

**ORDINANCE NO. 21-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS AUTHORIZING THE CITY TO CONSENT TO THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT FROM VT BANDERA OAKS, LTD., A TEXAS LIMITED PARTNERSHIP TO GEHAN HOMES, LTD., A TEXAS LIMITED PARTNERSHIP, AND AUTHORIZING THE MAYOR AND OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATED; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; INCORPORATING RECITALS; AND SETTING AN EFFECTIVE DATE.**

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

**WHEREAS**, VT Bandera Oaks, Ltd., a Texas limited partnership, (“Assignor”) is a party to the Development Agreement (Agreement) by and between the City approved by the City Council through Ordinance 20-08 adopted on August 13, 2020; and

**WHEREAS**, Article VII of the Agreement required Assignor to obtain City Council approval if it wished to assign the Agreement; and

**WHEREAS**, Assignor is the present owner of all rights and obligations under the Development Agreement for the property to be assigned, Assignor agrees to assign Gehan Homes, Ltd., a Texas limited partnership (hereinafter referred to as “Assignee”) all of its rights, title, and interest under the Agreement regarding the property constituting 8.814 acres of real property described as Bandera Oaks Subdivision, Lots 9 through 10, 902, 903 and 999, Block 2, generally located behind 12510 Bandera Road, Helotes, Texas (“Property”) described in **Exhibit A**; and

**WHEREAS**, Assignee is willing to accept the entire right, title and interest of Property from Assignor as of the date of the Assignment, and hereby assumes the covenants, agreements and obligations of Assignor under the terms of the Agreement which are applicable and required to be performed, from and after the date of the Assignment; and

**WHEREAS**, under Section 7.1 of the Agreement, the City shall acknowledge and consent of the Assignment if Assignee is willing to accept, without limitation all duties and obligations of Assignor for the Property under the Agreement and Assignor is not in default under the terms of the current Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HELOTES CITY COUNCIL THAT:**

**SECTION 1. Findings.** The Helotes City Council finds that Assignor is not in default under the terms of the Agreement and acknowledges that Assignee is willing to accept, without limitation all duties and obligations of Assignor under the Agreement, pursuant to the terms of the Assignment, for the Property described in **Exhibit A**.

**SECTION 2. Authorizations.** The Helotes City Council hereby consents to the Assignment and authorizes the Mayor and or City Administrator to execute all of the documents related to the assignment of the Development Agreement from VT Bandera Oaks, Ltd., a Texas limited partnership to Gehan Homes, Ltd., a Texas limited partnership.

**SECTION 3. Recitals.** The legislative findings referenced above are hereby adopted.

**SECTION 4. Severability.** Should any article, section, part, paragraph, sentence, phrase, clause, or word of this Ordinance, or any exhibit thereof, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provisions herein continue to be held unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

**SECTION 5. Repealer.** All Code provisions, ordinances, and other provisions in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 6. Effective Date.** This Ordinance shall become effective upon passage by the City Council of the City of Helotes, Texas.


**PASSED AND APPROVED** this 13<sup>th</sup> day of May, 2021.

**CITY OF HELOTES, TEXAS:**



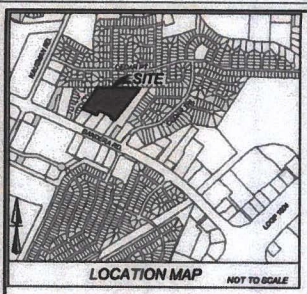
Rich Whitehead, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Celina Perez, City Secretary



DOC. NUMBER: 20200205496



- LEGEND**
- S.J.R. - 1/2" B.S. SHOW AND WITH BLUE CAP STAMPED "SJV SURVEYING" SET AT ALL CORNERS AND SETS NOTED OTHERWISE
  - P.J.R. - FOUND 1/2" B.S. SHOWED OR AS NOTED
  - R.O.M. - RIGHT - OF - WAY
  - O.P.R. - OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
  - D.P.R. - DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
  - VOL. - VOLUME
  - PG. - PAGE
  - C. - CENTERLINE
  - AC. - AREA
  - MINIMUM FINISHED FLOOR ELEVATION

FFE: 777'

**BUILDING SETBACKS:**

ALL LOTS HAVE A 30' FRONT SETBACK, 5' SIDE SETBACK AND 35' REAR SETBACK WITH THE FOLLOWING EXCEPTIONS:

LOT 1, 2 & 3 HAVE A 10' FRONT SETBACK AND 10' REAR SETBACK

LOT 4 & 5 HAVE A 10' REAR SETBACK

- SURVEY NOTES:**
1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "SJV SURVEYING" SET AT ALL CORNERS AND SETS NOTED OTHERWISE
  2. SETBACKS ARE BASED ON THE STATE PLUMB COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE AND NORTH AMERICAN DATUM (PLAT) OF 1983
  3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1:6267.
  4. THE ELEVATIONS FOR THIS SURVEY ARE BASED ON JANES HEIGHTS.

STATE OF TEXAS  
COUNTY OF BEXAR

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

*[Signature]*  
LICENSED PROFESSIONAL ENGINEER

SWORN AND SUBSCRIBED BEFORE ME THIS  
THE 19 DAY OF August 2020

*[Signature]*  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR

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

*[Signature]*  
CITY ENGINEER

STATE OF TEXAS  
COUNTY OF BEXAR

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

19 AUG 2020

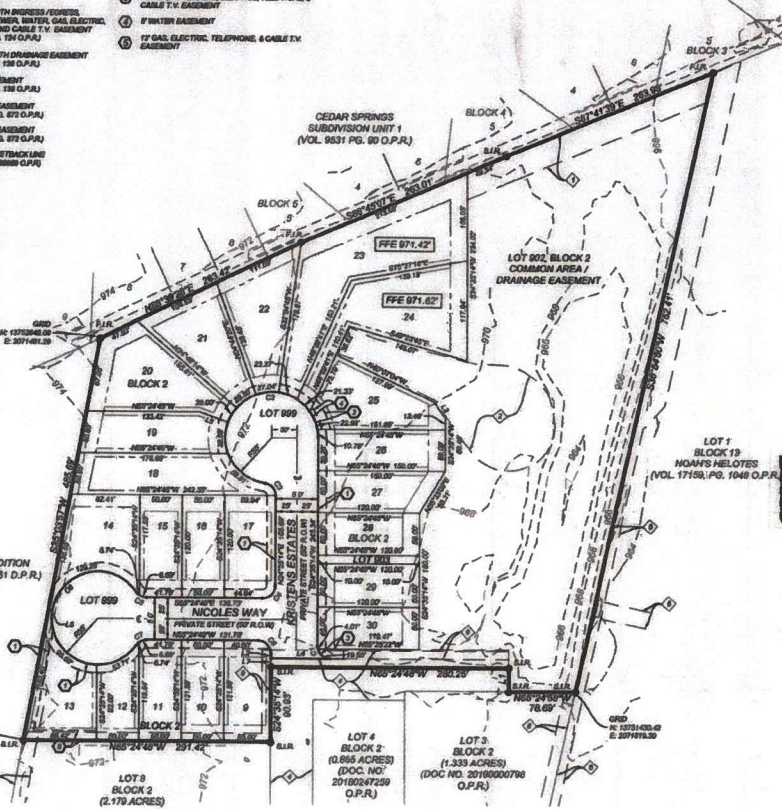
TIM C. PARRIS  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6643  
PWP SURVEYING LLC  
3421 PASAENOS PRVY, SUITE 101  
SAN ANTONIO, TEXAS 78231  
PHONE: 210-878-8444  
FAX: 210-878-8441

SWORN AND SUBSCRIBED BEFORE ME THIS  
THE 19 DAY OF August 2020

*[Signature]*  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

**KEYNOTES**

- 1. 1/2" B.S. SHOW AND WITH BLUE CAP STAMPED "SJV SURVEYING" SET AT ALL CORNERS AND SETS NOTED OTHERWISE
- 2. 1/2" B.S. SHOWED OR AS NOTED
- 3. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 8762 PG. 24 O.P.R.)
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- 100. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 8762 PG. 24 O.P.R.)



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	12.89	15.00	15.00	90°00'00"	21.51	S27°24'42"W
C2	591.39	55.00	53.51	301°47'13"	63.19	N72°11'30"E
C3	21.41	15.00	12.89	61°47'13"	15.63	N10°02'23"W
C4	12.89	15.00	15.00	90°00'00"	21.51	N69°35'14"E
C5	14.44	15.00	7.87	67°00'00"	13.69	S37°52'16"E
C6	378.07	55.00	36.30	300°49'01"	62.88	N24°28'14"E
C7	14.44	15.00	7.87	67°00'00"	13.69	S37°52'16"W
C8	12.89	15.00	15.00	90°00'00"	21.51	N27°24'42"W

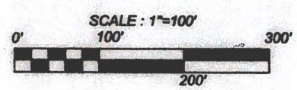
LINE TABLE		
LINE	LENGTH	BEARING
L1	26.61	N27°31'30"E
L2	5.00	N20°39'44"E
L3	24.27	N10°02'23"W
L4	69.00	N69°35'14"W
L5	35.60	S47°02'02"E
L6	4.00	S40°00'00"W
L7	10.00	S24°28'14"W

RESIDENTIAL LOTS = 22

Exhibit A

**BANDERA OAKS SUBDIVISION**

BEING A 8.876 ACRE TRACT OF LAND ESTABLISHING LOTS 9 THRU 30, 302, 303, AND 304, BLOCK 2, PREVIOUSLY PLATTED AS LOTS 7 AND 301, BLOCK 2 OUT OF THE BANDERA OAKS PLAT, RECORDED IN VOL. 20001, PG. 1284, OUT OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.



OWNER/DEVELOPER  
VERBATUM DEVELOPMENT  
3 WOOD  
SAN ANTONIO, TEXAS 78248



STATE OF TEXAS  
COUNTY OF BEXAR

THE GRANTOR OF THE LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND BY PERSON OR THROUGH A DULY AUTHORIZED AGENT, DESIGNATED TO THE CITY OF HELOTES, TEXAS, FOR THE USE OF THE PUBLIC FOR THE PURPOSES OF ALL OTHER THAN PRIVATE STREETS, ALLEYS, PARKS, RECREATIONAL, DRAINAGE EASEMENTS, AND TRAIL RIGHTS AND SUBJECT LINES IN ALL OF THE APFORESAID PUBLIC PLACES AND ALL THE OTHER PUBLIC PLACES THERE OR HEREON FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED.

JOHN ADKINS  
Notary Public, State of Texas  
Comm. Expires 06-19-2021  
Notary ID: 126093809

STATE OF TEXAS  
COUNTY OF BEXAR

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE  
THIS 19 DAY OF August, A.D. 2020

*[Signature]*  
NOTARY PUBLIC BEXAR COUNTY TEXAS

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

DATED THIS 19 DAY OF August, A.D. 2020

*[Signature]*  
CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION

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

DATED THIS 19 DAY OF August, A.D. 2020

*[Signature]*  
CITY SECRETARY

STATE OF TEXAS, COUNTY OF BEXAR  
I, LUCY ADAMS-CLARK, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AND DUPLY RECORDED IN THE PLAT RECORDS OF BEXAR COUNTY ON: 8/20/2020 10:58:40 AM  
AMOUNT: \$32.00  
IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE,  
COUNTY CLERK, BEXAR COUNTY, TEXAS



BY: *[Signature]* DEPUTY

DRAWN BY: SJ

Date: Aug 19, 2020, 8:38am User ID: djohnd  
File: L:\2020\707\Design\CA\PLAT\PLAT202011.dwg

**CONTRACT ASSIGNMENT CONSENT AGREEMENT**  
**City of Helotes, Texas – Development Agreement**

This Contract Assignment Consent Agreement (the “Assignment”), by and among **the City of Helotes Texas**, (“City”), a Texas municipality and **VT Bandera Oaks, Ltd., a Texas limited partnership**, serves as written consent by City for VT Bandera Oaks to assign the current Development Agreement, attached hereto as Exhibit 1, (the “Agreement”), from **VT Bandera Oaks, Ltd.**, (the “Assignor”), to **Gehan Homes, Ltd., a Texas limited partnership** (the “Assignee”).

**WITNESSETH:**

**WHEREAS**, the Assignor and **City of Helotes**, are parties to that certain Development Agreement dated as of August 13, 2020, and as may be amended in the future, the “Agreement”); and

**WHEREAS**, pursuant to Article VII of the Agreement, Assignor, per this Assignment, wishes to assign to the Assignee all of Assignor’s rights, powers, liabilities, obligations, duties, and responsibilities and benefits under the Agreement, including, without limitation, Assignor’s right to develop twenty-two (22) homes to be located on 8.814 acres of real property described as Bandera Oaks Subdivision, Lots 9 through 10, 902, 903 and 999, Block 2, generally located behind 12510 Bandera Road, Helotes, Texas (“Property”); (as defined in the Agreement); and

**WHEREAS**, all terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Agreement; and

**WHEREAS**, Assignor completed site improvements on the Property and therefore the City released the Assignors Performance Bond on April 30, 2021, and Assignee, after the effective date of the Assignment, shall be obligated for the discharge and performance of any and all duties and obligations to be performed and/or discharged by Assignee thereunder from and after the effective date;

**WHEREAS**, the City agrees to the Assignment of the Agreement from VT Bandera Oaks, Ltd., to Gehan Homes, Ltd.;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the Assignor agrees as follows:

**SECTION 1.           Exercise of Rights.** Subject to the terms of this Assignment, insofar as the Assignor may have any right, benefit, privilege or claim against the other parties under the Agreement (including rights, benefits and remedies with respect to indemnification), the Assignor will use prudent business judgment concerning the enforcement of such rights and benefits and, if in the exercise of such judgment, the Assignor determines to enforce such rights, benefits or remedies, the Assignor will enforce the same diligently and in good faith.

**SECTION 2.           Authorization of the Assignee.** The Assignor hereby irrevocably authorizes and empowers the Assignee or its agent, to assert, either directly or on behalf of the Assignor, any right, privilege or claim the Assignor may from time to time have under the Agreement, as the Assignee may deem proper.



**SECTION 3. Continued Effectiveness.** This Assignment shall continue in effect until all terms and conditions of the Agreement have been fully completed by Assignee and accepted by City.

**SECTION 4. Applicable Law; Successors and Assigns.** **THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS AND SHALL BE BINDING UPON THE PARTIES THERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS**

**SECTION 5. Obligations.** The Assignee expressly acknowledges and agrees that it shall now be liable under the Agreement to observe and perform all of the conditions and obligations therein contained to be observed and performed by it, and that neither this Assignment, nor any action taken pursuant hereto, shall cause the Assignor to be under any obligation or liability in any respect whatsoever to any party to the Agreement for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained unless expressly assumed by the Assignor.

**SECTION 6. Representations and Warranties.** As a material inducement, the Assignor makes the following representations and warranties:

(a) Authorization. The execution, delivery and performance by the Assignor of this Assignment have been duly authorized by all necessary action on the part of the Assignor and do not require any approval or consent of any other person, except for the consent of the City and approvals or consents which have been duly obtained and are in full force and effect; and

(b) Subject Agreement. (i) The Agreement is in full force and effect in accordance with its terms, (ii) as of the date hereof, to the knowledge of the Assignor, there are no defaults thereunder and (iii) the Assignor has not otherwise assigned, mortgaged, pledged, transferred or hypothecated the Assignor's right, title and interest in and to the Agreement.

**SECTION 7. General.**

(a) Notices. All notices and other communications provided to any party hereto under this Agreement shall be in writing, shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier, and addressed to such party as follows:

If to the Assignor: VT Bandera Oaks, Ltd.  
3 Woltwood  
San Antonio, Texas 78255  
Attention: Paul Basaldua

If to the Assignee: Gehan Homes, Ltd.  
Barton Creek Plaza III  
3815 S. Capital of Texas Highway, Suite 275  
Austin, Texas 78704  
Attn: Kent Mitchell  
Attn: Chris Lynch

and

Gehan Homes, Ltd.  
Two Addison Circle  
15725 North Dallas Parkway, Suite 300  
Addison, Texas 75001  
Attn: John Winniford

If to City: City of Helotes  
12951 Bandera Rd.  
Helotes, Texas 78023  
Attn: City Administrator

The above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient).

(b) Entire Agreement. This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto.

(c) Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.

(d) Headings Descriptive. The headings of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(e) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

(f) Amendment, Waiver. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the parties hereto.

(g) Survival. All agreements, statements, representations and warranties made by the Assignor herein shall be considered to have been relied upon by the Assignee and shall survive the execution and delivery of this Agreement.

(h) No Waiver; Remedies Cumulative. No failure or delay on the part of the Assignee in exercising any right, power or privilege hereunder and no course of dealing between the Assignor and the Assignee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other exercise, or the further exercise, of any other right, power or privilege hereunder. The rights and remedies herein

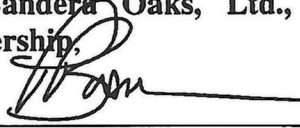


expressly provided are cumulative and not exclusive of any rights or remedies which the Assignee or the Assignor would otherwise have.

IN WITNESS WHEREOF, this instrument has been duly executed and delivered as of the date first written above.

**ASSIGNOR OF ORIGINAL AGREEMENT**


**VT Bandera Oaks, Ltd., a Texas limited partnership,**

By: 

Name: Paul Basaldua, President

**ASSIGNEE ACCEPTANCE OF ASSIGNMENT OF ORIGINAL AGREEMENT**

**Gehan Homes, Ltd., a Texas limited partnership**

By: 

Name: JOHN WINNIFORD

Title: PRESIDENT & CEO

**CONSENT TO ASSIGNMENT**

The City of Helotes, Texas, a municipal corporation located in Bexar County, Texas, hereby acknowledges the terms of the foregoing Assignment of the Development Agreement and consents thereto.

IN WITNESS WHEREOF, the undersigned has executed this Consent to Assignment as of the date of such Assignment.

**City of Helotes, Texas:**

By: 

Rich Whitehead, Mayor

**ATTEST:**

  
Celina Perez, City Secretary



**ORDINANCE NO. 20-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS (THE "CITY") AMENDING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND VT BANDERA OAKS, LTD. (THE "DEVELOPER") FOR THE PURPOSE OF SETTING FORTH THE TERMS AND OBLIGATIONS BETWEEN THE CITY AND THE DEVELOPER WITH RESPECT TO THE DEVELOPMENT OF APPROXIMATELY 8.814 ACRES OF REAL PROPERTY (THE "DEVELOPMENT"); SETTING OUT THE REGULATIONS REQUIRED BY THE CITY FOR THE DEVELOPMENT TO ENSURE THE ORDERLY GROWTH AND PROTECTION OF PUBLIC HEALTH, SAFETY, AND WELFARE; AUTHORIZING THE MAYOR TO EXECUTE SAID DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY COUNCIL; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS ORDINANCE; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; AND ADOPTING AN EFFECTIVE DATE.**

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

Whereas, VT Bandera Oaks, LTD., (the "Developer"), is the owner of property constituting 8.814 acres of real property described as Bandera Oaks Subdivision, Lots 9 through 30, 902, 903 and 999, Block 2, generally located behind 12510 Bandera Road, Helotes, Texas 78023; and

Whereas, the Developer has agreed, as a part of the Development Agreement (the "Agreement"), to undertake future municipal projects that preserve and expand the public's health, safety, and welfare in return for certain considerations affecting the Development; and

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

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

**Section One. Approval.** The Development Agreement, attached hereto as Exhibit A, between the City and the Developer (collectively referred to as the "Parties") setting forth the Agreement terms and obligations of the Parties with regard to the development of approximately 8.814 acres of real property within the City of Helotes, Bexar County, Texas is hereby approved.



**Section Two. Authorization.** The Mayor is authorized to execute the Agreement on behalf of the City Council of the City of Helotes, Texas.

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

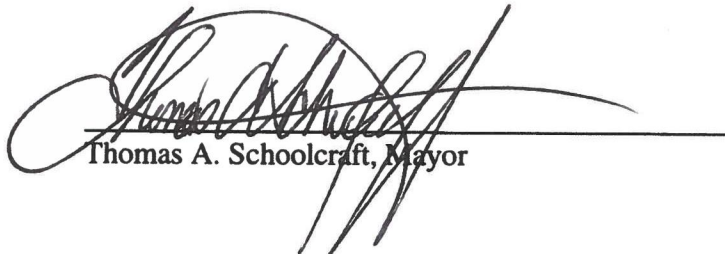
**Section Four. Recitals.** The legislative findings referenced above are hereby adopted.

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

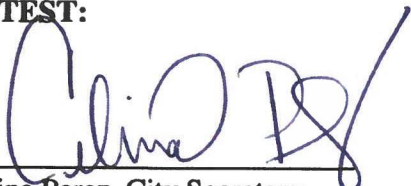
**Section Six. Repealer.** Ordinance No. 20-05 and any other provisions in conflict with this Ordinance are hereby repealed.

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

**PASSED and APPROVED** this 13<sup>th</sup> day of August, 2020.

  
\_\_\_\_\_  
Thomas A. Schoolcraft, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Celina Perez, City Secretary



**STATE OF TEXAS** §

§ **KNOW ALL BY THESE PRESENTS:**

**COUNTY OF BEXAR** §

**DEVELOPMENT AGREEMENT**

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

**ARTICLE I  
DESCRIPTION OF PROJECT**

1.1 The Developer intends to develop a single-family residential subdivision. Total planned development will equal twenty-two (22) homes. The project is described as Bandera Oaks Subdivision, Lots 9 through 30, 902, 903 and 999, Block. The property is more fully depicted in the documents attached hereto as Appendix “A”.

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

2.1 The City hereby agrees, in the manner prescribed by law, to the terms and conditions, as set forth below, for the purpose of promoting the orderly development of real property currently located in the City of Helotes, and to protect the public health, safety, and welfare of the citizens of the City of Helotes. The City agrees, on the effective date of execution, duly approved by the City Council, to provide the following:

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

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

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



Exhibit A

2.1.4 Developer will maintain a minimum 20-foot front setback (10-foot front setback on cul-de-sac lots # 12, 13, and 14), 5-foot side setback, and 20-foot rear setback (15-foot rear setback on cul-de-sac lots #12, 13, 14, 21 and 22).

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

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

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

2.1.8 A masonry wall or wood fence eight (8) feet in height shall be constructed at the rear property lines of lots 9 through 13 and along the street side property line of lot 9 and lot 30 to separate those lots from the commercial area per Code.

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

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

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

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

Exhibit A

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

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

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

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

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

3.8 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees to not knowingly employ any undocumented workers, and, if convicted of a violation under 8 U.S.C. Section 1324a (1), the Developer shall be in Default and pay the liquidated damages set forth in Section 2.3 hereof. The Developer is not liable for an unknown violation of this Section by a Tenant or by a person with whom the Developer contracts; provided, however, the identical federal law requirements provided for herein shall be included as part of any agreement or contract, which Developer enters into with any Tenant, subsidiary, assignee, affiliate, or franchisee for which grants provided herein will be used.

#### **ARTICLE IV OBLIGATIONS OF THE CITY**

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

Exhibit A

4.2 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application thereof to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid or unconstitutional provision or application.

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

**ARTICLE V  
TERMINATION**

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

**ARTICLE VI  
GENERAL PROVISIONS**

6.1 Severability: In the event that one or more provisions of this Agreement are found to be unenforceable or illegal, either party shall have the right to terminate this Agreement. If this Agreement is rescinded prior to plat submittal, the parties shall be placed in the position they were in immediately prior to the date of this Agreement.

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

6.3 Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

6.4 No Partnership: Neither this Agreement, nor any part thereof, shall be construed as creating a partnership, joint venture, or other business affiliation among the Parties or otherwise.

6.5 Entire Agreement: This Agreement and the appendices hereto supersede any and all other prior or contemporaneous agreements, oral or written, among the Parties hereto with respect to the Project.

6.6 Notices: All notices given with respect to this Agreement shall be in writing and deemed delivered upon receipt if hand delivered or sent by confirmed facsimile transmission, and, if

Exhibit A

mailed, deemed received on the third business day after deposit with the United States Postal Service, postage prepaid, addressed to the Parties as shown below:

**IF TO CITY:**

City of Helotes, Texas  
City Administrator  
PO Box 507  
Helotes, Texas 78023

**IF TO DEVELOPER:**

VT Bandera Oaks, LTD.  
Paul Basaldua  
3 Woltwood  
San Antonio, Texas

6.7 **Enforcement:** As permitted by law, this Agreement may be enforced by either Party through specific performance. Either Party shall have the right to cure any default within sixty (60) days after notice of said default having been provided by the non-defaulting Party. In the event legal action is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to attorney's fees, court costs, as well as any other damages found by a court of competent jurisdiction to be owned as a result of the breach.

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

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



INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

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

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

6.10 Sovereign Immunity: Nothing contained herein shall ever be construed as a waiver of sovereign immunity or waiver of the defenses of the Parties provided by law which are reserved herein by the Parties as applicable to the fullest extent authorized by law and minimally to the same extent then and there existing prior to the execution hereof.

6.11 Mediation. If a dispute arises out of or relates to this Agreement or a breach thereof, the Parties shall first, in good faith, seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure; provided that either Party may not invoke

Exhibit A

mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, either Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration, collectively known as alternate dispute resolution (“ADR”), shall be assessed equally between the City and Developer, with each party bearing their own costs for attorney’s fees, experts, and other costs of ADR and any ensuing litigation.

6.12 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

6.13 Additional Instruments. The City and Developer warrant that they have the requisite authority to enter into this Agreement and agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included herein.

6.14 Recitals incorporated. The representations, covenants and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby found and agreed to be true and correct, and are incorporated into and made a part hereof as though they were fully set forth in this article.

6.15 The Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in Bexar County, Texas.

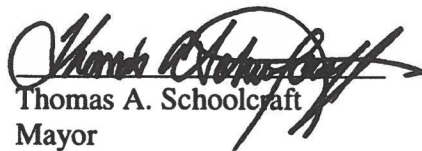
6.16 Effective Date: This Agreement shall be effective on the date first written below, upon approval of the required variances after notice and hearing in the manner prescribed by law, and upon final approval of the City Council of the City of Helotes, Texas.

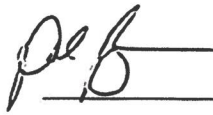
## **ARTICLE VII ASSIGNMENT**

7.1 Developer shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the City Council of the City of Helotes, Texas; provided however that any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement. The City may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

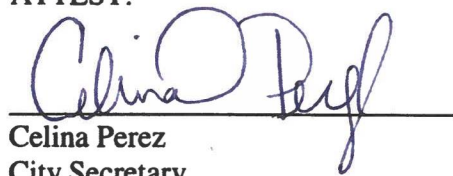
CITY OF HELOTES

VT BANDERA OAKS, LTD.

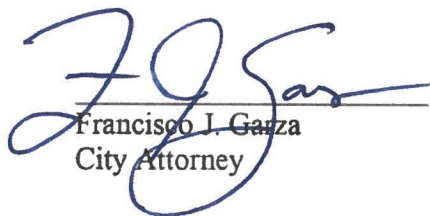
  
Thomas A. Schoolcraft  
Mayor

  
\_\_\_\_\_  
Paul Basaldua  
President

ATTEST:

  
\_\_\_\_\_  
Celina Perez  
City Secretary

APPROVED AS TO FORM

  
\_\_\_\_\_  
Francisco I. Garza  
City Attorney



**APPENDIX "A"**

**DESCRIPTIONS AND SUBDIVISION MAPS**





**LEGEND**

- S.A.L. = SET 1/2" IRON ROD WITH BLUE CAP STAMPED "90% SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE
- F.I.R. = FOUND 1 1/2" IRON ROD OR AS NOTED
- R.O.W. = RIGHT-OF-WAY
- O.P.P. = OFFICIAL PUBLIC RECORDS OF BEAR COUNTY, TEXAS
- D.P.R. = DEED AND PLAT RECORDS OF BEAR COUNTY, TEXAS
- VOL. = VOLUME
- PG. = PAGE
- ☒ = INTERPLUM
- ☒ = JACK
- ☒ = MINIMUM FRESHED FLOOR ELEVATION
- ☒ = FFE: 72'

**SURVEY NOTES**

1. 1/4" DIAMETER REBAR WITH A BLUE PLATIC CAP STAMPED "90% SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE (NAD 83) NORTH AMERICAN DATUM (NAD 83) OF 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1/00017
4. THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD83 (GEOID)

STATE OF TEXAS  
COUNTY OF BEAR

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

LICENSED PROFESSIONAL ENGINEER

SWORN AND SUBSCRIBED BEFORE ME THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF BEAR

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

CITY ENGINEER

STATE OF TEXAS  
COUNTY OF BEAR

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

TIM C. PAPPAS  
REGISTERED PROFESSIONAL LAND SURVEYOR NO 5542  
KFW SURVEYING, L.L.C.  
3471 PASEANOS PKWY, SUITE 101  
SAN ANTONIO, TEXAS 78231  
PHONE: 210-979-8444  
FAX: 210-979-8441

SWORN AND SUBSCRIBED BEFORE ME THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

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

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

**SAFETY HIGH PRESSURE NOTE (REPLY ENCLOSURE):**  
A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION OF 885 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE OWNER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S SIDE OF THE METER, AN APPROVED TYPE PRESSURE REGULATOR IN CONFORMANCE WITH THE PLUMBING CODE OF THE CITY OF SAN ANTONIO.

**BUILDING SETBACK LINE:**  
THE SETBACKS ON THIS PLAT ARE IMPOSED BY THE PROPERTY OWNER, THE CITY OF HELOITES, OR BEAR COUNTY. THEY ARE SUBJECT TO ENFORCEMENT BY THE CITY OF HELOITES.

**NOISE BARRIERS NOTE:**  
NO STRUCTURE, FENCE, WALL, OR OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN THE LIMITS OF THE INGRESS/EGRESS EASEMENT SHOWN ON THIS PLAT.

**OPEN SPACE NOTE:**  
LOT 185, BLOCK 2 IS DESIGNATED AS A COMMON AREA AND A DRAINAGE EASEMENT.

**PRIVATE STREET DEDICATION NOTE:**  
LOT 895, BLOCK 2 IS A PRIVATE STREET AND SHALL BE DEDICATED AS A GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER, SANITARY SEWER, DRAINAGE, AND PEDESTRIAN EASEMENT.

**THE NOTE:**  
THIS SUBDIVISION IS SUBJECT TO A MASTER TREE PLAN (AP # 355300) WHICH REQUIRES COMPLIANCE BY THE OWNER OF ALL PROPERTY WITHIN THE PLAT BOUNDARY, AND THEIR EMPLOYEES AND CONTRACTORS, AND SHALL BE BOUND ON ALL SUCCESSIONS IN TITLE EXCEPT FOR OWNERS OF SINGLE FAMILY RESIDENTIAL LOTS SUBDIVIDED HEREUNDER FOR WHICH CONSTRUCTION OF A RESIDENTIAL STRUCTURE HAS BEEN COMPLETED. THE MASTER TREE PLAN IS ON FILE AT THE CITY OF HELOITES AIRBORNS OFFICE. NO TREES OR UNDERSTORY SHALL BE REMOVED WITHOUT PRIOR APPROVAL OF THE CITY AIRBORNS OFFICE PER IS-41709.

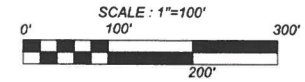
**FLOODPLAIN INFORMATION NOTE:**  
NO PORTION OF THE TRACT IS IN A FLOODPLAIN CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THE PLAT AS VERIFIED BY FEMA MAP PANEL #HRO90088 D, DATED SEPTEMBER 20, 2010. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR ADJUSTMENTS.

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

**DRAINAGE EASEMENT ENFORCEMENT NOTE:**  
NO STRUCTURE, FENCE, WALL, OR OTHER OBSTRUCTIONS THAT WOULD DRAMAINE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENT SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENT AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF TCD OR DIRECTOR OF PUBLIC WORKS. THE CITY OF HELOITES AND BEAR COUNTY SHALL HAVE THE RIGHT TO INGRESS AND EGRESS OVER THE GRANTEE'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

**C.P.S.E.W.G.H.D.U.TILITY NOTES:**

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



OWNER/DEVELOPER  
VERSATERRA DEVELOPMENT  
3 WOL TWOOD  
SAN ANTONIO, TEXAS 78248



STATE OF TEXAS  
COUNTY OF BEAR

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

OWNER: VERSATERRA DEVELOPMENT  
3 WOL TWOOD  
SAN ANTONIO, TEXAS 78248

STATE OF TEXAS  
COUNTY OF BEAR

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

NOTARY PUBLIC BEAR COUNTY TEXAS

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

BY \_\_\_\_\_  
CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION

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

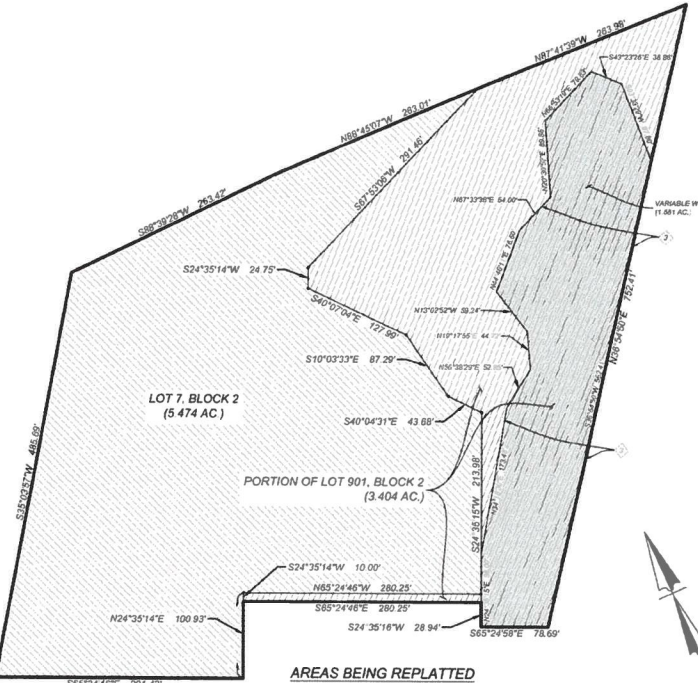
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

BY \_\_\_\_\_  
MAYOR

BY \_\_\_\_\_  
CITY SECRETARY

**KEYNOTES**

1. 20' BUILDING SETBACK LINE (VOL. 9723, PG. 124 O.P.R.)
2. SOLUTION FEATURE BUFFER (VOL. 9723, PG. 124 O.P.R.)
3. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 9723, PG. 124 O.P.R.)
4. VARIABLE WIDTH INGRESS/EGRESS, SEWER, WATER, GAS, ELECTRIC, TELEPHONE & CABLE TV EASEMENT (VOL. 9723, PG. 124 O.P.R.)
5. VARIABLE WIDTH DRAINAGE EASEMENT (VOL. 9561, PG. 135 O.P.R.)
6. 20' DRAIN EASEMENT (VOL. 9561, PG. 136 O.P.R.)
7. 10' ELECTRIC EASEMENT (VOL. 1862, PG. 872 O.P.R.)
8. 12' ELECTRIC EASEMENT (VOL. 1862, PG. 872 O.P.R.)
9. 10' BUILDING SETBACK LINE (VOL. 9723, PG. 124 O.P.R.)
10. 10' GAS, ELECTRIC, TELEPHONE & CABLE TV EASEMENT
11. 12' GAS, ELECTRIC, TELEPHONE & CABLE TV EASEMENT
12. VARIABLE WIDTH DRAINAGE EASEMENT
13. 10' GAS, ELECTRIC, TELEPHONE & CABLE TV EASEMENT
14. 12' GAS, ELECTRIC, TELEPHONE & CABLE TV EASEMENT

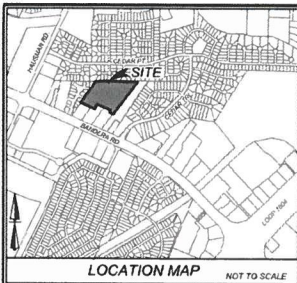


BEING THE ENTIRETY (5.474 ACRES) OF LOT 7, BLOCK 2, AS RECORDED IN VOLUME 20001, PAGE 1285 OF THE DEED AND PLAT RECORDS OF BEAR COUNTY, TEXAS.

BEING A 3.404 ACRE PORTION OF LOT 901, BLOCK 2, AS RECORDED IN VOLUME 20001, PAGE 1285 OF THE DEED AND PLAT RECORDS OF BEAR COUNTY, TEXAS.

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

RESIDENTIAL LOTS = 22 PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT



- LEGEND**
- S.A.R. = SET 1/2" IRON ROD WITH BLUE CAP STAMPED "N.W. SURVEY"
  - F.L.R. = FOUND 1/2" IRON ROD OR AS NOTED
  - R.O.W. = RIGHT-OF-WAY
  - P.P.R. = OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
  - D.P.R. = DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
  - VOL. = VOLUME
  - PG. = PAGE
  - C. = CENTERLINE
  - AC. = ACRE
  - FFE 777 = MINIMUM FINISHED FLOOR ELEVATION

- BUILDING SETBACK NOTE:**
- ALL LOTS HAVE A 30' FRONT SETBACK, 5' SIDE SETBACK, AND 20' REAR SETBACK WITH THE FOLLOWING EXCEPTIONS:
- LOT 12, 13 & 14 HAVE A 10' FRONT SETBACK AND 15' REAR SETBACK.
- LOT 21 & 22 HAVE A 15' REAR SETBACK.
- SURVEYOR NOTES:**
- 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "N.W. SURVEY" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
  - BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE (NAD 83 NORTH AMERICAN DATUM (N.A.D.) OF 1983).
  - THE COORDINATES SHOWN HEREON ARE GRID WITH A CORNER SCALE FACTOR OF 1.00017.
  - THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD83 (GCG0018).

STATE OF TEXAS  
COUNTY OF BEXAR

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

LICENSED PROFESSIONAL ENGINEER

SWORN AND SUBSCRIBED BEFORE ME THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR

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

CITY ENGINEER

STATE OF TEXAS  
COUNTY OF BEXAR

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

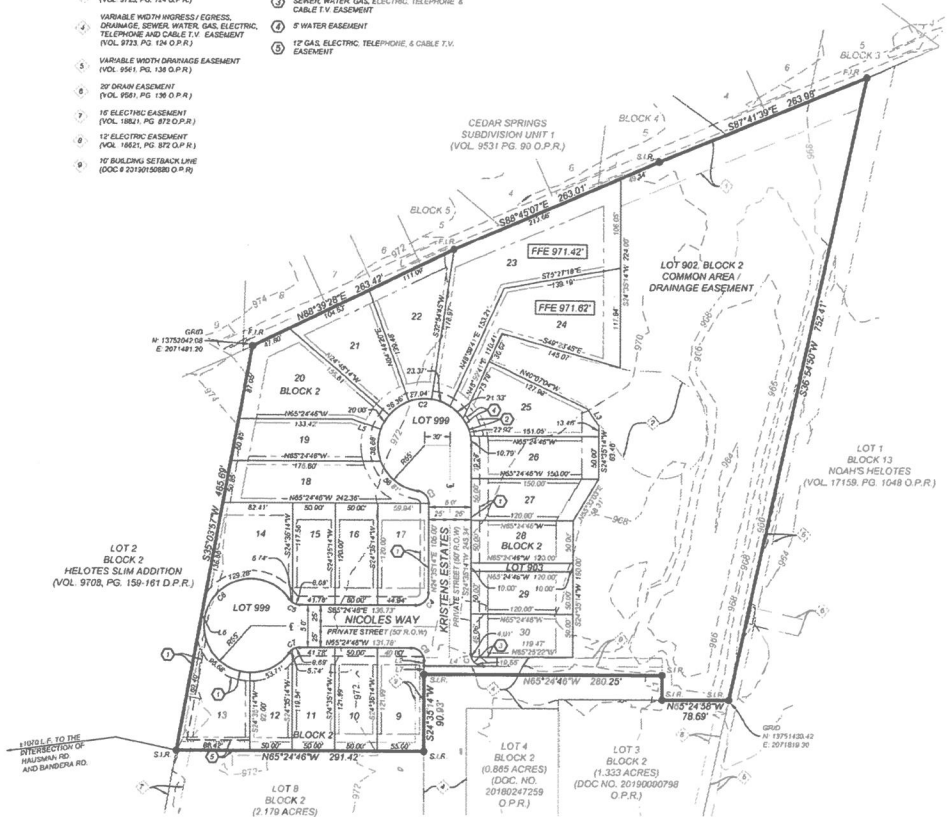
TIM C. PAPPAS  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543  
KFW SURVEYING, L.L.C.  
3421 PRAESAROS PKWY, SUITE 101  
SAN ANTONIO, TEXAS 78231  
PHONE: 210-979-8444  
FAX: 210-979-8441

SWORN AND SUBSCRIBED BEFORE ME THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

- KEYNOTES**
- 10' GAS, ELECTRIC, TELEPHONE & CABLE T.V. EASEMENT
  - 15' GAS, ELECTRIC, TELEPHONE & CABLE T.V. EASEMENT
  - VARIABLE WIDTH DRAINAGE EASEMENT
  - VARIABLE WIDTH DRAINAGE EASEMENT
  - VARIABLE WIDTH DRAINAGE EASEMENT
  - 20' DRAIN EASEMENT
  - 16' ELECTRIC EASEMENT
  - 12' ELECTRIC EASEMENT
  - 10' BUILDING SETBACK LINE
  - 10' GAS, ELECTRIC, TELEPHONE & CABLE T.V. EASEMENT
  - VARIABLE WIDTH DRAINAGE EASEMENT
  - VARIABLE WIDTH DRAINAGE EASEMENT
  - 2" WATER EASEMENT
  - 12' GAS, ELECTRIC, TELEPHONE & CABLE T.V. EASEMENT

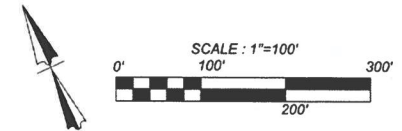


**CURVE TABLE**

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	23.56	15.00	15.00	90°00'00"	21.21	S20°24'46"E
C2	251.30	55.00	63.81	261°47'12"	83.13	N13°41'38"E
C3	21.41	15.00	12.90	81°47'12"	19.04	N16°18'22"W
C4	23.26	15.00	15.00	90°00'00"	21.21	N69°28'14"E
C5	14.44	15.00	7.87	53°09'00"	13.89	S37°30'16"E
C6	278.67	55.00	35.30	290°18'01"	62.89	N26°35'14"E
C7	14.44	15.00	7.87	53°09'00"	13.89	S87°00'47"W
C8	23.95	15.00	15.00	90°00'00"	21.21	N02°24'48"W

**LINE TABLE**

LINE	LENGTH	BEARING
L1	26.84	N24°30'18"E
L2	6.08	N24°35'14"E
L3	24.27	N10°02'23"W
L4	89.84	N65°24'48"W
L5	25.80	S43°38'20"E
L6	4.20	N54°56'23"W
L7	10.00	S24°35'14"W



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

**KFW**  
ENGINEERS + SURVEYING  
3421 Praesaros Hwy, Suite 200, San Antonio, TX 78231  
Phone #: (210) 979-8444 • Fax #: (210) 979-8441  
TSP# Plan #: 9513 • TSP#S Form #: 10/2006

STATE OF TEXAS  
COUNTY OF BEXAR

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

OWNER: VERSATERRA DEVELOPMENT  
3 WOLWOOD  
SAN ANTONIO, TEXAS 78248

STATE OF TEXAS  
COUNTY OF BEXAR

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

NOTARY PUBLIC: BEXAR COUNTY, TEXAS

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

BY \_\_\_\_\_  
CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

BY \_\_\_\_\_  
MAYOR

BY \_\_\_\_\_  
CITY SECRETARY

RESIDENTIAL LOTS = 22





**LEGEND**

⊙ PROTECTED/HERITAGE TREES PRELIMINARILY PRESERVED

