed and recorded prior to the earlier of (i) three (3) years from the date of this Agreement or (ii) the issuance of any construction permit by SAWS or COSA for development on the Tract. Nothing in this Agreement or the DRC is intended to prohibit, restrict or otherwise limit, the ability of any other governmental entity from adopting and enforcing any ordinances, rules or regulations within its legal jurisdiction.

Attachment III:
USA-25394
"Rentz Dietz-Elkhorn Tract" Tract
Proposed Water Infrastructure Map
4.29 Acres

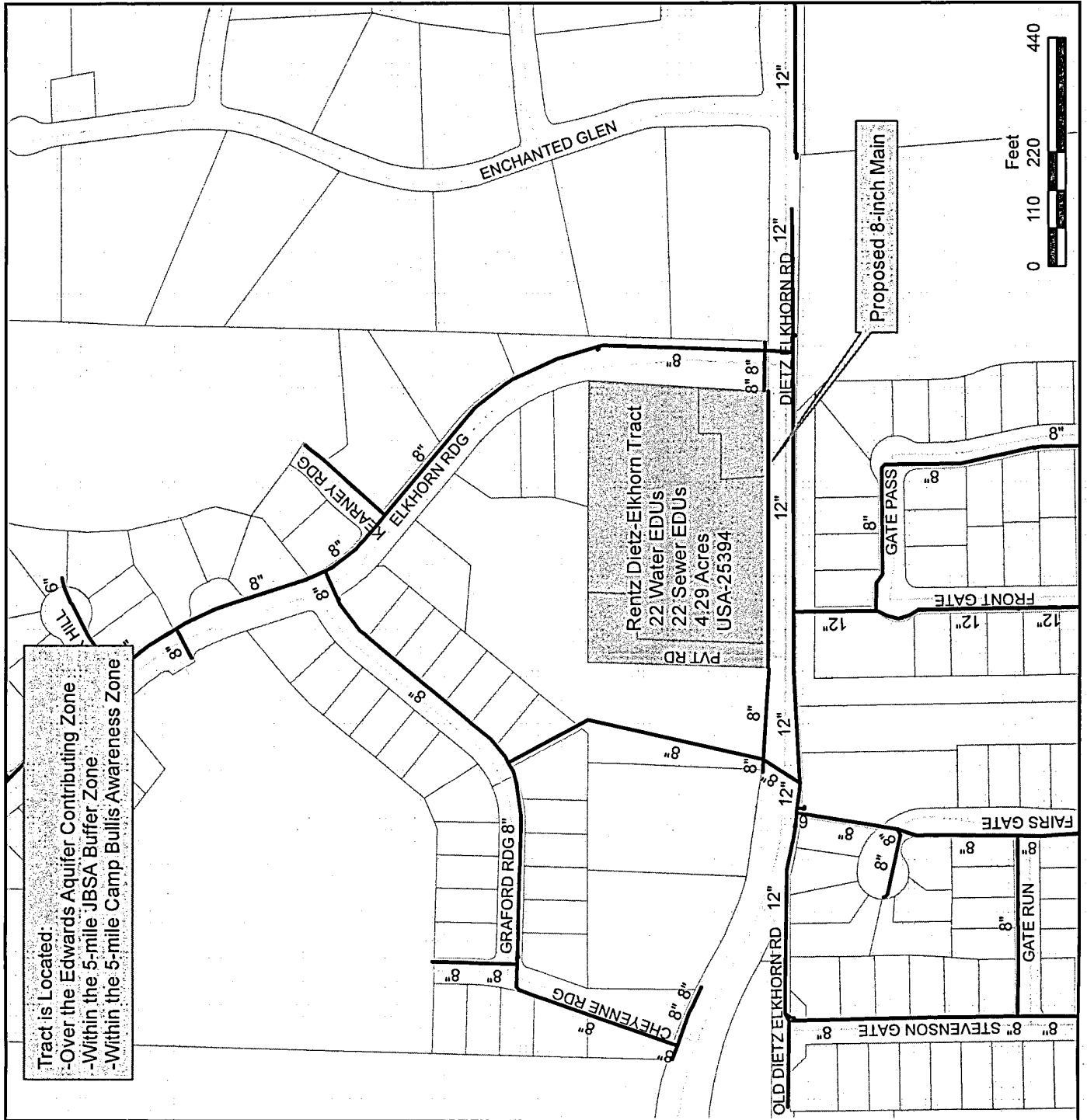


- Legend**
- Existing Water Main
 - USA Tract
 - Parcels Update
 - Proposed Water Main

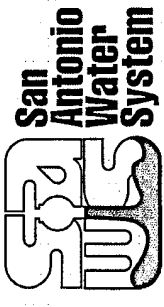
Project Location



SAWS UTILITY MAP DISCLOSURE
This utility map is for reference only. The information may not represent what actually has been constructed. SAWS explicitly disclaims any representation of the accuracy or completeness of the information shown on this map in any errors, omissions, or inaccuracies in the map regardless of how caused. Field verification should be done as necessary. SAWS prohibits the reproduction or sale of this document. The SAWS logo and other marks contained herein are trademarks of SAWS or published in any form or media, or transferred to another without the written permission of the San Antonio Water System (SAWS).



Attachment III:
 USA-25394
 "Rentz Dietz-Elkhorn Tract" Tract
 Proposed Sewer Infrastructure Map
 4.29 Acres

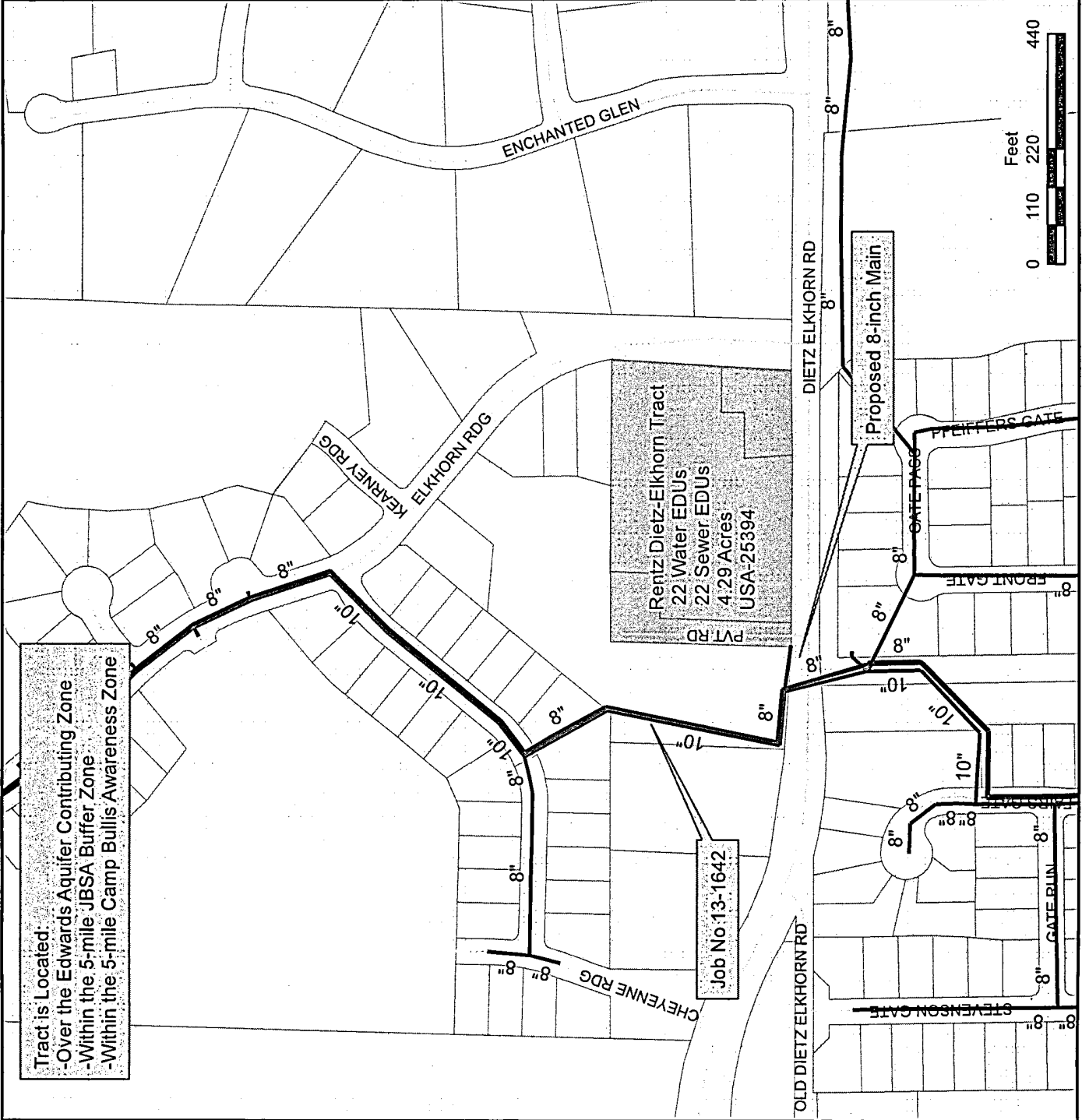


- Legend**
- Existing Sewer Main
 - Existing Force Main
 - ▨ USA Tract
 - Parcels Update
 - Proposed Sewer Main

Project Location



SANIS UTILITY MAPS DISCLAIMER
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RESOLUTION NO. 2020-293

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING UTILITY SERVICE AGREEMENTS TO PROVIDE WATER AND/OR WASTEWATER SERVICES TO THE SPECIFIED TRACTS OF LAND REQUIRING THE SAN ANTONIO WATER SYSTEM'S FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING AND/OR IMPACT FEE CREDITS AND/OR ARE LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM'S WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN), SUBJECT TO THE EXPIRATION OF SUCH AGREEMENT IF NOT EXERCISED IN THIRTY-SIX MONTHS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Developer Customer, specified in the table below, has requested the San Antonio Water System (the "System") to provide water and/or wastewater service(s), and has satisfied the requirements of the Board's Regulations for Developer Customer Applicant; and

No.	Tract Name	Developer	Acres	W EDUs	WW EDUs	CoSA / CoSA ETJ / Outside	EARZ / CZ	JBSA	Board Reason	W CCN	WW CCN
4	Rentz Dietz-Elkhorn Tract	Gerald and Lisa Rentz	4.29	22	22	OUTSIDE	CZ	Y	CCN	OUTSIDE	OUTSIDE

WHEREAS, the Developer Customer's provisions to acquire water and/or wastewater services within the System's jurisdiction is generally illustrated in the attached Project Site Maps; and

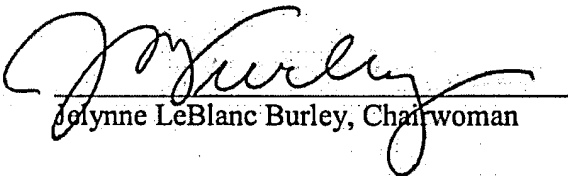
WHEREAS, the Developer Customer is obligated to pay the prescribed fees and to comply with other applicable requirements as set forth in the Regulations for Water and/or Wastewater Service; and

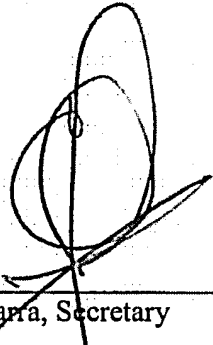
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Utility Service Agreements and to provide water and/or wastewater services to tracts of land requiring the System's financial participation in the development of infrastructure through oversizing and/or impact fee credits and/or are located outside the System's water and/or wastewater Certificate of Convenience and Necessity, and (ii) to provide that the Utility Service Agreement will be honored for a period of thirty-six months, and that if not exercised during this period, the Utility Service Agreement will expire; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the System hereby approves the Utility Service Agreements and agrees to provide water and/or wastewater services to tracts of land requiring the System's financial participation in the development of infrastructure through oversizing and/or impact fee credits and/or are located outside the System's water and/or wastewater Certificate of Convenience and Necessity as generally illustrated in the attached Project Site Maps hereto, on a Developer Customer basis as provided for in the Board's Regulations, applicable amendments to the Regulations, and any other applicable federal, state or local regulations.
2. That the Utility Service Agreement shall be honored for a period of thirty-six months, and if not exercised during this thirty-six-month period, the Utility Service Agreement will expire.
3. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.
4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 8th day of December, 2020.


 Joylynne LeBlanc Burley, Chairwoman

ATTEST: 
 Eduardo Parra, Secretary

Attachments:
Location Map
Project Site Maps



File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20210116130

Recorded Date: April 30, 2021

Recorded Time: 2:47 PM

Total Pages: 20

Total Fees: \$98.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
4/30/2021 2:47 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

LW/1211003499

GF26348

WARRANTY DEED

Date: February 16, 2006

Grantor: DANIEL J. FULLER and AARON F. FULLER, husband and wife

Grantor's Mailing Address (including county):

6507 Hill Creek Drive
San Antonio, Bexar County, Texas 78256

LT1-77-20060037319-1



LT2-11944-1907-4

Grantee: GERALD W. RENTZ, JR., and LISA RENTZ

Grantee's Mailing Address (including county):

9087 Dietz Elkhorn #6
Boerne, Bexar County, Texas 78015

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including any improvements):

All that certain tract or parcel of land containing 0.587 acres in Bexar County, Texas, out of the Jose Ramon Arocha Survey No. 171, being the same tract of land described in Volume 4605, Page 1434, Real Property Records of Bexar County, Texas, being a portion of that certain 5.0 acre tract described in 1983, Page 18, Real Property Records of Bexar County, Texas; said 0.587 acre tract being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

1. Standby fees, taxes and assessments by any taxing authority for the year 2006, 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.
2. Variance of fences and property lines reflected by a survey dated February 28,

WARRANTY DEED

C:\Documents and Settings\Laurie.KCAC\Local Settings\Temporary Internet Files\Content.IE5\A9AVETC1\Fuller-Rentz WD.wpd
Page 1 of 3

2002, by Reynaldo Martinez, Jr., R.P.L.S.

- 3. Location of wood shed on concrete outside of the property but within the fenced area along the northernmost east property line reflected by a survey dated February 28, 2002, by Reynaldo Martinez, Jr., R.P.L.S.
- 4. Location of overhead electric along the west property line and extending off of the property to the north reflected by a survey dated February 28, 2002, by Reynaldo Martinez, Jr., R.P.L.S.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.



 DANIEL J. FULLER

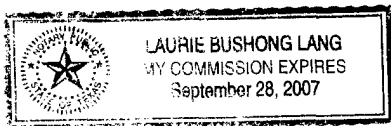


 AARON F. FULLER

STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the 16 day of February, 2006, by DANIEL J. FULLER.

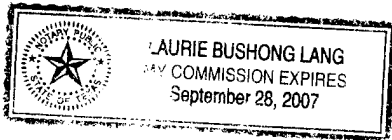



 Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the 16 day of February, 2006, by AARON F. FULLER.



Laurie Bushong Lang
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Kendall County Abstract Company
103 N. Saunders St.
Boerne, Texas 78006

PREPARED IN THE LAW OFFICE OF:

Sid Lawrence, III
512 Heimer Road
San Antonio, Texas 78232
(210) 495-5560

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law. STATE OF TEXAS, COUNTY OF BEXAR I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

Doc# 20060037319 Fees: \$28.00
02/17/2006 3:07PM # Pages 4
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK

FEB 17 2006



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

EXHIBIT "A"
6F 1211003499

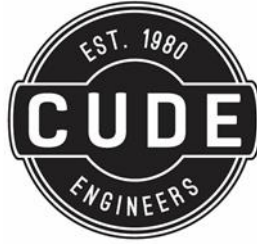
LEGAL DESCRIPTION

All that certain tract or parcel of land containing 0.587 acres in Bexar County, Texas, out of the Jose Ramon Arocha Survey No. 171, being the same tract of land described in Volume 4605, Page 1434, Real Property Records of Bexar County, Texas, being a portion of that certain 5.0 acre tract described in 1983, Page 18, Real Property Records of Bexar County, Texas.

Said 0.587 acre tract, being more particularly described by metes and bounds as follows;

- BEGINNING: at a 1/2" iron pin found on the North right-of-way line of Dietz Elkhorn Road at the Southwest corner of said 5.0 acre tract, and same being the Southeast corner of Sanford A. & Patricia Jennings tract of record in Volume 8280, Page 1096, Real Property Records of Bexar County, Texas, for the Southwest corner of this herein described tract;
- THENCE: North 01 deg. 45 min. 00 sec. East, a distance of 348.55 feet along with the common line of between said 5.0 acre tract and said Jennings tract to a 1" iron pin found on the South boundary line of Lisa & Gerald W. Rentz, Jr., tract, of record in Volume 9178, Page 1947, Real Property Records of Bexar County, Texas, at the Northwest corner of said 5.0 acre tract and same being the Northeast corner of said Jennings tract, for the Northwest corner of this herein described tract;
- THENCE: North 89 deg. 44 min. 57 sec. East, a distance of 135.39 feet along with the common line between said 5.0 acre tract and said Rents, tract to a 1/2" iron pin found, for the Northeast corner of this herein described tract;
- THENCE: South 01 deg. 45 min. 00 sec. West, 95.30 feet to a 1/2" iron pin set with cap, for a corner of this herein described tract;
- THENCE: South 89 deg. 45 min. 00 sec. West, 85.39 feet to a 1/2" iron pin set with cap, for a corner of this herein described tract;
- THENCE: South 01 deg. 45 min. 00 sec. West, 253.25 feet to a 1/2" iron pin set with cap on the North line of Dietz Elkhorn Road and same being the South line of said 5.0 acre tract, for the Southeast corner of this herein described tract;
- THENCE: South 89 deg. 44 min. 57 sec. West, a distance of 50.00 feet along with the common line between said 5.0 acre tract and said Dietz Elkhorn Road to the POINT OF BEGINNING.

19299 160842



TAX CERTIFICATE

M.W. CUDE ENGINEERS, L.L.C 4122 Pond Hill Road, Suite 101 San Antonio, Texas 78231 210.681.2951 (tel) 210.523.7112 (fax)

Multi-Parcel Tax Certificate Update

Remit certificate fee to :

Customer : Fidelity National Title Agency, Inc. (Branch 101305)

Certificate Number : 12243347

User : Dede Jackson

Print Date : 03/15/2024

GF Number : 4000412400699

National TaxNet
P.O. Box 848123
Dallas, Texas 75284-8123

Closer : Alamo Title Company

Fee : \$44.00 (includes sales tax)

Buyer(s) : PS Boerne Holdings LLC

Certificate Current Year Tax Summary		
Jurisdiction	Tax Year	Base Tax
BEXAR COUNTY	2023	\$1,593.60
SAN ANTONIO RIVER AUTH.	2023	\$95.62
ALAMO COMM COLLEGE	2023	\$792.29
UNIVERSITY HEALTH SYSTEM	2023	\$1,467.36
FAIR OAKS RANCH CITY	2023	\$554.79
BOERNE ISD	2023	\$5,275.88
Current Year Total (as available)		\$9,779.54

Certificate Totals of Taxes Due by Collector			
PAYABLE TO:	Balance Due w/o Penalties	Amount Due 03/2024	Amount Due 04/2024
BEXAR COUNTY	\$0.00	\$0.00	\$0.00
KENDALL COUNTY	\$0.00	\$0.00	\$0.00

IMPORTANT CERTIFICATE COMMENTS

03/13/2024:
 SEE IMPORTANT ACCOUNTS COMMENT 2023 TAXABLE VALUE FOR FAIR OAKS RANCH CITY.

CAD Account Number(s)		
252144	252145	252146

Assessment Information		
Account Number:	252144 (Parcel 1 of 3)	2023 Assessed Values
Owner Name(s):	RENTZ, GERALD W RENTZ, LISA	Land: 66,650
Mailing Address:	8128 TRIPLE CROWN FAIR OAKS RANCH, TX 78015-4625	Imprv: 94,350
Property Address:	8979 DIETZ ELKHORN RD BOERNE , TX 78015	Total: 161,000
Legal Description:	CB 4708 P-16B ABS 24	
Geo Id:	04708-000-0161	
Property Class:	RESIDENTIAL SINGLE FAMILY	
Land Use:	A1	

Acreage: 0.60000

2023 Exemptions: None

Total Est. Taxes w/o Exempt: \$3,279.71

Total Tax Rate: 2.037084

IMPORTANT ACCOUNT COMMENTS

FAIR OAKS RANCH CITY 2023 TAXABLE VALUE \$35,420

REALTIME TAX INFORMATION DETAIL

BEXAR COUNTY
P. O. BOX 839950
SAN ANTONIO, TX 78283
(210) 335-2251

Payments as of : 03/15/2024 Current Year Taxes
03/15/2024 Prior Year Taxes

2023 Tax Rate: 0.299999
Est. Taxes w/o Exempt: \$483.00

Bill Ref: 047080000161

Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024
2023	\$483.00	Paid	Paid
SUBTOTAL	\$483.00	\$0.00	\$0.00

REALTIME TAX INFORMATION DETAIL

ALAMO COMM COLLEGE
COLLECTED BY
BEXAR COUNTY
(210) 335-2251

Payments as of : 03/15/2024 Current Year Taxes
03/15/2024 Prior Year Taxes

2023 Tax Rate: 0.149150
Est. Taxes w/o Exempt: \$240.13

Bill Ref: 047080000161

Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024
2023	\$240.13	Paid	Paid
SUBTOTAL	\$240.13	\$0.00	\$0.00

REALTIME TAX INFORMATION DETAIL

UNIVERSITY HEALTH SYSTEM
COLLECTED BY
BEXAR COUNTY
(210) 335-2251

Payments as of : 03/15/2024 Current Year Taxes
03/15/2024 Prior Year Taxes

2023 Tax Rate: 0.276235
Est. Taxes w/o Exempt: \$444.74

Bill Ref: 047080000161

Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024
2023	\$444.74	Paid	Paid
SUBTOTAL	\$444.74	\$0.00	\$0.00

REALTIME TAX INFORMATION DETAIL

FAIR OAKS RANCH CITY
COLLECTED BY
BEXAR COUNTY
(210) 335-2251

Payments as of : 03/15/2024 Current Year Taxes
03/15/2024 Prior Year Taxes

Exhibit C

Item #5.

2023 Tax Rate: 0.300500
 Est. Taxes w/o Exempt: \$483.81

Bill Ref: 047080000161

Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024
2023	\$106.44	Paid	Paid
SUBTOTAL	\$106.44	\$0.00	\$0.00

• **W/O exemption estimated amount not equal to CYR bill amount - Manual Research Required.**

Tax Information Detail - CAD Account 252144

BOERNE ISD
 COLLECTED BY
 KENDALL COUNTY
 118 MARKET AVENUE
 BOERNE, TX 78006
 (830) 249-8012

Payments as of : 02/25/2024 Current Year Taxes
 02/25/2024 Prior Year Taxes

2023 Tax Rate: 0.993200
 Est. Taxes w/o Exempt: \$1,599.05

Bill Ref: 04708-000-0161

Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024
2023	\$1,599.05	Paid	Paid
SUBTOTAL	\$1,599.05	\$0.00	\$0.00

REALTIME TAX INFORMATION DETAIL

SAN ANTONIO RIVER AUTH.
 COLLECTED BY
 BEXAR COUNTY
 (210) 335-2251

Payments as of : 03/15/2024 Current Year Taxes
 03/15/2024 Prior Year Taxes

2023 Tax Rate: 0.018000
 Est. Taxes w/o Exempt: \$28.98

Bill Ref: 047080000161

Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024
2023	\$28.98	Paid	Paid
SUBTOTAL	\$28.98	\$0.00	\$0.00

Account Summary of Taxes Due

Payable to:	Balance Due w/o Penalties	Amount Due 03/2024	Amount Due 04/2024
BEXAR COUNTY	\$0.00	\$0.00	\$0.00
KENDALL COUNTY	\$0.00	\$0.00	\$0.00

Assessment Information

Account Number: 252145 **(Parcel 2 of 3)**
Owner Name(s): RENTZ, JERRY
 RENTZ, LISA
Mailing Address: 8128 TRIPLE CROWN
 FAIR OAKS, TX 78015-4625
Property Address: 8923 DIETZ ELKHORN RD
 BOERNE, TX 78015

2023 Assessed Values

Land:	45,200
Imprv:	0
Total:	45,200

Legal Description: CB 4708 P-16A A-24

Geo Id: 04708-000-0162

Property Class: VACANT RESIDENTIAL LOTS IN CITY UNDER 5AC

Land Use: C1

Acreage: 0.44900

2023 Exemptions: None

Total Est. Taxes w/o Exempt: \$920.76

Warnings: Property is assessed as land only. Please verify no improvements prior to closing or additional taxes may be due. Total Tax Rate: 2.037084

REALTIME TAX INFORMATION DETAIL				
BEXAR COUNTY P. O. BOX 839950 SAN ANTONIO, TX 78283 (210) 335-2251 2023 Tax Rate: 0.299999 Est. Taxes w/o Exempt: \$135.60 Bill Ref: 047080000162		Payments as of : 03/15/2024 Current Year Taxes 03/15/2024 Prior Year Taxes		
	<u>Tax Year</u>	<u>Base Tax</u>	<u>Amount Due 03/2024</u>	<u>Amount Due 04/2024</u>
	2023	\$135.60	Paid	Paid
	SUBTOTAL	\$135.60	\$0.00	\$0.00

REALTIME TAX INFORMATION DETAIL				
ALAMO COMM COLLEGE COLLECTED BY BEXAR COUNTY (210) 335-2251 2023 Tax Rate: 0.149150 Est. Taxes w/o Exempt: \$67.42 Bill Ref: 047080000162		Payments as of : 03/15/2024 Current Year Taxes 03/15/2024 Prior Year Taxes		
	<u>Tax Year</u>	<u>Base Tax</u>	<u>Amount Due 03/2024</u>	<u>Amount Due 04/2024</u>
	2023	\$67.42	Paid	Paid
	SUBTOTAL	\$67.42	\$0.00	\$0.00

REALTIME TAX INFORMATION DETAIL				
UNIVERSITY HEALTH SYSTEM COLLECTED BY BEXAR COUNTY (210) 335-2251 2023 Tax Rate: 0.276235 Est. Taxes w/o Exempt: \$124.86 Bill Ref: 047080000162		Payments as of : 03/15/2024 Current Year Taxes 03/15/2024 Prior Year Taxes		
	<u>Tax Year</u>	<u>Base Tax</u>	<u>Amount Due 03/2024</u>	<u>Amount Due 04/2024</u>
	2023	\$124.86	Paid	Paid
	SUBTOTAL	\$124.86	\$0.00	\$0.00

REALTIME TAX INFORMATION DETAIL				

Exhibit C

Item #5.

FAIR OAKS RANCH CITY COLLECTED BY BEXAR COUNTY (210) 335-2251 2023 Tax Rate: 0.300500 Est. Taxes w/o Exempt: \$135.83 Bill Ref: 047080000162	Payments as of : 03/15/2024 Current Year Taxes 03/15/2024 Prior Year Taxes			
	Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024
	2023	\$135.83	Paid	Paid
	SUBTOTAL	\$135.83	\$0.00	\$0.00

Tax Information Detail - CAD Account 252145				
BOERNE ISD COLLECTED BY KENDALL COUNTY 118 MARKET AVENUE BOERNE, TX 78006 (830) 249-8012 2023 Tax Rate: 0.993200 Est. Taxes w/o Exempt: \$448.93 Bill Ref: 04708-000-0162	Payments as of : 02/25/2024 Current Year Taxes 02/25/2024 Prior Year Taxes			
	Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024
	2023	\$448.93	Paid	Paid
	SUBTOTAL	\$448.93	\$0.00	\$0.00

REALTIME TAX INFORMATION DETAIL				
SAN ANTONIO RIVER AUTH. COLLECTED BY BEXAR COUNTY (210) 335-2251 2023 Tax Rate: 0.018000 Est. Taxes w/o Exempt: \$8.14 Bill Ref: 047080000162	Payments as of : 03/15/2024 Current Year Taxes 03/15/2024 Prior Year Taxes			
	Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024
	2023	\$8.14	Paid	Paid
	SUBTOTAL	\$8.14	\$0.00	\$0.00

Account Summary of Taxes Due			
Payable to:	Balance Due w/o Penalties	Amount Due 03/2024	Amount Due 04/2024
BEXAR COUNTY	\$0.00	\$0.00	\$0.00
KENDALL COUNTY	\$0.00	\$0.00	\$0.00

Assessment Information			
Account Number:	252146 (Parcel 3 of 3)	2023 Assessed Values	
Owner Name(s):	RENTZ, JERRY RENTZ, LISA	Land:	325,000
		Imprv:	0

Mailing Address:	8128 TRIPLE CROWN FAIR OAKS, TX 78015-4625	Total:	325,000
Property Address:	8979 DIETZ ELKHORN RD BOERNE , TX 78015		
Legal Description:	CB: 4708 P-16 ABS 24 2014-SPLIT MERGE PER DEED 16450/2155 EXE 11-22-13, UPDATED ACREAGE FROM 3.964 TO 3.224 AC. JF/GIS/3-19-14		
Geo Id:	04708-000-0163		
Property Class:	REAL FARM&RANCH SINGLE FAMILY		
Land Use:	E1		
Acreage:	3.22400		
2023 Exemptions:	None	Total Est. Taxes w/o Exempt: \$6,620.52	
Warnings:	Property is assessed as land only. Please verify no improvements prior to closing or additional taxes may be due.		
		Total Tax Rate: 2.037084	

IMPORTANT ACCOUNT COMMENTS

FAIR OAKS RANCH CITY 2023 TAXABLE VALUE \$104,000

REALTIME TAX INFORMATION DETAIL				
BEXAR COUNTY P. O. BOX 839950 SAN ANTONIO, TX 78283 (210) 335-2251 2023 Tax Rate: 0.299999 Est. Taxes w/o Exempt: \$975.00 Bill Ref: 047080000163		Payments as of : 03/15/2024 Current Year Taxes 03/15/2024 Prior Year Taxes		
	Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024
	2023	\$975.00	Paid	Paid
	SUBTOTAL	\$975.00	\$0.00	\$0.00

REALTIME TAX INFORMATION DETAIL				
ALAMO COMM COLLEGE COLLECTED BY BEXAR COUNTY (210) 335-2251 2023 Tax Rate: 0.149150 Est. Taxes w/o Exempt: \$484.74 Bill Ref: 047080000163		Payments as of : 03/15/2024 Current Year Taxes 03/15/2024 Prior Year Taxes		
	Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024
	2023	\$484.74	Paid	Paid
	SUBTOTAL	\$484.74	\$0.00	\$0.00

REALTIME TAX INFORMATION DETAIL				
UNIVERSITY HEALTH SYSTEM COLLECTED BY BEXAR COUNTY (210) 335-2251 2023 Tax Rate: 0.276235 Est. Taxes w/o Exempt: \$897.76 Bill Ref: 047080000163		Payments as of : 03/15/2024 Current Year Taxes 03/15/2024 Prior Year Taxes		
	Tax Year	Base Tax	Amount Due 03/2024	Amount Due 04/2024

Exhibit C

Item #5.

2023	\$897.76	Paid	Paid
SUBTOTAL	\$897.76	\$0.00	\$0.00

REALTIME TAX INFORMATION DETAIL

FAIR OAKS RANCH CITY COLLECTED BY BEXAR COUNTY (210) 335-2251 2023 Tax Rate: 0.300500 Est. Taxes w/o Exempt: \$976.63 Bill Ref: 047080000163	Payments as of : 03/15/2024 Current Year Taxes 03/15/2024 Prior Year Taxes		
	Tax Year	Base Tax	Amount Due 03/2024
	2023	\$312.52	Paid
	SUBTOTAL	\$312.52	\$0.00
			Amount Due 04/2024
			Paid
			\$0.00

• **W/O exemption estimated amount not equal to CYR bill amount - Manual Research Required.**

Tax Information Detail - CAD Account 252146

BOERNE ISD COLLECTED BY KENDALL COUNTY 118 MARKET AVENUE BOERNE, TX 78006 (830) 249-8012 2023 Tax Rate: 0.993200 Est. Taxes w/o Exempt: \$3,227.90 Bill Ref: 04708-000-0163	Payments as of : 02/25/2024 Current Year Taxes 02/25/2024 Prior Year Taxes		
	Tax Year	Base Tax	Amount Due 03/2024
	2023	\$3,227.90	Paid
	SUBTOTAL	\$3,227.90	\$0.00
			Amount Due 04/2024
			Paid
			\$0.00

REALTIME TAX INFORMATION DETAIL

SAN ANTONIO RIVER AUTH. COLLECTED BY BEXAR COUNTY (210) 335-2251 2023 Tax Rate: 0.018000 Est. Taxes w/o Exempt: \$58.50 Bill Ref: 047080000163	Payments as of : 03/15/2024 Current Year Taxes 03/15/2024 Prior Year Taxes		
	Tax Year	Base Tax	Amount Due 03/2024
	2023	\$58.50	Paid
	SUBTOTAL	\$58.50	\$0.00
			Amount Due 04/2024
			Paid
			\$0.00

Account Summary of Taxes Due

Payable to:	Balance Due w/o Penalties	Amount Due 03/2024	Amount Due 04/2024
BEXAR COUNTY	\$0.00	\$0.00	\$0.00
KENDALL COUNTY	\$0.00	\$0.00	\$0.00

Exclusions and Conditions of Tax Certificates

ALL APPLICABLE AD VALOREM TAXES ON THE ABOVE REFERENCED PROPERTY(S) ARE FOUND TO HAVE THE STATUS PROVIDED EXCEPT:

- a. THE STATUS DOES NOT COVER ANY CHANGES MADE TO THE TAX RECORDS OF THE AGENCIES LISTED AFTER THE "PAYMENTS AS OF" DATE
- b. DOES NOT INCLUDE OR IS NOT A CERTIFICATION OF ANY
 - 1. MINERAL TAXES
 - 2. PERSONAL PROPERTY TAXES (INCLUDING MOBILE HOMES)
 - 3. ANY OTHER NON AD VALOREM TAXES

Texas Tax Information

- Texas taxes are usually billed for the calendar year on or around October 1st
- Taxes are delinquent on February 1st
- Additional penalties apply to current year delinquencies on July 1st

HOA Certificate

National TaxNet
P.O. Box 848123
Dallas, Texas 75284-8123

Customer : Fidelity National Title Agency, Inc. (Branch 101305) **Certificate Number :** 12243347
User : Dede Jackson **Print Date :** 03/15/2024
GF Number : 4000412400699
Closer : Alamo Title Company
Buyer(s) : PS Boerne Holdings LLC

PROPERTY INFORMATION

Owner Name(s): RENTZ, GERALD W
 RENTZ, LISA
Legal Description: CB 4708 P-16B ABS 24
Situs Address: 8979 DIETZ ELKHORN RD
CAD Account: BEXAR, #252144

HOMEOWNER'S ASSOCIATION INFORMATION

HOA Name: RI
Collection Cycle: Unknown
Collector: RI
Phone:
Fax:
Contact:

Comments: ***PER WORTH ROSS: THEY ARE NO LONGER HANDLING CALLS ABOUT ASSESSMENT INFORMATION. THEY HAVE REFERRED ALL CALLS TO CONDO CERTS IN CALIFORNIA AT 800-310-6552. PER CONDO CERTS: AN UP-FRONT FEE WILL BE CHARGED FOR EACH HOA REQUEST. PLEASE CONTACT THEM DIRECTLY AT WWW.CONDOCERTS.COM.

ASSESSMENT INFORMATION

Billing Cycle	Assessment Type	Base Amount	Balance Due	Payoff	Payoff	Payoff
			Total Due:	\$0.00	\$0.00	\$0.00

Comments:

HOA Bill Status: Ready

Preliminary HOA Information

National TaxNet
P.O. Box 848123
Dallas, Texas 75284-8123

Customer : Fidelity National Title Agency, Inc. (Branch 101305)

Certificate Number : 12243347

User : Dede Jackson

Print Date : 03/15/2024

GF Number : 4000412400699

Closer : Alamo Title Company

Buyer(s) : PS Boerne Holdings LLC

PROPERTY INFORMATION

Owner Name(s): RENTZ, JERRY
RENTZ, LISA

Legal Description: CB 4708 P-16A A-24

Situs Address: 8923 DIETZ ELKHORN RD

CAD Account: BEXAR, #252145

HOMEOWNER'S ASSOCIATION INFORMATION

HOA Name: FAIR OAKS RANCH HOA

Collection Cycle: Annually

Collector: FAIR OAKS RANCH CITY
7286 DIETZ ELKHORN
FAIR OAKS RANCH, TX 78015

Phone: 2106982225

Fax: 2106985421

Contact:

Comments: THIS MANAGEMENT COMPANY DOES NOT PROVIDE INFORMATION TO ANY ENTITY EXCEPT THE CLOSER. PLEASE CONTACT THEM AT THE PHONE OR FAX NUMBERS LISTED ABOVE. OR EMAIL REQUEST: FORHA2@GVTC.COM

ASSESSMENT INFORMATION

Billing Cycle	Assessment Type	Base Amount	Balance Due	Payoff	Payoff	Payoff
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Due:				\$0.00	\$0.00	\$0.00

Comments:

HOA Bill Status: Pending

Preliminary HOA Information

National TaxNet
P.O. Box 848123
Dallas, Texas 75284-8123

Customer : Fidelity National Title Agency, Inc. (Branch 101305)

Certificate Number : 12243347

User : Dede Jackson

Print Date : 03/15/2024

GF Number : 4000412400699

Closer : Alamo Title Company

Buyer(s) : PS Boerne Holdings LLC

PROPERTY INFORMATION	
Owner Name(s):	RENTZ, JERRY RENTZ, LISA
Legal Description:	CB 4708 P-16A A-24
Situs Address:	8923 DIETZ ELKHORN RD
CAD Account:	BEXAR, #252145

HOMEOWNER'S ASSOCIATION INFORMATION	
HOA Name:	ESCONDIDO NORTH HOA
Collection Cycle:	QUARTERLY
Collector:	SPECTRUM PROPERTY MANAGEMENT 17319 SAN PEDRO STE 318 SAN ANTONIO, TX 78232
	Phone: 2104940659 Fax: 2104940887 Contact:
Comments:	***PER SPECTRUM: THEY ARE NO LONGER HANDLING CALLS ABOUT ASSESSMENT INFORMATION. THEY HAVE REFERRED ALL CALLS TO "HOMEWISEDOCS" AT (866) 925-5004. PLEASE CONTACT THEM DIRECTLY AT WWW.HOMEWISEDOCS.COM.

ASSESSMENT INFORMATION						
Billing Cycle	Assessment Type	Base Amount	Balance Due	Payoff	Payoff	Payoff
			Total Due:	\$0.00	\$0.00	\$0.00
Comments:						
HOA Bill Status: Pending						

Preliminary HOA Information

National TaxNet
P.O. Box 848123
Dallas, Texas 75284-8123

Customer : Fidelity National Title Agency, Inc. (Branch 101305) **Certificate Number :** 12243347
User : Dede Jackson **Print Date :** 03/15/2024
GF Number : 4000412400699
Closer : Alamo Title Company
Buyer(s) : PS Boerne Holdings LLC

PROPERTY INFORMATION	
Owner Name(s):	RENTZ, JERRY RENTZ, LISA
Legal Description:	CB 4708 P-16A A-24
Situs Address:	8923 DIETZ ELKHORN RD
CAD Account:	BEXAR, #252145

HOMEOWNER'S ASSOCIATION INFORMATION	
HOA Name:	BALCONES CREEK (ENCLAVE) HOA
Collection Cycle:	QUARTERLY

Exhibit C

Item #5.

Collector:	DIAMOND ASSOCIATION MGMT & CONSULTING 14603 HUEBNER RD BUILDING 40 SAN ANTONIO, TX 78230	Phone: 2105610600 Fax: 2106901125 Contact:
Comments:	TRANSFER FEE AND RESALE CERT FEE PAYABLE TO DIAMOND ASSOC MGMT. MAINTENANCE FEE PAYABLE TO HOA BY SEPARATE CHECK. PLEASE FORWARD A COPY OF THE DEED, AFFIDAVIT OF PURCHASE OR SETTLEMENT STATEMENT SHOWING NEW OWNERS INFO AND MAILING ADDRESS TO MGMT COMPANY. TRANSFER FEE IS \$175.00. RESALE CERT FEE IS \$175.00. NO REFI FEE. ***WORKING CAPITAL FEE IS \$500.00***BUILDERS DO NOT PAY WORKING CAPITAL FEE.	

ASSESSMENT INFORMATION						
Billing Cycle	Assessment Type	Base Amount	Balance Due	Payoff	Payoff	Payoff
			Total Due:	\$0.00	\$0.00	\$0.00
Comments: HOA Bill Status: Pending						

Preliminary HOA Information

National TaxNet
P.O. Box 848123
Dallas, Texas 75284-8123

Customer : Fidelity National Title Agency, Inc. (Branch 101305)	Certificate Number : 12243347
User : Dede Jackson	Print Date : 03/15/2024
GF Number : 4000412400699	
Closer : Alamo Title Company	
Buyer(s) : PS Boerne Holdings LLC	

PROPERTY INFORMATION	
Owner Name(s):	RENTZ, JERRY RENTZ, LISA
Legal Description:	CB 4708 P-16A A-24
Situs Address:	8923 DIETZ ELKHORN RD
CAD Account:	BEXAR, #252145

HOMEOWNER'S ASSOCIATION INFORMATION			
HOA Name:	ELKHORN RIDGE HOA		
Collection Cycle:	QUARTERLY		
Collector:	FIRSTSERVICE RESIDENTIAL SAN ANTONIO 3424 PAESANOS PKWY STE 100 SHAVANO PARK, TX 78231	Phone: 2108297202 Fax: 2108285365 Contact:	
Comments:	THIS MANAGEMENT COMPANY DOES NOT PROVIDE INFORMATION TO ANY ENTITY EXCEPT THE CLOSER. PLEASE CONTACT THEM AT www.fsresidential.com/texas		

ASSESSMENT INFORMATION						
Billing Cycle	Assessment Type	Base Amount	Balance Due	Payoff	Payoff	Payoff
			Total Due:	\$0.00	\$0.00	\$0.00

Comments:

HOA Bill Status: Pending

HOA Certificate

National TaxNet
P.O. Box 848123
Dallas, Texas 75284-8123

Customer : Fidelity National Title Agency, Inc. (Branch 101305)

Certificate Number : 12243347

User : Dede Jackson

Print Date : 03/15/2024

GF Number : 4000412400699

Closer : Alamo Title Company

Buyer(s) : PS Boerne Holdings LLC

PROPERTY INFORMATION

Owner Name(s): RENTZ, JERRY
RENTZ, LISA
Legal Description: CB 4708 P-16A A-24
Situs Address: 8923 DIETZ ELKHORN RD
CAD Account: BEXAR, #252145

HOMEOWNER'S ASSOCIATION INFORMATION

HOA Name: RI
Collection Cycle: Unknown
Collector: RI
Phone:
Fax:
Contact:

Comments: ***PER WORTH ROSS: THEY ARE NO LONGER HANDLING CALLS ABOUT ASSESSMENT INFORMATION. THEY HAVE REFERRED ALL CALLS TO CONDO CERTS IN CALIFORNIA AT 800-310-6552. PER CONDO CERTS: AN UP-FRONT FEE WILL BE CHARGED FOR EACH HOA REQUEST. PLEASE CONTACT THEM DIRECTLY AT WWW.CONDOCERTS.COM.

ASSESSMENT INFORMATION

Billing Cycle	Assessment Type	Base Amount	Balance Due	Payoff	Payoff	Payoff
			Total Due:	\$0.00	\$0.00	\$0.00

Comments:
HOA Bill Status: Ready

HOA Certificate

National TaxNet
P.O. Box 848123
Dallas, Texas 75284-8123

Customer : Fidelity National Title Agency, Inc. (Branch 101305)

Certificate Number : 12243347

User : Dede Jackson

Print Date : 03/15/2024

GF Number : 4000412400699

Closer : Alamo Title Company

Buyer(s) : PS Boerne Holdings LLC

PROPERTY INFORMATION

Owner Name(s): RENTZ, JERRY
 RENTZ, LISA

Legal Description: CB: 4708 P-16 ABS 24 2014-SPLIT MERGE PER DEED 16450/2155 EXE 11-22-13, UPDATED ACREAGE FROM 3.964 TO 3.224 AC. JF/GIS/3-19-14

Situs Address: 8979 DIETZ ELKHORN RD

CAD Account: BEXAR, #252146

HOMEOWNER'S ASSOCIATION INFORMATION

HOA Name: RI

Collection Cycle: Unknown

Collector: RI

Phone:
Fax:
Contact:

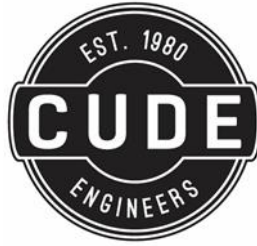
Comments: ***PER WORTH ROSS: THEY ARE NO LONGER HANDLING CALLS ABOUT ASSESSMENT INFORMATION. THEY HAVE REFERRED ALL CALLS TO CONDO CERTS IN CALIFORNIA AT 800-310-6552. PER CONDO CERTS: AN UP-FRONT FEE WILL BE CHARGED FOR EACH HOA REQUEST. PLEASE CONTACT THEM DIRECTLY AT WWW.CONDOCERTS.COM.

ASSESSMENT INFORMATION

Billing Cycle	Assessment Type	Base Amount	Balance Due	Payoff	Payoff	Payoff
			Total Due:	\$0.00	\$0.00	\$0.00

Comments:

HOA Bill Status: Ready



LETTER OF AGENT

March 11, 2024

City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Re: Letter of Agent Authorization

Agent: Double Diamond Construction
Contact: Todd Williams
20770 Hwy 281 North #108-607
San Antonio, TX 78258

Project: 8979 Dietz Elkhorn

To Whom This May Concern,

The purpose of this correspondence is to act as a Letter of Agent Authorization for Double Diamond Construction to serve as a duly authorized Agent for Lisa and Gerald W Jr Rentz for Properties legally described as CB 4708 P-16B ABS 24, CB: 4708 P-16 ABS 24, and CB 4708 P-16A A-24. The Agent is authorized to act on our behalf for all documents required as part of the replat process. Such actions include but are not limited to obtaining a renewal of the SAWS USA agreement, interacting with various utility providers such as CPS, AT&T, Spectrum etc. to obtain utility approvals required to replat the property, and finally submission of documents required by the City of Fair Oaks Ranch for the replat of this property.

Respectfully,

Gerald W Rentz Jr
Lisa Rentz

Lisa and Gerald W Jr Rentz
Owner

STATE OF Texas §

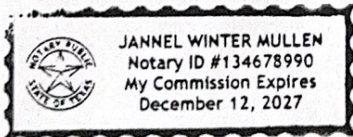
COUNTY OF Bexar §

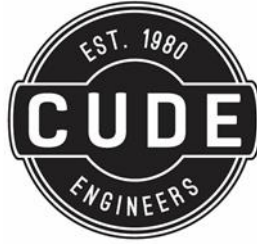
The foregoing authorization was acknowledged before me this 1 day of April by GERALD & LISA RENTZ, JR, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purpose and consideration therein expressed.

Jannel W. Mullen
NOTARY PUBLIC

Print Name: Jannel Winter Mullen

My Commission Expires: 12-12-27





PRE-DEVELOPMENT MEETING

M.W. CUDE ENGINEERS, L.L.C 4122 Pond Hill Road, Suite 101 San Antonio, Texas 78231 210.681.2951 (tel) 210.523.7112 (fax)

Sean McFarland, P.E.

Subject: FW: Pre-Development Meeting 8979 Dietz Elkhorn Rd
Location: Microsoft Teams Meeting

Start: Thu 3/28/2024 2:30 PM
End: Thu 3/28/2024 3:30 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Amanda Wade

-----Original Appointment-----

From: Amanda Wade <awade@fairoaksranchtx.org>
Sent: Tuesday, March 19, 2024 4:01 PM
To: Amanda Wade; Grant Watanabe; Lee Muniz; Steven Fried; Kelsey Delgado; Krishna Radhakrishnan; Lata Krishnarao; Sean McFarland, P.E.; Dakotah Feigl; Jeffrey McKinnie, P.E.; Building Codes Admin
Subject: Pre-Development Meeting 8979 Dietz Elkhorn Rd
When: Thursday, March 28, 2024 2:30 PM-3:30 PM (UTC-06:00) Central Time (US & Canada).
Where: Microsoft Teams Meeting

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 246 521 407 007

Passcode: Y7CDfK

[Download Teams](#) | [Join on the web](#)

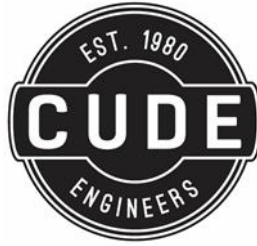
Or call in (audio only)

[+1 323-886-7531,,330205140#](#) United States, Los Angeles

Phone Conference ID: 330 205 140#

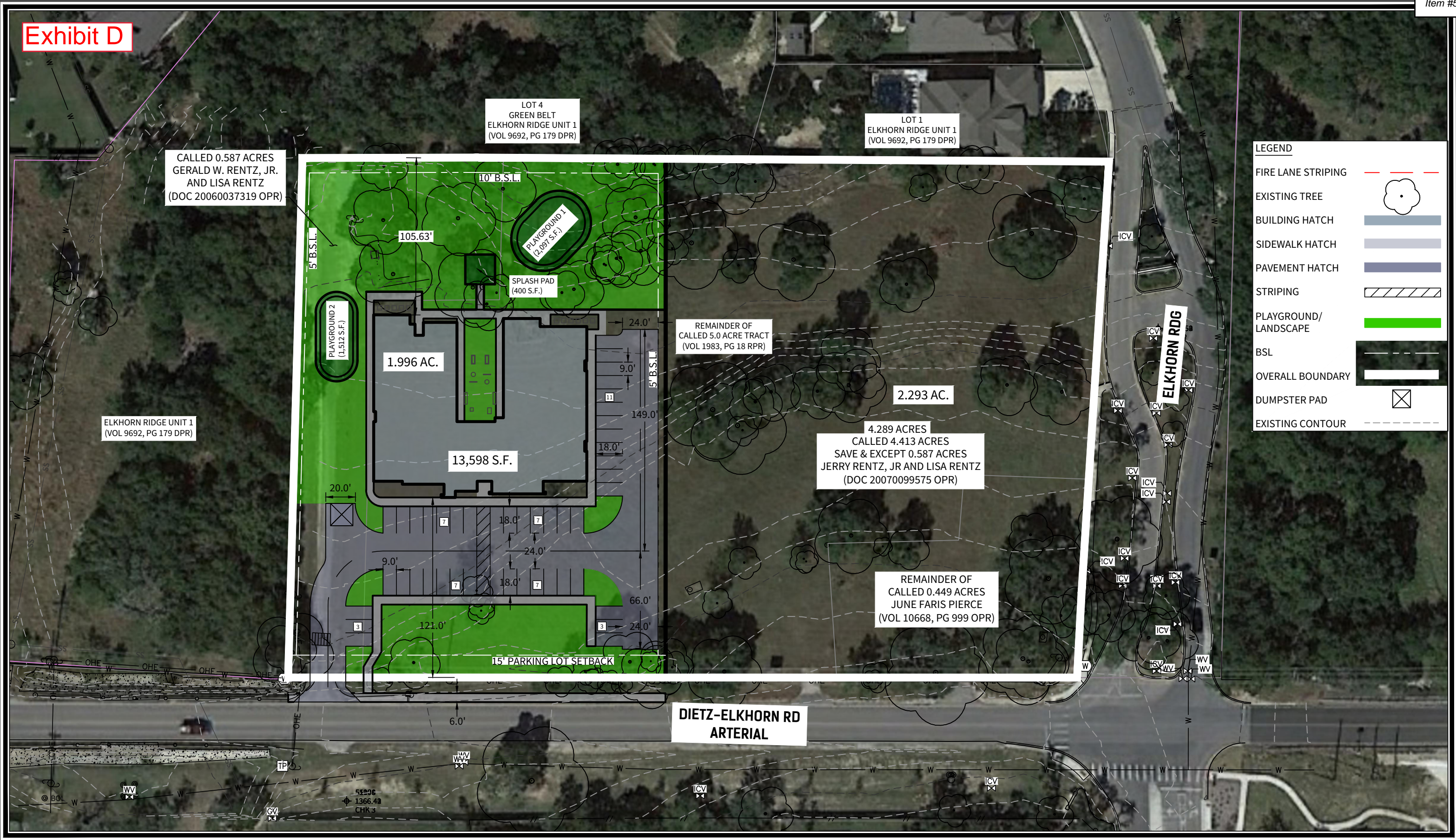
[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)



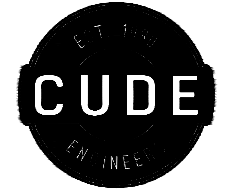
DIGITAL FILES

Exhibit D



LEGEND

- FIRE LANE STRIPING
- EXISTING TREE
- BUILDING HATCH
- SIDEWALK HATCH
- PAVEMENT HATCH
- STRIPING
- PLAYGROUND/LANDSCAPE
- BSL
- OVERALL BOUNDARY
- DUMPSTER PAD
- EXISTING CONTOUR



CUDE ENGINEERS
 4122 Pond Hill Road, Suite 101
 San Antonio, Texas 78231
 P:(210) 681.2951 F:(210)523.7112

PREP SCHOOL / PRELIM SITE PLAN

FAIR OAKS, TEXAS

APRIL 9, 2024

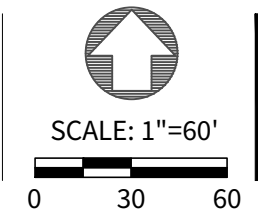


Exhibit E

Exhibit Item #5. NOTIFICATION MAP

8979 Dietz Elkhorn Road
Variance Application Number:
ZBOA 2024-01

Legend

- Subject Property
- Notification Area
- City Limits

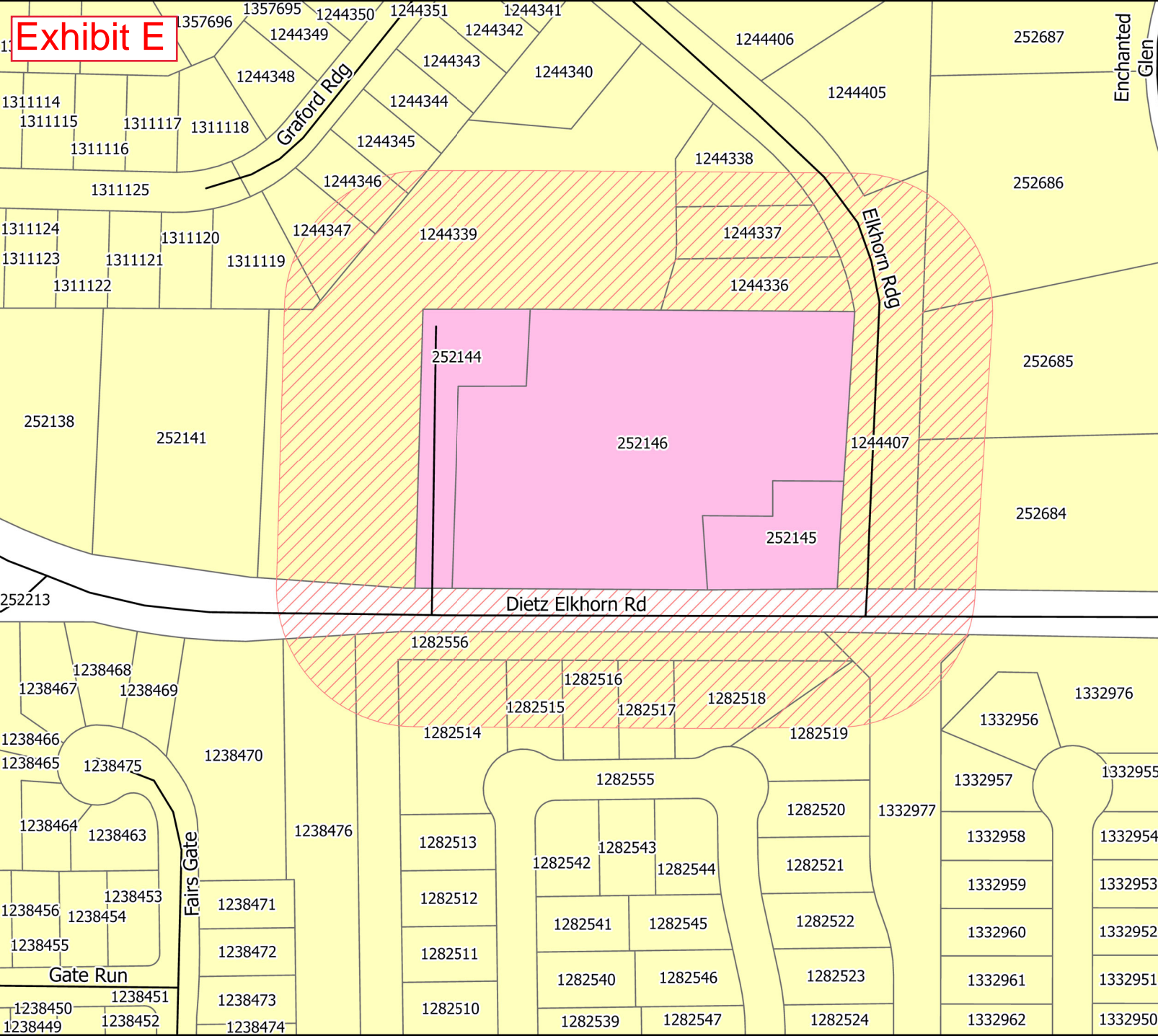


April 2024

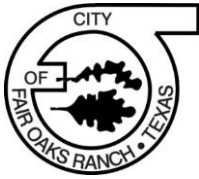


200

US Feet



Disclaimer – The City of Fair Oaks Ranch (COFOR) does not guarantee the accuracy, adequacy, completeness, or usefulness of any information. COFOR does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS Data. The GIS data, cartographic products, and associated applications are not legal representations of the depicted data. GIS data is derived from public records that are constantly undergoing revision. Under no circumstances shall COFOR be held liable for any damages, including but not limited to, direct, indirect, or consequential damages, arising from the use of the information. COFOR provides this information on an "as is" basis without warranty of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. COFOR assumes no responsibility for anyone's use of the information.



**ZONING BOARD OF APPEALS CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS**

AGENDA TOPIC: Consideration and possible action on the Variance Application No. ZBOA 2024-01 from the applicant Cude Engineers, on behalf of property owners Gerald W Rentz Jr. and Lisa Rentz, to grant variances for the property located at 8923 and 8979 Dietz Elkhorn Road, Boerne, TX.

DATE: May 15, 2024

DEPARTMENT: Public Works and Engineering Services

PRESENTED BY: Lee Muñiz, P.E., CFM, Manager of Engineering Services

INTRODUCTION/BACKGROUND:

The applicant is proposing a development that will consist of a daycare/childcare facility located at 8923 and 8979 Dietz Elkhorn Road, northwest of the intersection of Dietz Elkhorn Road and Elkhorn Ridge. Street access to the development will be provided from Dietz Elkhorn Road. The property is not platted, and the site contains a single-family residential structure. The proposed daycare/childcare facility is approximately 13,500 square feet.

Current Zoning: Mixed Use Village

Proposed Use: Daycare/childcare facility (Permitted with Conditions)

Property Size: 4.289 acres

Variations Requested: On April 09, 2024, the applicant submitted a complete variance application requesting variances to the UDC sections listed below.

1. Variance from the requirements of UDC Section 6.8 (1) b (i) to vary the Build-to Zone (maximum building setback requirement) along Primary Frontage (Dietz Elkhorn Road) from 20 feet to 140 feet.
2. Variance from the requirements of UDC Section 6.8 (1) (d) (i) to allow surface parking in the area located between the building and the Dietz Elkhorn Road.

All supporting documents for this consideration item are attached to the related public hearing item in the agenda packet.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The public hearing process and multiple means of notification afford citizens the opportunity to provide input to the governing body before decisions are made.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

N/A

LEGAL ANALYSIS:

The attached staff report and today’s public hearing demonstrate compliance with the requirements as prescribed in Texas Local Government Code and the City’s Unified Development Code.

RECOMMENDATION/PROPOSED MOTION:

If the ZBOA recommends in favor of the variances, staff recommends that the following conditions be considered:

1. The development shall follow the layout in the attached Site Plan.
2. The sidewalk shall extend the entire length of the parcel and tie into the sidewalk at Elkhorn Ridge to promote pedestrian connectivity.
3. Provide a 25-foot-wide landscaped strip and screening along all street frontages as per UDC Sec. 7.7 below:
 - a. Street trees: Spacing shall be an average of 30 feet on center. The minimum caliper size for each tree shall be 2 inches and shall be a minimum of 8 feet in height at planting. Each tree shall be planted in a planting area no less than 36 sq. feet. Species shall be native or adapted species selected from the Approved Plant List, found in Appendix B of the UDC.
 - b. Shrubs: 3-foot landscaped vegetative screen composed of shrubs planted to be opaque at maturity (see Figure 7-16).
4. Preserve existing trees within 25’ from the front property line.
5. All other UDC requirements shall be met.

The recommended language for the motion is an affirmative position and the ZBOA may vote in favor or opposition. Each Variance should be considered separately. The ZBOA may approve any of the motions with conditions as they deem necessary. If the ZBOA needs additional information to make a decision, then the ZBOA may table action on the item.

Variance 1 - Motion: I move to approve the following Variance (with the following conditions):

Variance from the requirements of UDC Section 6.8 (1) b (i) to vary the Build-to Zone (maximum building setback requirement) along Primary Frontage (Dietz Elkhorn Road) from 20’ to 140’.

Conditions of approval – to be added as appropriate

Variance 2 - Motion: I move to approve the following Variance (with the following conditions):

Variance from the requirements of UDC Section 6.8 (1) (d) (i) to allow surface parking in the area located between the building and the Dietz Elkhorn Road.

Conditions of approval – to be added as appropriate