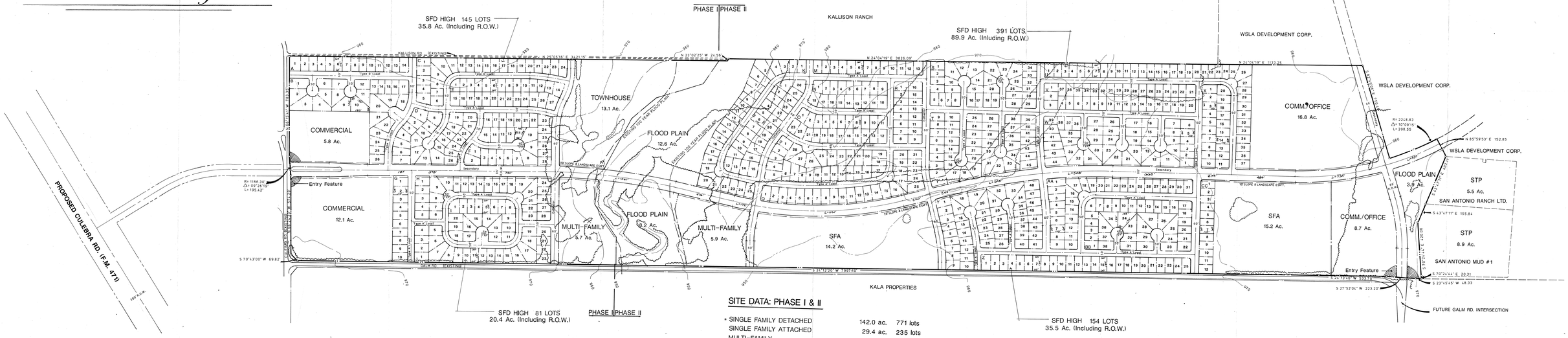
# PRELIMINARY DEVELOPMENT PLAN
# PHASE I&II

*Wild Horse Canyon*

RECEIVED
MAR 20 1987
DEPARTMENT OF PLANNING
Subdivision Section




## SITE DATA: PHASE I & II

| | | | |
|---|---|---|---|
| * SINGLE FAMILY DETACHED | | 142.0 ac. | 771 lots |
| SINGLE FAMILY ATTACHED | | 29.4 ac. | 235 lots |
| MULTI-FAMILY | | 11.6 ac. | 278 units |
| TOWNHOUSE | | 13.1 ac. | 131 units |
| COMMERCIAL | | 17.9 ac. | 272,903 sq. ft. GLA |
| COMMERCIAL/OFFICE | | 25.5 ac. | 333,234 sq. ft. GLA |
| PARK/FLOOD PLAIN | | 24.8 ac. | |
| RIGHT-OF-WAY | 50' | 23,475 l.f. | 26.9 ac. |
| | 60' | 9,370 l.f. | 12.9 ac. |
| | 86' | 9,072 l.f. | 17.9 ac. |
| | | 1,615 l.f. | 3.2 ac. |
| | TOTAL | | 325.2 ac. 1,415 units |

* SFD TOTAL EXCLUDING R.O.W.

OWNER : WSLA Development Corporation
2910 E. Camelback Rd. Suite 180
Phoenix, Arizona 85016 (602) 956-2138
Contact: Crawford Logan

PLANNERS & ENGINEERS : PRC Engineering
1114 Lost Creek Boulevard Suite G-10
Austin, Texas 78746 (512) 327-8272
Contact: Thomas J. Ellis

NOTES:

1. Sidewalks to be installed in accordance with Section 30-31 of the San Antonio Subdivision Code.
2. Water and wastewater service to be provided by San Antonio M.U.D. No. 1.
3. The following are approximate completion dates for each phases

| | | | |
|---|---|---|---|
| Phase I | 1990 | Phase IV | 2005 |
| Phase II | 1995 | Phase V | 2010 |
| Phase III | 2000 | Phase VI | 2015 |

PRC Engineering
1114 Lost Creek Boulevard
Suite G-10
Austin, Texas 78746
(512) 327-8272
PLANNING - ENGINEERING - ARCHITECTURE - LANDSCAPE ARCHITECTURE

0 100' 200' 400' 800'

PRC Project No. 3800-004-15 March 12, 1987

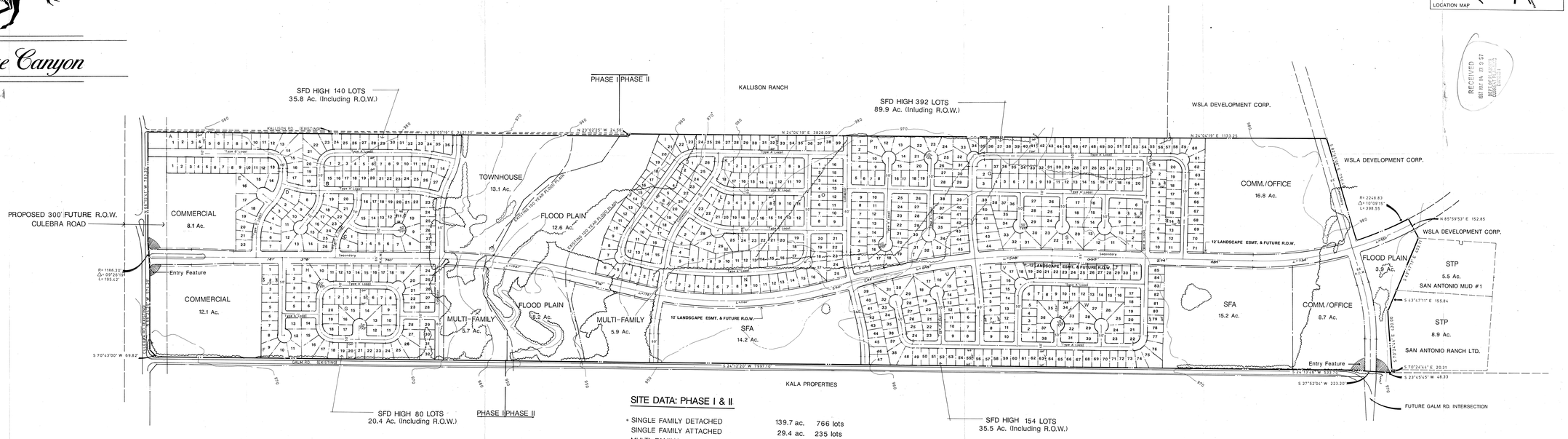
# PRELIMINARY DEVELOPMENT PLAN
# PHASE I&II

Wild Horse Canyon

Unit 142 274

Revision 5/14/87

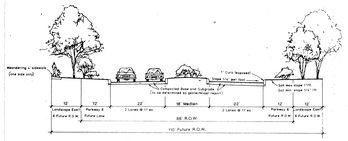
RECEIVED
OCT 1987 14 31 9 57
DEPT OF PLANNING
CURRENT PLANNING
DIVISION




## SITE DATA: PHASE I & II

| | | | | |
|---|---|---|---|---|
| * SINGLE FAMILY DETACHED | | | 139.7 ac. | 766 lots |
| SINGLE FAMILY ATTACHED | | | 29.4 ac. | 235 lots |
| MULTI-FAMILY | | | 11.6 ac. | 278 units |
| TOWNHOUSE | | | 13.1 ac. | 131 units |
| COMMERCIAL | | | 20.2 ac. | 307,969 sq. ft. GLA |
| COMMERCIAL/OFFICE | | | 25.5 ac. | 333,234 sq. ft. GLA |
| PARK/FLOOD PLAIN | | | 24.8 ac. | |
| RIGHT-OF-WAY | 50' | 23,475 l.f. | 26.9 ac. | |
| | 60' | 9,370 l.f. | 12.9 ac. | |
| | 86' | 9,072 l.f. | 17.9 ac. | |
| | | 1,615 l.f. | 3.2 ac. | |
| | | TOTAL | 325.2 ac. | 1,410 |

* SFD TOTAL EXCLUDING R.O.W.



Proposed Cross Section of Primary Roadway

OWNER : WSLA Development Corporation
2910 E. Camelback Rd. Suite 180
Phoenix, Arizona 85016 (602) 956-2138
Contact: Crawford Logan

PLANNERS & ENGINEERS : PRC Engineering
1114 Lost Creek Boulevard Suite G-10
Austin, Texas 78746 (512) 327-8272
Contact: Thomas J. Ellis

NOTES:

1. Sidewalks to be installed in accordance with Section 30-31 of the San Antonio Subdivision Code.
2. Water and wastewater service to be provided by San Antonio M.U.D. No. 1.
3. The following are approximate completion dates for each phase:

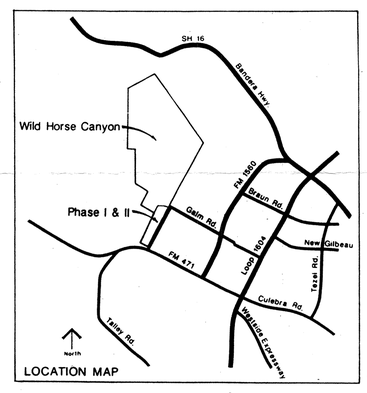
| | | | |
|---|---|---|---|
| Phase I | 1990 | Phase IV | 2005 |
| Phase II | 1995 | Phase V | 2010 |
| Phase III | 2000 | Phase VI | 2015 |

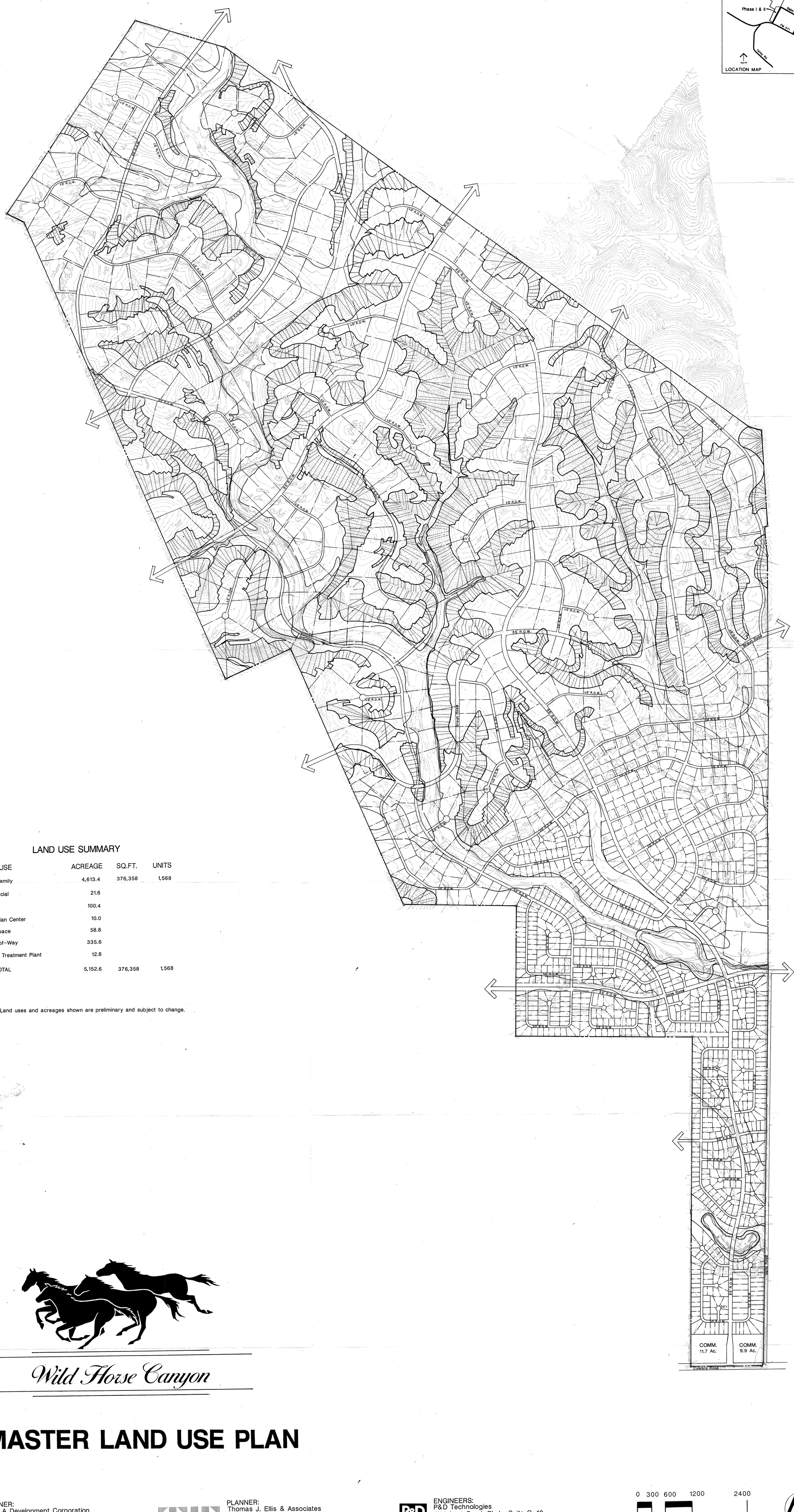
PRC Engineering
1114 Lost Creek Boulevard
Suite G-10
Austin, Texas 78746
(512) 327-8272
PLANNING · ENGINEERING · ARCHITECTURE · LANDSCAPE ARCHITECTURE

0 100' 200' 400' 800'

PRC Project No. 3800-004-15 March 12, 1987

REVISED AS PER CITY OF SAN ANTONIO 4-27-87




## LAND USE SUMMARY

| LAND USE | ACREAGE | SQ.FT. | UNITS |
|---|---|---|---|
| Single Family | 4,613.4 | 376,358 | 1,568 |
| Commercial | 21.6 | | |
| Lakes | 100.4 | | |
| Equestrian Center | 10.0 | | |
| Open Space | 58.8 | | |
| Rights-of-Way | 335.6 | | |
| Sewage Treatment Plant | 12.8 | | |
| TOTAL | 5,152.6 | 376,358 | 1,568 |

NOTE: Land uses and acreages shown are preliminary and subject to change.

*Wild Horse Canyon*

# MASTER LAND USE PLAN

OWNER:
WSLA Development Corporation
2910 E. Camelback Rd. Suite 180
Phoenix, Arizona 85016 (602) 956-2138
Contact: R. Crawford Logan

PLANNER:
Thomas J. Ellis & Associates
6146 North 17th Avenue
Phoenix, Arizona 85015 (602) 246-8092
Contact: Thomas J. Ellis

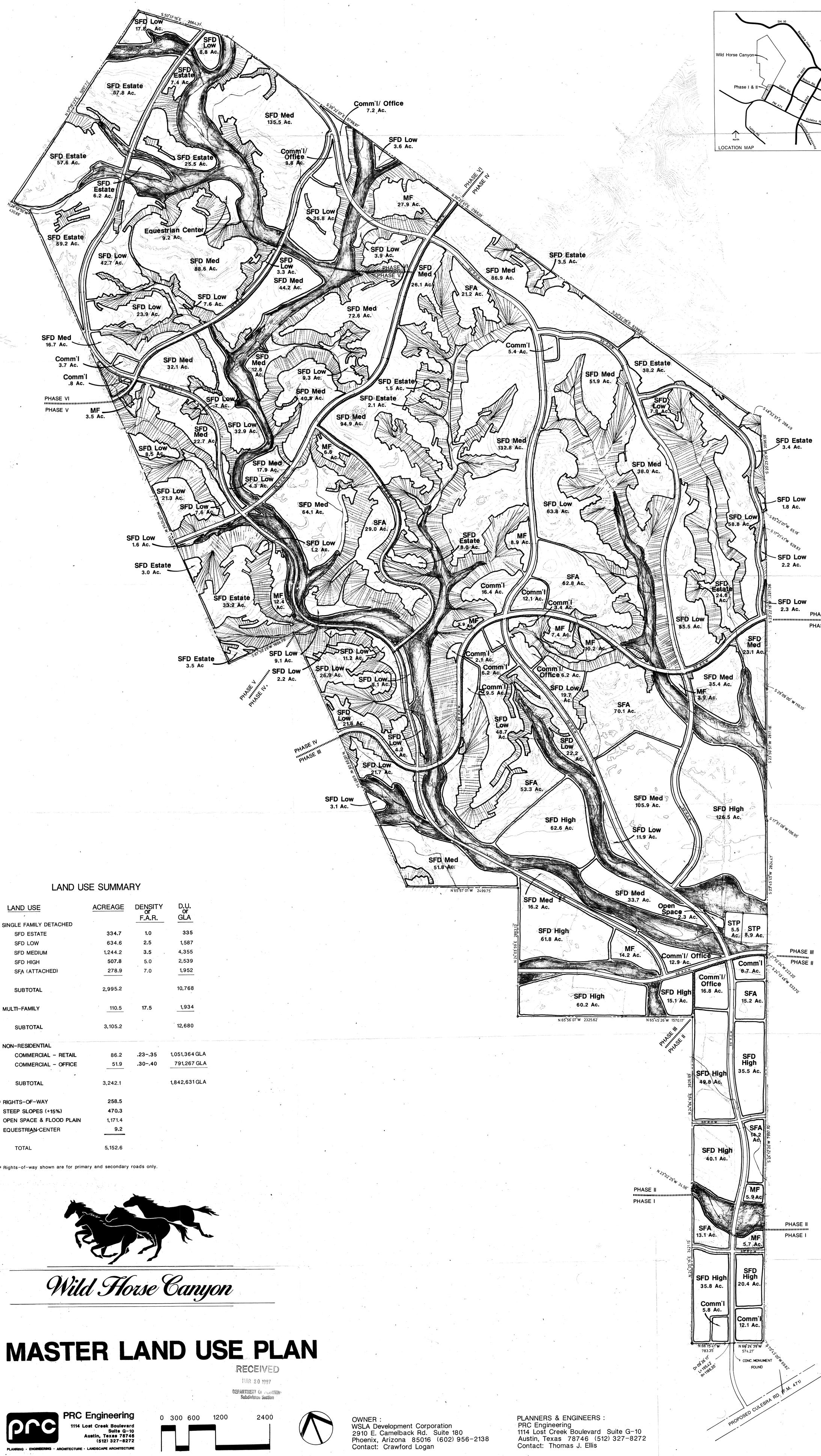
ENGINEERS:
P&D Technologies
1114 Lost Creek Blvd. Suite G-10
Austin, Texas 78746 (512) 327-8272
Contact: Mark McLaren

0 300 600 1200 2400

NORTH

March 31, 1988

274




## LAND USE SUMMARY

| LAND USE | ACREAGE | DENSITY or F.A.R. | D.U. or GLA |
|---|---|---|---|
| SINGLE FAMILY DETACHED | | | |
| SFD ESTATE | 334.7 | 1.0 | 335 |
| SFD LOW | 634.6 | 2.5 | 1,587 |
| SFD MEDIUM | 1,244.2 | 3.5 | 4,355 |
| SFD HIGH | 507.8 | 5.0 | 2,539 |
| SFA (ATTACHED) | 278.9 | 7.0 | 1,952 |
| SUBTOTAL | 2,995.2 | | 10,768 |
| MULTI-FAMILY | 110.5 | 17.5 | 1,934 |
| SUBTOTAL | 3,105.2 | | 12,680 |
| NON-RESIDENTIAL | | | |
| COMMERCIAL - RETAIL | 86.2 | .23-.35 | 1,051,364 GLA |
| COMMERCIAL - OFFICE | 51.9 | .30-.40 | 791,267 GLA |
| SUBTOTAL | 3,242.1 | | 1,842,631 GLA |
| * RIGHTS-OF-WAY | 258.5 | | |
| STEEP SLOPES (+15%) | 470.3 | | |
| OPEN SPACE & FLOOD PLAIN | 1,171.4 | | |
| EQUESTRIAN CENTER | 9.2 | | |
| TOTAL | 5,152.6 | | |

* Rights-of-way shown are for primary and secondary roads only.

*Wild Horse Canyon*

# MASTER LAND USE PLAN

RECEIVED
MAR 20 1997
DEPARTMENT OF PLANNING
Subdivision Section

PRC Engineering
1114 Lost Creek Boulevard
Suite G-10
Austin, Texas 78746
(512) 327-8272
PLANNING · ENGINEERING · ARCHITECTURE · LANDSCAPE ARCHITECTURE

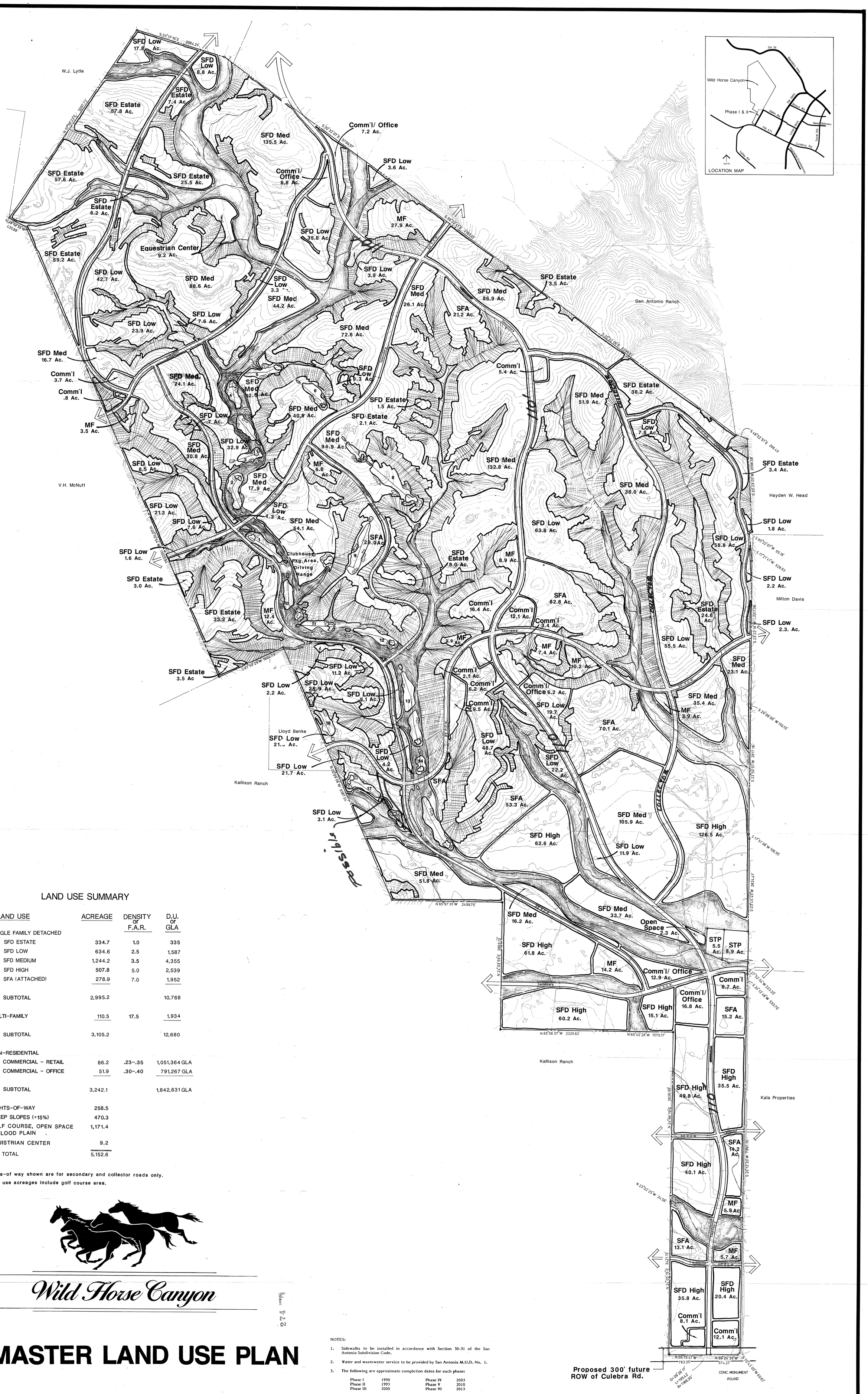
PRC Project No. 3800-004-15 March 9,1987

0 300 600 1200 2400

OWNER :
WSLA Development Corporation
2910 E. Camelback Rd. Suite 180
Phoenix, Arizona 85016 (602) 956-2138
Contact: Crawford Logan

PLANNERS & ENGINEERS :
PRC Engineering
1114 Lost Creek Boulevard Suite G-10
Austin, Texas 78746 (512) 327-8272
Contact: Thomas J. Ellis

274




## LAND USE SUMMARY

| LAND USE | ACREAGE | DENSITY or F.A.R. | D.U. or GLA |
|---|---|---|---|
| SINGLE FAMILY DETACHED | | | |
| SFD ESTATE | 334.7 | 1.0 | 335 |
| SFD LOW | 634.6 | 2.5 | 1,587 |
| SFD MEDIUM | 1,244.2 | 3.5 | 4,355 |
| SFD HIGH | 507.8 | 5.0 | 2,539 |
| SFA (ATTACHED) | 278.9 | 7.0 | 1,952 |
| SUBTOTAL | 2,995.2 | | 10,768 |
| MULTI-FAMILY | 110.5 | 17.5 | 1,934 |
| SUBTOTAL | 3,105.2 | | 12,680 |
| NON-RESIDENTIAL | | | |
| COMMERCIAL - RETAIL | 86.2 | .23-.35 | 1,051,364 GLA |
| COMMERCIAL - OFFICE | 51.9 | .30-.40 | 791,267 GLA |
| SUBTOTAL | 3,242.1 | | 1,842,631 GLA |
| * RIGHTS-OF-WAY | 258.5 | | |
| STEEP SLOPES (+15%) | 470.3 | | |
| GOLF COURSE, OPEN SPACE & FLOOD PLAIN | 1,171.4 | | |
| EQUISTRIAN CENTER | 9.2 | | |
| TOTAL | 5,152.6 | | |

* Rights-of way shown are for secondary and collector roads only.
Land use acreages include golf course area.

*Wild Horse Canyon*

# MASTER LAND USE PLAN

NOTES:

1. Sidewalks to be installed in accordance with Section 30-31 of the San Antonio Subdivision Code.
2. Water and wastewater service to be provided by San Antonio M.U.D. No. 1.
3. The following are approximate completion dates for each phase:

| | | | |
|---|---|---|---|
| Phase I | 1990 | Phase IV | 2005 |
| Phase II | 1995 | Phase V | 2010 |
| Phase III | 2000 | Phase VI | 2015 |

4. The land uses and acreages shown are not to be used for anything other than a preliminary guide.

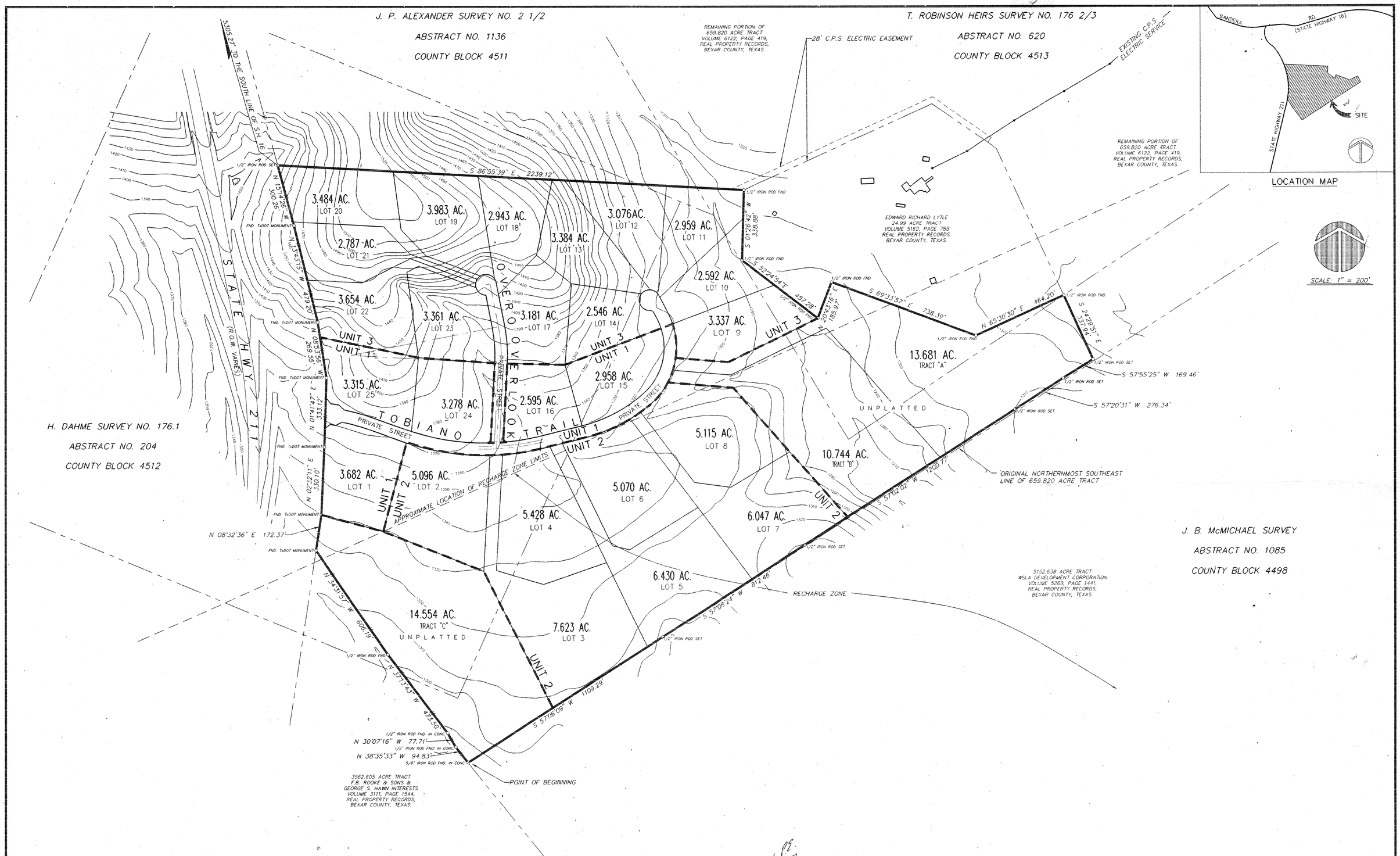

PRC Engineering
1114 Lost Creek Boulevard
Suite G-10
Austin, Texas 78746
(512) 327-8272
PLANNING · ENGINEERING · ARCHITECTURE · LANDSCAPE ARCHITECTURE


PRC Project No. 3800-004-15 March 12, 1987
Rev. May 8, 1987

0 300 600 1200 2400


OWNER :
WSLA Development Corporation
2910 E. Camelback Rd. Suite 180
Phoenix, Arizona 85016 (602) 956-2138
Contact: Crawford Logan

PLANNERS & ENGINEERS :
PRC Engineering
1114 Lost Creek Boulevard Suite G-10
Austin, Texas 78746 (512) 327-8272
Contact: Thomas J. Ellis




D.R. Frazor, P.E. 8-18-97

| REVISION | DATE | DRAWN BY |
|---|---|---|
| LOT NUMBERS & P.O.A.D.P. | 08/07/96 | J. B. B. |
| REV. STREETS & UNIT 3 LOTS | 11/14/96 | J. B. B. |
| ADDED FLAG LOTS ON OVERO OVERLOOK | 10/31/97 | J. B. B. |

STATE OF TEXAS D. R. FRAZOR 16971 REGISTERED PROFESSIONAL ENGINEER

SCALE: 1" = 200'

DESIGNED BY: J. B. B.
DRAWN BY: J. B. B.
CHECKED BY: D. R. F.

SUN BELT ENGINEERS, INC.
CIVIL ENGINEERS & SURVEYORS
SAN ANTONIO, TEXAS

PRELIMINARY OVERALL DEVELOPMENT PLAN
FOR
WILD HORSE OVERLOOK SUBDIVISION
BEXAR COUNTY, TEXAS

SHEET 1 OF 1
DATE: NOV., 1996
PROJECT NO. 95047A
FILE NAME: POADPREV.DWG

274

INFORMATION SHEET FOR
PRELIMINARY OVERALL AREA DEVELOPMENT PLAN
(P.O.A.D.P.)

FILE NO. 274 (To be assigned by the Planning Dept.)

Wild Horse Canyon P.O.A.D.P.
P.O.A.D.P. NAME

CRAWFORD LOGAN
WSLA Development Corp.
NAME OF DEVELOPER/SUBDIVIDER

2910 E. Camelback Rd., Suite 180
Phoenix, Arizona, 85016
ADDRESS

(602) 956-2138
PHONE NO.

Thomas Ellis
P.R.C. Engineering Co.
NAME OF CONSULTANT

1114 Lost Creek Blvd.
Suite 10
Austin, Texas. 78746
ADDRESS

(512) 327-8272
PHONE NO.

GENERAL LOCATION OF SITE _____

EXISTING ZONING (If Applicable) _____

PROPOSED WATER SERVICE

( ) City Water Board
( ) Other District _____ Name
( ) Water Wells

PROPOSED LAND USE

( ) Single Family
( ) Duplex
( ) Multi-Family
( ) Business
( ) Industrial

PROPOSED SEWER SERVICE

( ) City of San Antonio
( ) Other System _____ Name
( ) Septic Tank(s)

DATE FILED _____

REVISIONS FILED: _____ (if applicable)

DUE DATE OF RESPONSE _____ (Within 20 working days of receipt)

DATE OF RESPONSE _____ (Within 15 working days of receipt)

_____ (Date of expiration of plan, if no plats are received within 18 months of the plan filing)

REVIEWED BY STAFF ON _____

COMMENTS: _____

NEEDED INFORMATION:

INFORMATION REQUESTED: The POADP as an overview of the developer's projected land use shall include, at least the following information:

_____ (a) Perimeter property lines;
_____ (b) Name of the plan and the subdivisions;
_____ (c) Scale of map;
_____ (d) Proposed land uses by location, type, and acreage;
_____ (e) Existing and proposed circulation system of collector, arterial, and local type "B" streets (clearly identified) and their relationship to any adjacent major thoroughfares; and any proposed alternative pedestrian circulation system;
_____ (f) Contour lines at intervals no greater than ten feet;
_____ (g) Ownership from title and/or city or county records and, if known, proposed development for adjacent land;
_____ (h) Existing adjacent or perimeter streets (including right-of-way widths), intersections and developments;
_____ (i) One hundred (100) year flood plain limits as identified from the most current Flood Insurance Rate Maps published by the Federal Emergency Management Agency for the City of San Antonio and/or Bexar County;
_____ (j) Location map indicating the location and distance of the POADP in relation to adjacent streets and at least two (2) major thoroughfares;
_____ (k) Name and address of developer.

DISTRIBUTION: TRAFFIC _____ TRANSPORTATION STUDY OFFICE _____

COMMENTS: _____

Roy

# CITY OF SAN ANTONIO

P. O. BOX 9066
SAN ANTONIO, TEXAS 78285

May 20, 1987

Mr. Mark McLaren
P.R.C. Engineering Co..
1114 Lost Creek Blvd., Suite 10
Austin, Texas 78746

RE: Wild Horse Canyon POADP
File #274

Dear Mr. McLaren:

The Development Review Committee met and reviewed the revised Preliminary Overall Area Development Plan (POADP) for Wild Horse Canyon dated May 8, 1987.

The plan as submitted is unacceptable as it does not comply with the Major Thoroughfare Plan. The north-south thoroughfare, extending from Culebra to Bandera Highway (S.H.16), is required to be a primary arterial with a minimum right-of-way width of 110 feet. Dedication of the full 110 feet is required. If you wish to landscape the thoroughfare median or parkways, plans for such work must be approved by the Director of Public Works and the Director of Parks and Recreation in accordance with Exhibit A to our Subdivision Regulations.

The Street Engineer will support your request to construct the thoroughfare to secondary arterial standards subject to the condition that the median width be reduced from 18 to 14 feet. Please be advised that final approval for your request must be granted by the Planning Commission as a variance at the time of plat consideration.

The revised plan shows one offset in the western collector street. However, the southern segment of that street is still in excess of three miles in length. The Committee recommends that you consider another off-set to reduce that overall length.

We will defer further consideration of the POADP pending resubmittal. If you have any questions, please contact Mr. Roy Ramos at (512) 299-7896.

Sincerely,

MCONeal

Michael C. O'Neal, AICP
Planning Administrator
Dept. of Planning

MCO/sm

CITY OF SAN ANTONIO
P. O. BOX 9066
SAN ANTONIO, TEXAS 78285

April 7, 1987

Mr. Mark McLaren
P.R.C. Engineering Co.
1114 Lost Creek Blvd., Suite 10
Austin, Texas 78746

RE: Wild Horse Canyon POADP
(File #274)

Dear Mr. McLaren:

This is to inform you that the Staff Development Review Committee has reviewed your proposed plan for Wild Horse Canyon. Certain modifications to your plan are requested by the Committee prior to final acceptance.

The requested changes are as follows:

1) The proposed 86' secondary arterial which is planned as the main artery through your development needs to be upgraded to a 110' primary arterial in accordance with the City's Major Thoroughfare Plan.

2) Certain stub streets in phases I and II should be deleted to minimize through traffic on local streets and to divert traffic to the collectors and arterials as the main traffic generators.

3) Upgrade a 60' collector and downgrade an 86' secondary arterial as reflected on the plan.

In closing, please find attached a copy of your plan with the recommended changes. We will defer further consideration of your plan pending resubmittal. We are available to discuss our comments at your convenience. Please contact Roy Ramos at 299-7896 to arrange for an appointment.

Sincerely,

MCONeal

Michael C. O'Neal, AICP
Planning Administrator
Dept. of Planning

MCO/RR/sm
Attachment

**P&D Technologies**
1114 Lost Creek Blvd.
Suite 10
Austin, TX 78746
512•327•8272

An Ashland Technology Company

*Planning*
*Engineering*
*Transportation*
*Environmental*
*Economics*

July 16, 1987

RECEIVED
1987 JUL 20 AM 11:45
DEPT. OF PLANNING
CURRENT PLANNING
DIVISION

Mr. Roy Ramos
Planning Department
City of San Antonio
P. O. Box 9066
San Antonio, Texas 78285

**RE: WILD HORSE CANYON POADP**
**P & D PROJECT NO. 3800-004-15**

Dear Roy:

Pursuant to the Committee's last review of the Wild Horse Canyon project, WSLA Development Corportion has decided to dedicate the 110' right-of-way which was requested for the primary roadway and will construct an 86' cross-section. It was our understanding that the right-of-way issue was the only item that was preventing the POADP's approval. However, WSLA will be requesting several land use revisions which will be made prior to submittal of a revised plan and after the completion of a new market study being prepared by Rice Center. The land use revisions will not affect the roadway alignments which you have reviewed and approved.

We will submit a revised plan to you and your committee as soon as the requested revisions have been made. We appreciate your patience in this matter and look forward to working with you again on this project.

Very truly yours,

**P & D TECHNOLOGIES**

Mark McLaren

MMcL/nlf
copy to: Mr. Thomas J. Ellis
Mr. Douglas Jaffe
Mr. Crawford Logan
Mr. Chuck Smith

**PRC Engineering**
1114 Lost Creek Boulevard
Suite 10
Austin, Texas 78746
(512) 327-8272

prc
**Planning Research Corporation**

March 19, 1987

RECEIVED
MAR 20 1987
DEPARTMENT OF PLANNING
Subdivision Section

Mr. Roy Ramos
Department of Planning
City of San Antonio
P. O. Box 9066
San Antonio, Texas 78285

**RE: WILD HORSE CANYON POADP**
**PRC PROJECT NO. 3800-004-15**

Dear Roy:

PRC Engineering is pleased to submit the Preliminary Overall Area Development Plan for Wild Horse Canyon, a 5,152-acre project in northwest Bexar County. Three separate plans are enclosed. The first two are 1" = 600' land use plans, one of which shows the phasing of the project. The third is a 1" = 200' plan of the first two phases showing the layout of all single family detached lots and internal roadways.

There has been coordination with the Saratoga Land Company (V. H. McNutt property), and San Antonio Ranch, Ltd. (San Antonio Ranch) and San Antonio M.U.D. No. 1 on roadway alignments and utilities. As of this time, that is the only coordination which has been done with adjacent landowners. We will pursue additional coordination following your review of this project.

We look forward to working with you, the POADP Review Committee, and Department of Planning on this exciting project. Should you or your staff have any questions while reviewing these plans, please do not hesitate to call Mark McLaren or me at (512) 327-8272.

Thank you for your time and your consideration.

Very truly yours,

**PRC ENGINEERING**

Thomas J. Ellis
Associate Vice President

MMcL/TJE/nlf
copy to: Mr. Douglas Jaffe
Mr. Crawford Logan
Mr. Chuck Smith

MW ES
Eddie
Reg

**P&D Technologies**
1114 Lost Creek Blvd.
Suite 10
Austin, TX 78746
512•327•8272

An Ashland Technology Company

*Planning*
*Engineering*
*Transportation*
*Environmental*
*Economics*

April 28, 1988

Mr. J. Dale Bransford, Services Administrator
Department of Parks and Recreation
City of San Antonio
P. O. Box 9066
San Antonio, TX 78285

**RE: GOLF COURSE SITES IN WILD HORSE CANYON**

Dear Dale:

Pursuant to our meeting of April 21, 1988, I have enclosed a copy of the Wild Horse Canyon Master Land Use Plan for your review. The three potential golf course sites have been highlighted to assist you in discussing this project with others in your Department.

Prior to our next meeting with you, we will be preparing a routing plan for the northernmost site so that we can review routing plans for all three sites with you. If possible, we would like to make a short site visit with you so that you can have a better feeling for the advantages and disadvantages of each site.

WSLA Development Corporation is a division of Western Savings headquartered in Phoenix, Arizona. To give you some background on Western Savings, I have included a copy of their 1987 annual report.

I appreciate your time and consideration in this matter and look forward to meeting with you again soon. If you have any questions, please do not hesitate to contact me.

Very truly yours,

**P&D TECHNOLOGIES**

Mark McLaren
Project Manager

MMcL/nll
Enclosure
copy to: Mr. Thomas J. Ellis
Mr. Brad Greenblum
Mr. Douglas Jaffe
Mr. R. Crawford Logan
Mr. Mike O'Neal

4/1/88

TOM ELLIS —— with developer Western Savings out of PHOENIX
MARK McLAREN – ENG. Co.

New proposal:

approx. 1,700 units, 9000 units LESS
1/2 to 3/4 to 5 ACRES ESTATE LOTS
Proposing MUNICIPAL GOLF COURSE.

Roadways:

Reduced 110' to 86'
Except for Braun Rd. and GALM Road will be 60' R.O.W.'s.
Main Rd. N. & S. is just over 6 Miles. or 6.2
proposing to build two inside lanes at this time.
No sidewalks or curb & gutter within the back part of property where steep grades are prepable.
The front portion of the development will conform as close as possible to the ordinance.
17,080.00 trips per day anticipated based on 1,700 units at 10 trips per units.
Time frame by next year at this time start selling lots, so they are looking at around April 1, 1989.
For helicopter trip on April 15, 1988, at Goffey hanger.
TOM Ellis will bring back in two weeks all variances to discuss with staff.

NKO
Eddie E
Roy (RR

prc

Planning Research Corporation

**PRC Engineering**
1114 Lost Creek Boulevard
Suite 10
Austin, Texas 78746
(512) 327-8272

May 26, 1987

Mr. Jesus Garza
Planning Department
City of San Antonio
P. O. Box 9066
San Antonio, Texas 78285

**RE: WILD HORSE CANYON**
**REVISED POADP**

Dear Jesus:

In response to our conversation earlier today, and Michael O'Neal's letter of May 20, 1987, I would like to address the two issues related to the roadways within the proposed project.

Understanding that the north-south thoroughfare may ultimately be a 110' roadway, we will be providing adequate setbacks at this time. Though the subdivision regulations require full dedication at the time of platting, we would like to place the additional right-of-way (12' on either side of the interim 86' roadway) in escrow. This guarantees the availability of the right-of-way at such time that it is required and simplifies matters should the City determine in the future that the right-of-way will not be needed. I have enclosed a copy of an Escrow Agreement that was recently executed for a project in Austin. If the City Attorney has any specific legal questions, he/she may contact our attorney, Martin Camp, at (512) 499-3970.

As per our previous discussions, one offset in the western collector street was located at that intersection due to the fact that it provided the fewest constraints in terms of topography and flood plain. We are cognizant of the fact that the southern portion of the roadway exceeds three miles in length, but the land uses utilizing this roadway have low trip generation rates and the traffic can be handled easily by a collector road. Should the ultimate land uses be more intensive from a traffic standpoint, WSLA or its assigns would be agreeable to increasing the roadway accordingly.

If you or any of the committee members have any additional questions or concerns regarding these issues, please do not hesitate to call Thomas Ellis or me at (512) 327-8272.

Very truly yours,

**PRC ENGINEERING**

Mark McLaren

Mark McLaren

MMcL/nlf
Enclosure
copy to: Mr. Martin Camp
Mr. Thomas J. Ellis
Mr. Terry Foyt
Mr. Douglas Jaffe
Mr. R. Crawford Logan
Mr. Chuck Smith

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (herein so called) is entered into by and between WSLA DEVELOPMENT CORPORATION, an Arizona corporation, ("WSLA"), CITY OF AUSTIN, TEXAS, a Texas municipality ("City") and STEWART TITLE AUSTIN, INC., a Texas corporation ("Title Company").

WHEREAS, WSLA is the owner of an approximately 81.09 acre tract of land located in Williamson County, Texas (the "Property"), which has frontage along R.M. 620 North ("620") and U.S. Highway 183 ("183");

WHEREAS, the City and the Texas Department of Highways and Transportation ("THD") and other interested governmental entities have determined that due to projected population growth in the general area, certain improvements must be made to the existing roadway system, including the expansion of R.M. 620 North and U.S. Highway 183;

WHEREAS, in connection with such expansion, WSLA has agreed to dedicate up to one hundred fifty five feet (155') from the centerline of 183 and up to two hundred feet (200') from the centerline of 620 to either the City or State of Texas, as the case may be, as is necessary to facilitate the right-of-way acquistions for the proposed roadway improvements;

WHEREAS, WSLA is desirous of effecting such a dedication; however, all necessary design work has not presently been finalized by THD engineers with respect to the exact layout and parameters of the roadway system and as result, the portions of WSLA property to be dedicated for roadway right-of-way purposes cannot be currently determined. Nevertheless, in order to proceed with the dedication and comply with conditions imposed by the City in connection with the approval of WSLA zoning application (# C14r-86118 and C14r-86119) for The Property, WSLA desires to dedicate such portions of its Property to the appropriate governmental entity by way of dedication deed(s) (the "Deeds") as have been determined may be necessary for the right-of-way, subject to certain conditions, including the holding of the Deeds in escrow by an independent third party, the Title Company, pending final determination of the roadway alignments; and

WHEREAS, WSLA, City and Title Company desire to formalize their agreements with respect to the Deeds and Title Company's obligations as escrow agent hereunder.

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WSLA, City and Title Company hereby agree as follows:

1. In connection with the dedication of property required for the expansion of 620 and 183, WSLA has contemporaneously with the execution hereof delivered the Deeds (copies of which are attached hereto as Exhibits A and B) to Title Company, as agent for City. The parties hereto hereby acknowledge that exact/final alignment of the roadways, including necessary right-of-way, has not been finalized; however, in order to accelerate the right-of-way acquistion process, a general schematic of the proposed alignments has been prepared to determine acquistions to be made from affected landowners. These preliminary determinations have been utilized to prepare the legal descriptions for the preliminary WSLA dedications.

2. The parties hereto hereby agree that the Deeds delivered to the Title Company are to be held in escrow by Title Company pending the final determination by THD or other appropriate governmental entities (or their agents or representatives) of the roadway alignments. At such time as the alignments are finalized, the necessary right-of-way acquistions shall be determined and legal descriptions prepared reflecting the portions of WSLA Property necessary for R-O-W purposes up to one hundred fifty five feet (155') from the centerline of 183 and up to two hundred feet (200') from the centerline of 620. Once such revised legal descriptions are available, WSLA shall promptly deliver new or replacement dedication deeds reflecting such revised acreages to the City or THD, as appropriate, whereupon the original/previously delivered Deeds shall be immediately returned by Title Company to WSLA. Once said revised Deeds (or revised legal descriptions are attached to the original Deeds) are delivered, Title Company shall, upon the written request of the City or THD, as appropriate, file such instruments with the County Clerk of Williamson County, Texas.

3. In the event WSLA fails to deliver the revised replacement Deeds (or revised legal descriptions), Title Company shall, upon the written request of either the City or THD (or other appropriate governmental entity), as appropriate, file the originally submitted Deeds with the County Clerk of Williamson County, Texas.

4. WSLA and City hereby appoint Title Company to act as escrow agent (herein so called) with respect to the Deeds in such manner and in compliance with the terms and provisions of this Escrow Agreement and Title Company hereby accepts such appointment and agrees to abide by the terms, conditions and provisions of this Escrow Agreement.

5. Except as set forth in paragraph 8 below, WSLA hereby agrees to be responsible for any and all costs and expenses incurred in connection with this Escrow Agreement and the Deeds or which may be charged by Title Company for acting as Escrow Agent hereunder.

6. This Escrow Agreement shall terminate on the earlier to occur of (i) the satisfaction of the provisions of this Escrow Agreement or (ii) earlier if the parties so mutually decide, and give written notice thereof to Title Company, whereupon the Deeds will be disbursed and/or recorded, as appropriately provided for in paragraphs 2 and 3 hereof.

7. The parties hereto hereby agree that, in the event Title Company in its good faith judgment is in doubt as to what action, if any, is required hereunder, Title Company may, at its option (i) refuse to comply with any claims or demands made on it or (ii) refuse to take any other action hereunder, so long as such conflict continues or such doubt exists, and in any such event, Title Company shall not be or become liable in any way or manner to any person for its failure or refusal to act and Title Company shall be entitled to continue to refrain from acting until (x) the rights of all parties are fully and finally decided/adjudicated by a court of competent jurisdiction or (y) all conflicting demands are withdrawn and all doubt resolved by agreement among all of the interested parties evidenced by an agreement in writing executed by all parties and delivered to Title Company, such agreement and/or notice to clearly direct or set forth the action to be taken by Title Company on behalf of WSLA and City.

8. WSLA and City hereby agree to indemnify and hold Title Company, its successors and assigns, harmless from any and all liabilities, losses, claims, damages, penalties, taxes, actions, suits, costs or expenses (including court costs and reasonable attorneys' fees) of whatever kind or nature imposed

on, incurred by or asserted against Title Company which in any way relate to or arise on account of this Escrow Agreement or any action taken hereunder; provided, however, that this indemnification shall not extend to any actions, inactions or results arising therefrom which arise due to the negligence or misconduct of Title Company, its agents, representatives or employees.

9. Any notice required or permitted to be given hereunder must be in writing and may be served by (i) depositing the same in United States mail, postage prepaid and registered or certified with return receipt requested, (ii) delivering the same in person to such party, (iii) prepaid telegram, telecopy or telex, or (iv) express courier or delivery service, addressed to the other parties as set forth below. Notice given in accordance with subparagraph (i) above shall be effective when mailed and notice given in accordance with subparagraphs (ii) and (iii) above shall be effective upon receipt at the address of the addressee. The addresses of the parties hereto shall be as set forth opposite their respective names on the signature page hereto.

10. The effective date of this Escrow Agreement shall be the latest of the dates on which this instrument is executed.

11. This Agreement is performable in Travis County, Texas and shall be governed by the laws of the State of Texas.

EXECUTED by WSLA on the __th day of _____, 198_.

Address:

2910 East Camelback
Road, Suite 180
Phoenix, Arizona
85016-4110

WSLA:

WSLA DEVELOPMENT CORPORATION,
an Arizona corporation

By: _____
Printed Name: _____
Title: _____

EXECUTED by City on the __th day of _____, 198_.

Address:

P.O. Box 1088
Austin, Texas
78767-8828

CITY:

CITY OF AUSTIN, TEXAS,
a Texas municipality

By: _____
Jorge Carrasco, City Manager

APPROVED AS TO FORM
AND CONTENT:

_____
_____,
_____City Manager

EXECUTED by Title Company on the _____ day of _____, 198_.

Address:

812 San Antonio Street
Suite 302
Austin, Texas 78701
Attn: Ms. Kathy Nunn

TITLE COMPANY:

STEWART TITLE AUSTIN, INC.,
a Texas corporation

By: _____
Printed Name: _____
Title: _____

1642R

Exhibit "A"

# RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WSLA DEVELOPMENT CORPORATION, an Arizona corporation ("Grantor"), acting herein by and through its duly authorized officers, for and in consideration in the sum of ONE DOLLAR ($1.00) and other good and valuable consideration paid to Grantor by the City of Austin, Texas, P.O. Box 1088, Austin, Texas 78767-8828, formed and existing under the laws of the State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged and accepted, and for which no lien, express or implied, is retained, has this day duly GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto the Grantee for purposes of facilitating the expansion of R.M. 620 North, that parcel of property located in Williamson County, Texas (the "Property"), more specifically described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

This conveyance, however, is made and accepted subject to taxes for the year 1986 and all subsequent years together with encumbrances and other matters shown of record in Williamson County, Texas, to the extent they are validly existing and affect the subject property.

TO HAVE AND TO HOLD the Property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's heirs, successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns, to warrant and forever defend, all and singular, the Property unto the Grantee, and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Dated: _____, 1986.

ATTEST:

By: _____
Mary E. Sullivan
Controller

GRANTOR:
WSLA DEVELOPMENT CORPORATION,
an Arizona corporation

By: _____
R. Crawford Logan
Assistant Vice President

After Recording Return To:

Martin L. Camp, Esq.
Jones, Day, Reavis & Pogue
301 Congress Avenue, Suite 1200
Austin, Texas 78701

THE STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

This instrument was acknowledged before me on the _____ day of _____, 1986, by R. CRAWFORD LOGAN AND MARY E. SULLIVAN, the Assistant Vice President, and Controller, respectively, of WSLA Development Corporation, an Arizona corporation, on behalf of said corporation.

_____
Notary Public in and for
The State of Arizona

_____
Notary Typed/Printed Name

My Commission Expires:

_____

586R

EXHIBIT "A"

4.957 ACRES (FOR R.O.W. PURPOSES)
PORTION OF PECAN PARK
(CAB. A, SLIDES 274-275)
WILLIAMSON COUNTY, TEXAS

FN86-137 (CMK)
OCTOBER 23, 1986
BPI JOB NO. 120-01.20

DESCRIPTION OF A 4.957 ACRE TRACT OF LAND OUT OF THE WILLIAM FRAMPTON SURVEY IN WILLIAMSON COUNTY, TEXAS, SAME BEING A PORTION OF LOTS 1 AND 2, BLOCK B, AND LOTS 1, 3, 4, 5 AND 6, BLOCK A, PECAN PARK, A SUBDIVISION OF RECORD IN CABINET A, SLIDES 274-275 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF PECAN DRIVE, A 50 FEET WIDE PUBLIC ROAD, SAID 4.957 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in the existing southerly right-of-way line of R.M. 620, a public road, same being the northeast corner of Lot 56, Block A, Deerbrook Village at Anderson Mill, a subdivision of record in Cabinet C, Slides 247 and 248 of the Plat Records of Williamson County, Texas, also being the northwest corner of said Pecan Park Subdivision, and the northwest corner hereof;

THENCE, along said existing southerly right-of-way line of R.M. 620, N71°15'22"E, a distance of 1439.49 feet to an iron rod found, same being the northeast corner of said Lot 6, Block A, Pecan Park, and the northwest corner of Lot 7, Block A, of said Pecan Park, for the northeast corner hereof;

THENCE, with the common line of said Lots 6 and 7, Block A, Pecan Park, S18°41'47"E, a distance of 150.00 feet to a point for the southeast corner hereof;

THENCE, along the proposed southerly right-of-way line of said R.M. 620, over and across said Pecan Park, S71°15'22"W, a distance of 1439.51 feet to a point in the easterly line of Lot 57, Block A, of said Deerbrook Village at Anderson Mill, same being in the westerly line of said Lot 1, Block B, Pecan Park, for the southwest corner hereof;

THENCE, with the common line of said Pecan Park, and said Deerbrook Village at Anderson Mill, N18°41'15"W, a distance of 150.00 feet to the POINT OF BEGINNING, containing 4.957 acres of land, more or less.

STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

That I, Leslie W. Pittman, a Registered Public Surveyor, do hereby certify that the above description was prepared from Public Record and a partial survey made on the ground under my direction and supervision, is true and correct to the best of my knowledge and belief.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 23rd day of October, 1986 A.D.

Bury & Pittman, Inc.
Engineering - Surveying
1601 Rio Grande, Suite 300
Austin, Texas 78701

Registered Public Surveyor
No. 3479, State of Texas

STATE OF TEXAS
LESLIE W. PITTMAN
3479
REGISTERED PUBLIC SURVEYOR

Exhibit "B"

# RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WSLA DEVELOPMENT CORPORATION, an Arizona corporation ("Grantor"), acting herein by and through its duly authorized officers, for and in consideration in the sum of ONE DOLLAR ($1.00) and other good and valuable consideration paid to Grantor by the City of Austin, Texas, P.O. Box 1088, Austin, Texas 78767-8828, formed and existing under the laws of the State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged and accepted, and for which no lien, express or implied, is retained, has this day duly GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto the Grantee for purposes of facilitating the expansion of U.S. Highway 183 North, that parcel of property located in Williamson County, Texas (the "Property"), more specifically described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

This conveyance, however, is made and accepted subject to taxes for the year 1986 and all subsequent years together with encumbrances and other matters shown of record in Williamson County, Texas, to the extent they are validly existing and affect the subject property.

TO HAVE AND TO HOLD the Property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's heirs, successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns, to warrant and forever defend, all and singular, the Property unto the Grantee, and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Dated: _____, 1986.

ATTEST:

By: _____
Mary E. Sullivan
Controller

GRANTOR:
WSLA DEVELOPMENT CORPORATION
an Arizona corporation

By: _____
R. Crawford Logan
Assistant Vice President

After Recording Return To:

Martin L. Camp, Esq.
Jones, Day, Reavis & Pogue
301 Congress Avenue, Suite 1200
Austin, Texas 78701

THE STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

This instrument was acknowledged before me on the _____ day of _____, 1986, by R. CRAWFORD LOGAN AND MARY E. SULLIVAN, the Assistant Vice President, and Controller, respectively, of WSLA Development Corporation, an Arizona corporation, on behalf of said corporation.

_____
Notary Public in and for
The State of Arizona

_____
Notary Typed/Printed Name

My Commission Expires:

_____

4578R

EXHIBIT "A"

1.144 ACRES (FOR R.O.W. PURPOSES)
PORTION OF PECAN PARK
(CAB. A, SLIDES 274-275)
WILLIAMSON COUNTY, TEXAS

FN86-138 (CMK)
OCTOBER 23, 1986
BPI JOB NO. 120-01.20

DESCRIPTION OF A 1.144 ACRE TRACT OF LAND OUT OF THE WILLIAM FRAMPTON SURVEY IN WILLIAMSON COUNTY, TEXAS, SAME BEING A PORTION OF LOT 17, BLOCK A, PECAN PARK, A SUBDIVISION OF RECORD IN CABINET A, SLIDE 274-275 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF LOT 25, BLOCK B, OF SAID PECAN PARK, AND BEING A PORTION OF PECAN DRIVE, A 50 FEET WIDE PUBLIC ROAD, SAID 1.144 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in the existing westerly right-of-way line of U.S. Highway 183, same being the southeast corner of Lot 16, Block A, of said Pecan Park, and being the northeast corner of said Lot 17, Block A, Pecan Park, for the northeast corner hereof;

THENCE, along said existing westerly right-of-way line, and with the easterly line of said Lot 17, Block A, Pecan Park, S19°47'18"E, a distance of 147.33 feet to a concrete monument found;

THENCE, continuing along said existing westerly right-of-way line, S18°09'48"E, passing the southeast corner of said Lot 17, Block A, Pecan Park, said Pecan Drive, and the northeast corner of said Lot 25, Block B, Pecan Park, in all a total distance of 284.81 feet to a concrete monument found;

THENCE, continuing along said existing westerly right-of-way line, and with said east line of Lot 25, S16°18'44"E, a distance of 154.32 feet to an iron rod found, same being the northeast corner of Lot 1, Block A, Anderson Mill Center, Phase II, a subdivision of record in Cabinet D, Slide 11, of the Plat Records of Williamson County, Texas, also being the southeast corner of said Lot 25, Block B, Pecan Park, for the southeast corner hereof;

THENCE, with the common line of said Lot 1, Block A, Anderson Mill Center, Phase II, and said Lot 25, Block B, Pecan Park, S71°44'44"W, a distance of 85.05 feet to a point for the southwest corner hereof;

THENCE, along the proposed westerly right-of-way line of said U.S. Highway 183, N16°18'44"W, a distance of 155.83 feet to a point;

THENCE, continuing along said proposed right-of-way line, N18°09'48"W, over and across said Pecan Drive, in all a total distance of 282.23 feet to a point;

THENCE, continuing along said proposed right-of-way line, N19°47'18"W, a distance of 147.69 feet to a point in the north line of said Lot 17, Block A, Pecan Park, same being a point in the south line of said Lot 16, Block A, Pecan Park, for the northwest corner hereof;

THENCE, with the common line of said Lot 16 and Lot 17, Block A, Pecan Park, N71°16'00"E, a distance of 85.01 feet to the POINT OF BEGINNING, containing 1.144 acres of land, more or less.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That I, Leslie W. Pittman, a Registered Public Surveyor, do hereby certify that the above description was prepared from Public Record and a partial survey made on the ground under my direction and supervision, is true and correct to the best of my knowledge and belief.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 23RD day of OCTOBER, 1986 A.D.

Bury & Pittman, Inc.
Engineering - Surveying
1601 Rio Grande, Suite 300
Austin, Texas 78701

Registered Public Surveyor
No. 3479, State of Texas

STATE OF TEXAS
LESLIE W. PITTMAN
3479
REGISTERED
PUBLIC SURVEYOR

Inter-Office Correspondence

prc
Planning Research Corporation

To Distribution

Date April 16, 1987

From Mark McLaren

Subject **WILD HORSE CANYON ROADWAY MEETING**
**PRC PROJECT NO. 3800-004-12**

As the result of our meeting on Tuesday, April 14, 1987, I have enclosed an alternative cross-section for the subject roadway. We would appreciate your comments on this proposal prior to seeking a consensus judgement by the Planning Commission. Should you have any questions or comments, please contact me at your earliest convenience at 1-327-8272.

In addition, I would simply like to review the other procedural items discussed in our meeting:

- We will coordinate with appropriate landowners and the SDHPT on the realignment of Culebra Road.
- We will file roadway plans and plat for the first section, resolve all required issues at Staff level, and then seek approval of necessary variances including, but not limited to, roadway cross-section, pavement thickness, and sidewalk alignment, location and pavement.
- We will be sure to adhere to AASHTO standards as minimums when exceeding City maximums.

Your time and comments are greatly appreciated, and, again, we welcome any comments or concerns you may wish to raise.

MMcL/nlf
Enclosure
Distribution w/Enclosure:
Mr. Bill Berman
Mr. Al Bridges
Mr. Dean Chadwick
Mr. Jesus Garza
Mr. Mike O'Neal
copy to:
Mr. Thomas J. Ellis
Mr. Douglas Jaffe
Mr. Keith Jolls
Mr. Crawford Logan
Mr. Chuck Smith

No objection to construction of street to a Secondary criterion now and then construct to a Primary Street when adjacent property is platted and developed.

P.E.
Street Engineer

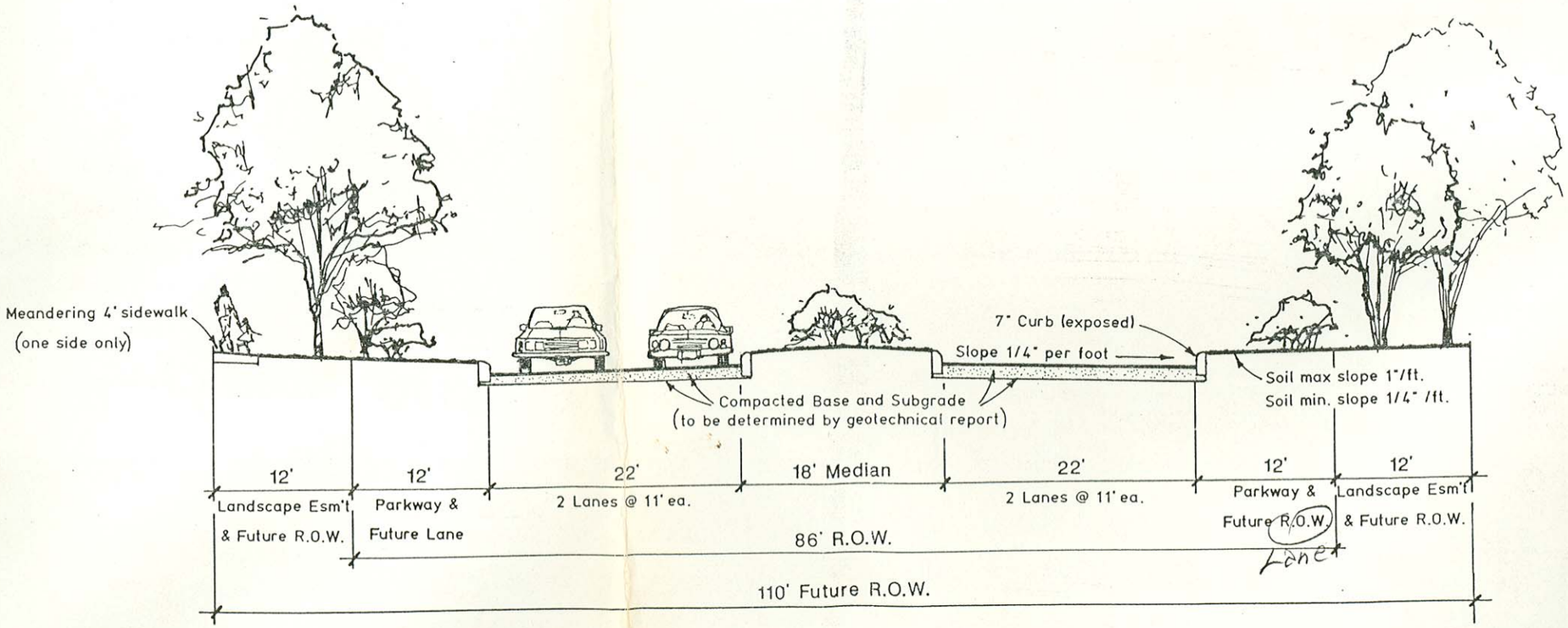
# Proposed Cross Section of Primary Roadway Through Wild Horse Canyon

Wild Horse Canyon

18' median

platted as 86' with additional setback & landscape

legal document ded 12' when necessary.




PRC Eng

3800-004-12

Parkway

12 | 12 | 14 | 12 | 12 | 12 | 12 Parkway

**PRC Engineering**
1114 Lost Creek Boulevard
Suite 10
Austin, Texas 78746
(512) 327-8272

prc
**Planning Research Corporation**

274

May 12, 1987

Mr. Roy Ramos
Department of Planning
City of San Antonio
P. O. Box 9066
San Antonio, Texas 78285

**RE: WILD HORSE CANYON POADP**
**PRC PROJECT NO. 3800-004-12**

Dear Roy:

Enclosed are copies of the revised POADP for Wild Horse Canyon. These plans have been revised as per our meeting with your committee on April 10, 1987, and our meeting with Al Bridges, Bill Berman, Dean Chadwick, Jesus Garza, and Mike O'Neal on April 14, 1987. The following revisions are shown on the respective plans:

**1" = 600' Master Land Use Plan**

- The alignment of Culebra has been revised to reflect changes we are coordinating with the SDHPT and adjacent landowners.
- The west "loop road" has been offset at the intersection of the east-west secondary arterial at the northern end of the side.
- The east "loop road" has been reduced to a 60' collector street.
- The main roadway has remained an 86' secondary arterial. It will be designed in accordance with the proposed cross-section as discussed in our meeting of April 14, 1987 (attached).
- We have also shown the proposed golf course which we reviewed briefly on April 10, 1987.

**1" = 200' Preliminary Development Plan**

- Stub streets were deleted as discussed on April 10, 1987.
- Culebra has been realigned as shown on the Master Plan.
- The 10' Landscape and Slope Easement has been revised, and is shown as a 12' Landscape Esm't. and Future R.O.W. setback to be consistent with the proposed alternative cross-section.

Also enclosed is a roadway centerline exhibit which shows the alignment of the main roadway through San Antonio Ranch and Wild Horse Canyon.

I believe that we have addressed all of your concerns in a way that will benefit not only the developer, but also the City of San Antonio. We appreciate your input and would be glad to meet with the Committee again if there are any additional concerns that they may have. If you, or any of the committee members have any questions, please do not hesitate to call Mark McLaren or me at (512) 327-8272.

Very truly yours,

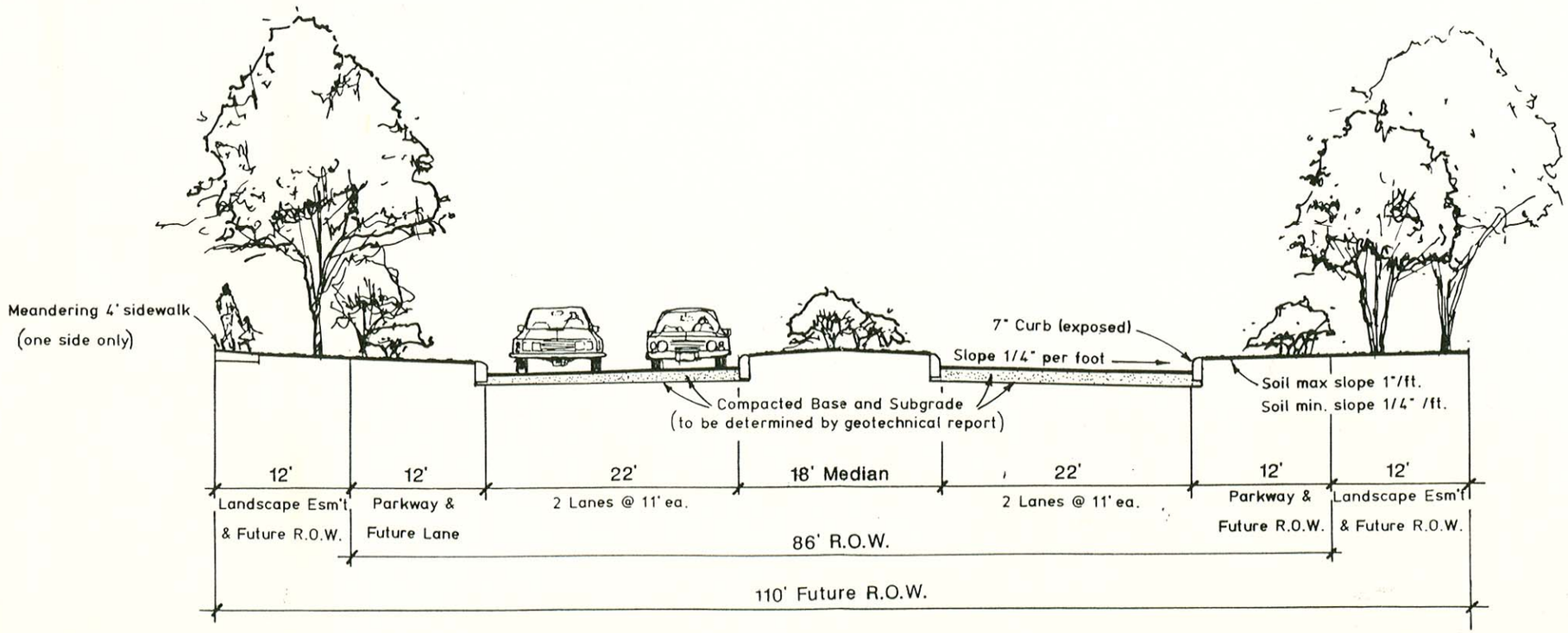
**PRC ENGINEERING**

Thomas J. Ellis
Associate Vice President

MMcL/TJE/nlf
Attachment
copy to: Mr. Terry Foyt
Mr. Douglas Jaffe
Mr. Crawford Logan
Mr. Chuck Smith

# Proposed Cross Section of Primary Roadway Through Wild Horse Canyon

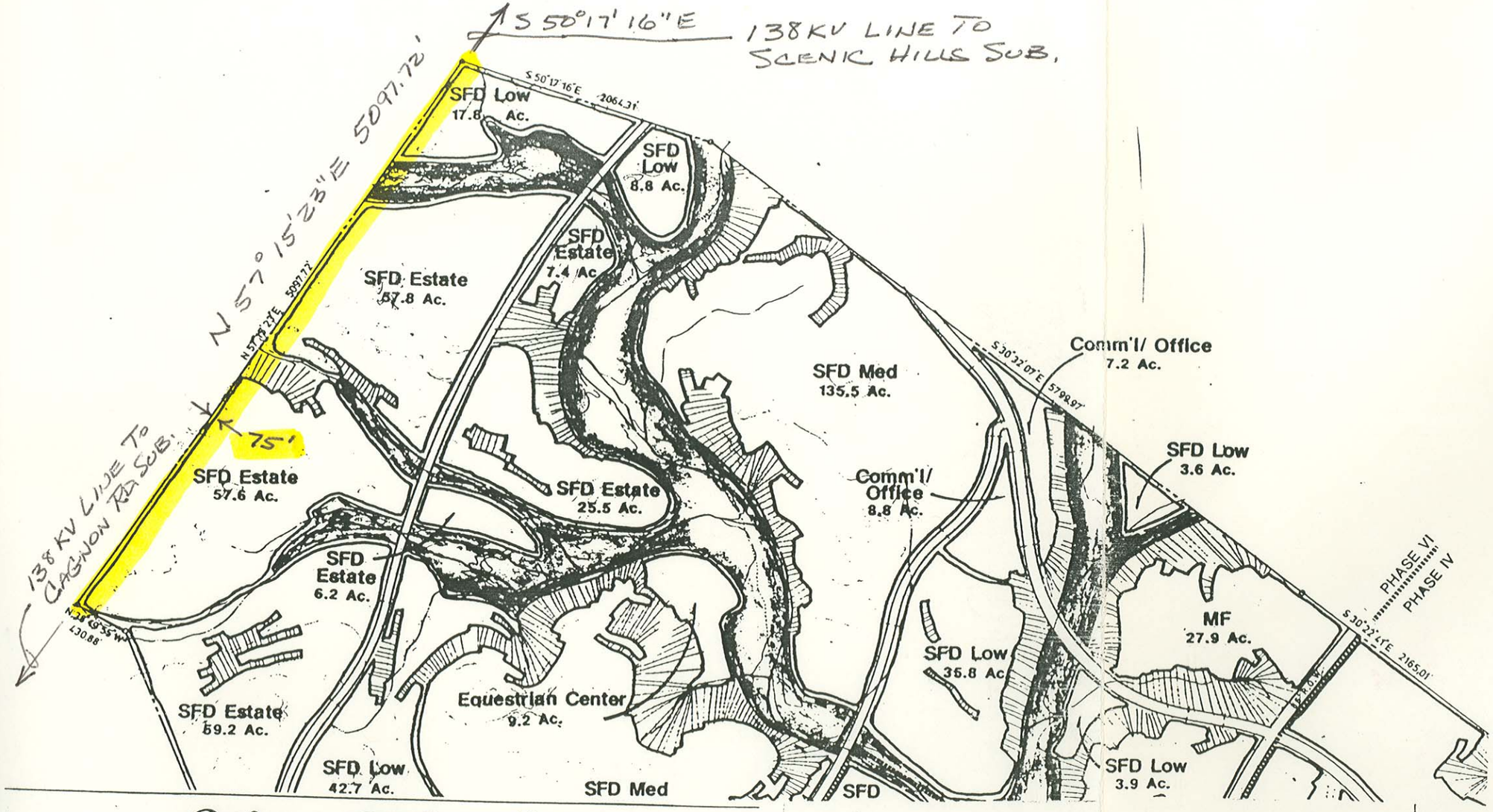
*Wild Horse Canyon*

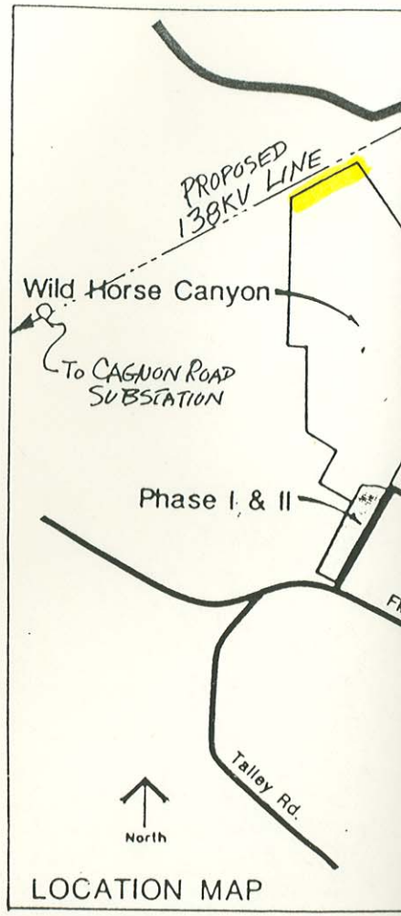




PRC Engineering
1114 Lost Creek Boulevard
Suite G-10
Austin, Texas 78746
(512) 327-8272
PLANNING · ENGINEERING · ARCHITECTURE · LANDSCAPE ARCHITECTURE


3800-004-12 4/17/87



LOCATION MAP

# Wild Horse Canyon

# MASTER LAND USE PLAN

DISTRIBUTION
CWS
HEC
ASP

CITY PUBLIC SER
PROJECT No. 5

Eddie EG
Roy

# City Public Service
of
San Antonio, Texas

April 27, 1987

Mr. Michael C. O'Neal, AICP
Planning Administrator
Department of Planning
City of San Antonio
P.O. Box 9066
San Antonio, Texas 78285

Dear Mr. O'Neal:

Please advise the P.O.A.D.P. Committee that City Public Service will need a seventy-five (75) foot wide electric lines right-of-way within the planned Wild Horse Canyon Subdivision as shown on the attached drawing.

If we may provide additional information, please call me.

Sincerely,

Charles W. Scott

Charles W. Scott, P.E.
Director
Engineering and
Technical Division

CWS:fra

Attachment

cc: Mr. R. E. Alonzo
Mr. H. E. Clark

Navarro at Villita/P.O. Box 1771 San Antonio, Texas 78296 (512) 227-3211

Steve

RECEIVED
1988 APR 14 AM 8:53
DEPT. OF PLANNING
CURRENT PLANNING
DIVISION

**P&D Technologies**
1114 Lost Creek Blvd.
Suite 10
Austin, TX 78746
512·327·8272

An Ashland Technology Company

*Planning*
*Engineering*
*Transportation*
*Environmental*
*Economics*

April 13, 1988

Mr. Michael C. O'Neal
Planning Administrator
Department of Planning
Ciaty of San Antonio
114 West Commerce Street, 4th Floor
San Antonio, Texas 78205

**RE: WILD HORSE CANYON SITE VISIT**

Dear Michael:

As we discussed earlier this week, Thomas Ellis and I will be in your office at 8:30 AM on Friday to further discuss the Wild Horse Canyon project with the POADP Committee. Following that meeting, we have arranged to take your Committee to the site by helicopter in two groups of not more than four people each.

Since we will be unable to provide transportation to the airport, we will meet each group there. To find the hanger, the following route has been suggested:

- o take 281 North then exit at Nakoma and turn right onto North Loop Road
- o at Jones-Maltsberger (stop sign), turn left then right onto Skyplace Blvd.
- o take Skyplace Blvd. to the Jaffe hanger which is green with a "J" over the doors

We will meet the first group there at 10:30 AM and the second group at 1:00 PM and will take about an hour to visit the site with each group.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

**P&D TECHNOLOGIES**

Mark McLaren
Project Manager

MMcL/nm
copy to: Mr. Thomas J. Ellis
Mr. Douglas Jaffe
Mr. R. Crawford Logan
POADP Committee

SAN ANTONIO RANCH/WILD HORSE CANYON

Background

- San Antonio Municipal Utility District Number 1 (MUD-1) was created in 1974 to serve the proposed San Antonio Ranch Town, approximately 9,000 acres.

- The MUD boundaries include approximately 3,000 acres; but the District is certificated to serve the entire 9,000 acres with water and wastewater utilities.

- MUD-1 has an outstanding bonded indebtedness of $2.3 million with total debt service of $4.85 million. District Board of Directors approved a $4.4 million bond issue in November 1985; however, the bonds have not been sold to date.

- District has authorization to sell an additional $24.4 million in bonds.

- MUD-1 also owes approximately $1.5 million to the developer.

- San Antonio Ranch Town has sold 5,000 plus acres to Western Savings of Phoenix which are now being developed as Wild Horse Canyon.

- Wild Horse Canyon is now seeking to obtain water and sewer service from MUD-1.

- MUD-1 has its own wastewater treatment plant to service its 3,000 acres and has had a certificate to construct a second plant which would now serve Wild Horse Canyon. MUD-1 has a wholesale contract with the City Water Board for water.

- MUD-1 has requested CWB approval to amend its wholesale contract to allow service to Wild Horse Canyon. As a condition of amending the contract, the CWB staff wants MUD-1 to expand its boundaries to include the Wild Horse Canyon property.

- The utility infrastructure and streets within MUD-1 have been in place for over ten years. Due to the financial difficulties of the development, its doubtful if any of these systems have been maintained. The MUD has had a long history of maintenance problems with its wastewater treatment plant.

- The City and CWB are capable of providing sewer and water service to Wild Horse Canyon.

- MUD-1's ad valorem tax rate is $1.05 per $100 of assessed valuation with a 30% homestead exemption.

Issue

- How should the City proceed to keep its liability at a minimum when it annexes the area.

Options

- Do nothing and allow MUD-1 to expand. City will probably never be able to afford to annex this area within the next 25 - 40 years assuming MUD-1 issues all of its authorized bonds.

- Allow MUD-1 to service Wild Horse Canyon without expanding its boundaries. City would be able to annex Wild Horse Canyon in the future without incurring any substantial utility costs, but systems would be owned by MUD-1. City could probably not afford to annex MUD-1 within the next 25 - 40 years, if ever.

- Seek to decertify the Wild Horse Canyon area from MUD-1 either voluntarily or involuntarily.

- Annex San Antonio Ranch Town and dissolve the MUD. CWB and wastewater funds would assume obligations of the district. This would result in a total annual debt service of approximately $255,000 to be divided between the two utilities.

SAN ANTONIO RANCH

MEETING 9-24-87

| | | |
|---|---|---|
| ROLAND A. LOZANO | Planning Director. | |
| MICHAEL ONEAL | PLANNING Dept | 299-7887 |
| GORDON DEERING | SAN ANTONIO RANCH | 695-3534 |
| ALAN LINDSKOG | DANNENBAUM ENG. | 340-8022 |
| KEM R. REED | CITY WATER BOARD | 225-7461 |
| Glenn D. Corbett | Fire Department | 299-8249 |
| WALTER JOHNSON | CPS | 227-3211 |
| ROY RAMOS | Planning Dept. | 299-7896 |
| EDWARD GUERMAN | " " | 299-7892 |
| GARY R. BALBAUGH | PUBLIC WORKS | 299-8075 |
| Larry Williams | SAR | 695-3534 |
| Ray Gonzales | Enviro. Dept. | 270-4372 |

Mike

# CITY OF SAN ANTONIO

**Interdepartment Correspondence Sheet**

TO: See Distribution

FROM: Roland A. Lozano, Director of Planning

COPIES TO: S. Marcus Jahns, Assistant City Manager; Rebecca Q. Cedillo, Assistant Director of Planning; File

SUBJECT: SAN ANTONIO RANCH MUNICIPAL UTILITY DISTRICT 1 (MUD-1)

Date July 22, 1987

San Antonio MUD-1 was created in 1974 to serve the approximately 3,000 acres of land included within its boundary and being developed as San Antonio Ranch Town. Under the City's consent agreement with MUD-1, the City granted the district the right to serve an additional 5,000 acres outside its boundaries which were originally intended to be developed as part of San Antonio Ranch Town. However, this 5,000 acres has been sold and is now being developed under the name of Wild Horse Canyon.

The developers of Wild Horse Canyon are proposing a development of over 12,500 dwelling units and 1.8 million square feet of commercial area. The initial two phases which are planned to be completed by the early 1990's include a total of 1,400 dwelling units and 45 acres of commercial development.

The developers of Wild Horse Canyon are planning to obtain water and wastewater services from MUD-1. However, this may not be in the best interest of the City of San Antonio as it will significantly increase the bonded indebtedness of MUD-1. According to the latest audit which is attached for your review, MUD-1 has an outstanding bonded indebtedness of $2,315,000 with a total debt service of $4,848,048. However, the district has authorization to sell an additional $24,396,000 in bonds.

As an alternative to MUD-1 utility service, the City may annex the first two phases of Wild Horse Canyon and provide water and wastewater services. These two areas are cross-hatched on the attached map. Please provide your analysis of the costs and benefits to serve this area if the City should annex it. I would also appreciate your assessment of the short-term and long-term implications to the City.

Please reply by August 7, 1987 so I may prepare a recommendation for the City Council Annexation Committee. Alex Garcia is available to answer any specific questions you or your staff may have. He may be reached at 299-7894. Thank you for your assistance in this matter.

Roland A. Lozano
Director of Planning

Distribution: Frank Kiolbassa, Director of Environmental Management
Carl White, Director of Finance
Robert Van Dyke, General Manager, City Water Board

GREY FOREST
S.H. 16 N.
SAN ANTONIO RANCH MUD-1
WILD HORSE CANYON
HELOTES
MEDINA COUNTY
BEXAR COUNTY
F.M. 1560
F.M. 471 W.
CULEB

# CITY OF SAN ANTONIO

**Interdepartment Correspondence Sheet**

CITY OF SAN ANTONIO
DEPT. OF PLANNING
OFFICE OF DIRECTOR
1987 JUN -8 AM 9:55

TO: Roland A. Lozano, Director of Planning

FROM: Katherine B. Cahill, Assistant City Attorney

COPIES TO: Michael O'Neal, Department of Planning

SUBJECT: Request for Legal Determination - San Antonio Ranch

RECEIVED
1987 JUN -9 AM 11:19
DEPT. OF PLANNING
CURRENT PLANNING DIVISION

Date June 5, 1987

This memo is a follow-up to our initial response of March, 1986 on the above-referenced subject. At that time, this office discussed the pertinent Section of the Water Code, Section 54.519 (see attached).

You have further requested this office review the Petition for Consent originally submitted by San Antonio Ranch for City approval prior to its creation. Specifically, you inquired whether any provision of such Petition for Consent would preclude the District from serving an area outside its boundaries without the consent of the City of San Antonio. (The area to be served is presently located outside the boundaries of the City but within the City's E.T.J.).

In order to be able to fully respond to this inquiry it is also necessary to examine the Board Order which created the District. At times, there may be language in the Order which conflicts, limits or supercedes language found in a petition for consent.

There is no provision in the petition for consent which appears to preclude the District from servicing areas outside its boundaries without first receiving the consent of the City. (It is assumed, for purposes of this memorandum, that the area seeking service from the District is within the boundaries of the area originally known as San Antonio Ranch New Town. See p. 3, Section VI. (b) of the Petition for Consent).

In the event the City Water Board amends its certificate of convenience and necessity to include the area requesting service, the District would be precluded from servicing the area. Should the City annex the area, the District would be required to seek the City's consent prior to granting service to the area.

Presently, since the area is within the City's E.T.J., any lines built to supply service to the area must be in accordance with the City of San Antonio Subdivision Regulations.

If we can be of any further assistance to you on this matter, please advise.

/s/ Katherine B. Cahill by PHW
KATHERINE B. CAHILL
Assistant City Attorney

KBC:dmd

form the covenants, obligations, or conditions prescribed in the order or resolution authorizing the issuance of the district's bonds.

Added by Acts 1971, 62nd Leg., p. 799, ch. 84, § 1.

**Library References**

Mandamus ⟹110. C.J.S. Mandamus §§ 144, 148.

## § 54.519. Service to Areas Outside the District

(a) A district may purchase, construct, acquire, own, operate, repair, improve, or extend all works, improvements, facilities, plants, equipment, and appliances necessary to provide a water system and a sewer system for areas contiguous to or in the vicinity of the district provided the district does not duplicate a service of another public agency. A district shall not provide a water or a sanitary sewer system to serve areas outside the district which is also within a city without securing a resolution or ordinance of the city granting consent for the district to serve the area within the city.

(b) To secure money for this purpose, a district is authorized to issue and sell negotiable bonds and notes which are payable from the levy and collection of ad valorem taxes on all taxable property within the district or from all or any designated part of the revenues received from the operation of the district's works, improvements, facilities, plants, equipment, and appliances or from a combination of taxes and revenues.

(c) Any bonds and notes may be issued upon the terms and conditions set forth in this chapter.

(d) A district is authorized to establish, maintain, revise, charge, and collect the rates, fees, rentals, tolls, or other charges for the use, services, and facilities of the water and sewer system which provide service to areas outside the district which are considered necessary and which may be higher than those charged for comparable service to residents within the district.

(e) The rates, fees, rentals, tolls, or other charges shall be at least sufficient to meet the expense of operating and maintaining the water and sewer system serving areas outside the district and to pay the principal of and interest and redemption price on bonds issued to purchase, construct, acquire, own, operate, repair, improve, or extend the system.

Added by Acts 1971, 62nd Leg., p. 800, ch. 84, § 1.

**Library References**

Municipal Corporations ⟹277. C.J.S. Municipal Corporations § 1059.

**Cross References**

Construction work, county standards, see § 54.2271.

Review of creation by county, see § 54.0161.

**Library References**

Counties ⟹177.

C.J.S. Counties § 264.

### § 54.517. Department [1] Supervision of Projects and Improvements

(a) During construction of projects and improvements approved by the commission, no substantial alterations may be made in the plans and specifications without the approval of the department[1] in accordance with commission rules.

(b) The executive director may inspect the improvements at any time during construction to determine if the project is being constructed in accordance with the plans and specifications approved by the commission.

(c) If the executive director finds that the project is not being constructed in accordance with the approved plans and specifications, he shall give written notice immediately by certified mail to each member of the board of the district and the district's manager.

(d) If within 10 days after the notice is mailed the board does not take steps to insure that the project is being constructed in accordance with the approved plans and specifications, the executive director shall give written notice of this fact to the attorney general.

(e) After the attorney general receives this notice, he may bring an action for injunctive relief or quo warranto proceedings against the directors. Venue for either suit is exclusively in a district court in Travis County.

Amended by Acts 1981, 67th Leg., p. 961, ch. 367, § 1, eff. June 10, 1981; Acts 1985, 69th Leg., ch. 795, § 1.143, eff. Sept. 1, 1985.

[1] Texas Department of Water Resources repealed. Probably should refer to Texas Water Commission.

**1981 Amendment.** In section heading substituted "Department" for "Commission"; in subsec. (a) substituted "department in accordance with board rules" for "commission"; in subsec. (b) substituted "executive director" for "commission or its designated agent"; in subsecs. (c) and (d) substituted "executive director" for "commission"; also in subsec. (c) substituted "he" for "it".

**1985 Amendment.** In subsec. (a) substituted "commission" for "board" second time it appears.

**Cross References**

Stormwater control districts, bonds and projects provided through issuance of bond governed by this section, see § 66.310(b).

### § 54.519. Service to Areas Outside the Districts

**Notes of Decisions**

1. **In general**

Lakeway Municipal Utility District is authorized pursuant to this section to fix water rates charged to residents of Village of Lakeway. Op. Atty.Gen.1985, No. JM-297.

### § 54.521. Use of Bond Proceeds to Pay Certain Interest

The district may use bond proceeds to pay or to establish a reasonable reserve to pay not more than three years' interest on the notes and bonds of the district as provided in the bond orders or resolutions.

Added by Acts 1979, 66th Leg., p. 882, ch. 402, § 1, eff. Aug. 27, 1979.

**Library References**

Municipal Corporations ⟹910.

C.J.S. Municipal Corporations §§ 1905, 1906.

## SUBCHAPTER G. TAXES

### § 54.602. Establishment of Tax Rate in Each Year

(a) Repealed by Acts 1979, 66th Leg., p. 2330, ch. 841, § 6(a)(3), eff. Jan. 1, 1982.

*[See main volume for text of (b) and (c)]*

Amended by Acts 1979, 66th Leg., p. 2330, ch. 841, § 6(a)(3), eff. Jan. 1, 1982.





**1979 Amendment.** Repealed subsec. (a
Section 1 of Acts 1979, 66th Leg., c
repealing subsec. (a) of this section, enact

### § 54.604. Assessment and Collectio

The assessor and collector shall as

Amended by Acts 1979, 66th Leg., p. 232

**1979 Amendment.** In section heading
ed "and Collection" and substituted "Ta
"Property"; in text, substituted "and col
es for" for "and taxable property in".

### §§ 54.605 to 54.637. Repealed by
Jan. 1, 1982

Section 1 of Acts 1979, 66th Leg.,
repealing these sections, enacted the
Tax Code, constituting Title 1 of the T
For disposition of the subject matte
repealed sections, see Disposition Tabl
ing V.T.C.A. Tax Code.

## SUBCHAPTER H. ADDING A
AND I

### § 54.701. Excluding Land from

**Notes of Decisions**

1. **In general**

In view of fact that legislature e
boundaries of county water district an
that ad valorem plan of taxation woul
potential taxpayers had no right t
board of directors to exclude their
district boundaries and district had n

### § 54.702. Hearing to Announce

**Cross References**

Regional water districts adding an
territory, see §§ 50.467 to 50.470, 50

### § 54.705. Grounds for Exclusi

**Cross References**

Regional water districts adding a
territory, see §§ 50.467 to 50.470, 5

### §§ 54.707 to 54.709.

**Cross References**

Regional water districts, adding a
territory, see §§ 50.467 to 50.470, 5

### §§ 54.711 to 54.715.

**Cross References**

Ogallala Water Import Authorit
land owners, inclusion under this
§ 64.262.

RAL DAL
MCP —
Judy —
Chris —


LLOYD, GOSSELINK, RYAN & FOWLER, P.C.
Attorneys at Law

Post Office Box 1725 Austin, Texas 78767
Office (512) 472-4551
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MARTIN C. ROCHELLE

JIM MATHEWS
TERESA B. SALAMONE
GEORGE V. BASHAM III
S. RHETT ROBINSON
ROGER G. WORTHINGTON



CITY OF SAN ANTONIO
DEPT. OF ENVIRONMENTAL MANAGEMENT
OFFICE OF THE DIRECTOR
1987 SEP 10 PM 3:30


September 9, 1987


RECEIVED
1987 SEP 14 PM 4:05
DEPT. OF PLANNING
CURRENT PLANNING
DIVISION


Mr. Frank Kiolbassa, Director
Department of Environmental Management
114 W. Commerce Street
11th Floor
San Antonio, Texas 78205

RE: Provision of Utility Services to Areas Within San Antonio Ranch New Town (49501:7.1)

Dear Frank:

At our meeting with Roland Lozano on August 24, 1987, there were some questions raised concerning the certificated service areas granted to the San Antonio Municipal Utility District No. 1 for provision of retail water and sewer service. I have once again reviewed Texas Water Commission files concerning these matters. Upon further review, the opinions expressed in my August 10, 1987 letter to Ashok Kaji concerning this matter remain the same. The Public Utility Commission, in Docket No. 18, did authorize to the San Antonio MUD No. 1 a service area for water and sewer utility service of the area within the MUD boundaries as well as the area generally referred to as San Antonio Ranch New Town. Therefore, if the City only annexes the area or a portion of the area of San Antonio Ranch New Town, and not the MUD, the District would still be a viable entity and would still have the authority to provide retail water and sewer service to the annexed area. It would appear that the City would be required to annex the MUD, thereby dissolving the District, in order for it to provide retail utility services to areas within the San Antonio Ranch New Town.

As an aside, I believe the City should consider petitioning the Texas Water Commission to amend its certificated service area, to include within its certificate of convenience and necessity (CCN), those areas which the City has recently begun providing retail sewer service to. In this was, the City can protect its right to continue serving such areas. I would be

happy to discuss the mechanism for making such an application with you, and the timeframes involved with such an application, at your convenience. If you have question concerning these matters or I may be of further service to you, please do not hesitate to call on me.

Sincerely,

Martin C. Rochelle

Martin C. Rochelle

MCR/jam
1S4:49501.3

cc: Mr. Greg Kuchy
Mr. Ashok Kaji
Mr. Roland Lozano

RECEIVED
1987 SEP 14 PM 3
DEPT. OF
CURRENT
DIVISION

2/21/73

FEB 28 1973

EXAS WATER RIGHTS COMMISSION
AUSTIN, TEXAS

A RESOLUTION

73-9-13

DECLARING IT TO BE THE INTENT OF THE CITY OF SAN ANTONIO, IN THE EXERCISE OF ITS REGULATORY AUTHORITY OVER THE AREA, THAT A PETITION SHOULD BE GRANTED FOR THE INCLUSION OF CERTAIN LAND IN SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1.

* * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

The petition which is attached to this Ordinance and made a part hereof is a petition requesting the City's consent that certain land be included in San Antonio Municipal Utility District No. 1, and such petition is hereby granted, subject to the terms and conditions set forth therein; provided however, Paragraph VI, Sub-paragraph (j) is amended as follows:

"(j) Prior to and as a condition to issuance of bonds for storm drainage facilities, on-site sanitary sewer collection lines or local benefit on-site water mains and water service lines, the district shall contract with developer, San Antonio Ranch, Ltd., in form approved by the City or the City Water Board as may be appropriate, to provide that in the event the City abolishes the district by annexing all of its area, acquiring all of its assets and assuming all of its liabilities, the developer will assume the pro-rata share of the interest and sinking fund of the then outstanding bonded indebtedness of the district, or its equivalent, which relates to all storm drainage facilities and all local benefit on-site water mains and water service lines which provide direct water service to a landowner abutting said mains, together with all sanitary sewer collection lines which are in platted areas. These conditions shall not apply, however, to off-site general benefit water mains; to sanitary sewer collection lines which are in areas platted exclusively for road right-of-way, utility easements, recreational green-belt areas and open space areas; or to on-site sewer collection lines and on-site water mains which are required to be oversized by the City or the City Water Board."

PASSED AND APPROVED this 22nd day of February,

John Gatti
M A Y O R

ATTEST: J H Sunlmann
City Clerk

APPROVED AS TO FORM: Howard C. Walker
City Attorney

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personal appeared JOHN GATTI, Mayor of the City of San Antonio, a munici

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 as the act and deed of the City of San Antonio and in the capacity therein stated.

WITNESS MY HAND AND SEAL OF OFFICE this 22nd day of February, A.D., 1973.

Notary Public, in and for Bexar County, Texas

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

I, J. H. Inselmann, City Clerk of the City of San Antonio, Texas, do hereby certify that the within and foregoing is a true and correct copy of Resolution No. 73-9-13, passed by the City Council and approved by the Mayor of said City on the 22nd day of February, 1973, as same appears in the records of my office.

WITNESS MY HAND AND SEAL OF THE CITY, this 22nd day of February, 1973.

City Clerk of the
City of San Antonio, Texas

PETITION FOR CONSENT TO INCLUDE
LAND IN A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY
COUNCIL OF THE CITY OF SAN ANTONIO:

The undersigned, hereinafter called "Petitioners," being the holders of title to a majority in value of the lands hereinafter described, as such values are indicated by the tax rolls of Bexar County, Texas, acting pursuant to the provisions of Section 54.016, Texas Water Code, respectfully petition for the inclusion of land in a municipal utility district, hereinafter called "District," within the terms and provisions of Section 59, Article 16, Constitution of Texas. In support of this petition for consent to include said lands within the District, Petitioners show as follows:

I.

The name of the district will be "San Antonio Municipal Utility District No. 1."

II.

The area of the land to be included in the district contains 3160 acres, more or less, and lies wholly within Bexar County, Texas. No part of said area is within the limits of any incorporated city or town. Under the provisions of the Municipal Annexation Act (Article 970a, V.T.C.S.), said area is partially within the extraterritorial jurisdiction of the City of San Antonio and is not within such jurisdiction of any other city.

III.

The land, described by metes and bounds, sought to be included within the area of the district, is described in Exhibit "A" attached to this Petition.

IV.

The District will be organized for the purposes of, and the general nature of the work proposed to be done, shall be the

purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to provide a water supply for municipal uses, domestic uses and commercial purposes; collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state and to provide for a comprehensive sanitary sewer monitoring system so as to prohibit any potential pollution of the Edwards Underground Aquifer; gather, conduct, divert, and control local storm water or other local harmful excesses of water in the district; the operation of a comprehensive and continuous street sweeping effort to provide adequate sanitary conditions to prevent pollution to the Edwards Underground Aquifer; create an appropriate governmental unit to operate and maintain the recreation greenbelt and natural area open space which will be developed and provided as a part of the development; and the payment of organization expenses, operational expenses during construction, and interest during construction.

V.

There is a necessity for the above improvements described for the following reasons: The area of the district is located in the northwest quandrant of Bexar County in the proximity of the University of Texas at San Antonio and is proposed for development under the Department of Housing and Urban Development new town concept. The area of the district is urban in nature, is within the growing environs of San Antonio, and is in close proximity to populous and developed sections of Bexar County. The area within the district will, within the immediate future, experience a substantial and sustained residential and commercial growth. At the present time, the area is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities. The health and welfare of the future inhabitants of the area and of territories adjacent thereto,

as well as the protection of the quality of the water in the Edwards Underground reservoir, require the installation and acquisition of an adequate water supply and sewage disposal system and an adequate drainage system for and within the area of the proposed district.

A public necessity exists for the organization of the proposed district to provide for the purchase, construction, extension, improvement, maintenance and operation of water and sanitary sewer systems, drainage facilities and recreational greenbelt and natural area open space to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

Petitioners request consent for the inclusion of the aforesaid lands in a municipal utility district under the following conditions, until such time as said conditions may be changed by City ordinance or resolution, either specific or general:

(a) The district shall be created by the general laws of Texas applicable to municipal utility districts including without limitation those conferred by Chapter 54, Title 4, Water Code, but if any provision of the general law is in conflict or inconsistent with the special provisions listed below, the special provisions listed below shall prevail over those contained in Chapter 54.

(b) Bonds will be issued by the district for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of San Antonio, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities and recreational greenbelt and natural open space areas, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services only within the boundaries of the district and the area of San Antonio Ranch New Town. Such bonds will expressly provide that the district reserves the right to redeem said bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% par; provided that the net effective interest rate on bonds so sold, taking into

account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not less than fifteen (15) nor more than forty-five (45) days after notice of sale of the bonds is given. No land will be added or annexed to the district except that which is within the area of San Antonio Ranch New Town until the City of San Antonio has given its written consent by resolution of the City Council to such addition or annexation.

(c) Before the commencement of any construction within the district, the district, its directors, officers or the developers and landowners will submit to the City of San Antonio or the City Water Board as may be appropriate, all plans and specifications for the construction of water, sanitary sewer and drainage facilities to serve such district and such plans and specifications shall be approved by the City. Prior to the construction of such facilities within the district, the district or its engineer will give written notice to the City or the City Water Board as may be appropriate stating the date that construction will be commenced. The construction of the district's water, sanitary sewer and drainage facilities shall be in accordance with the approved plans and specifications and shall equal or exceed applicable standards, specifications and criteria of the City of San Antonio or the City Water Board as may be appropriate. During the progress of the construction and installation of facilities, the City of San Antonio or the City Water Board as may be appropriate shall be authorized to make field inspections of the project.

(d) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the district will obtain the approval of a Planning Commission of the City of San Antonio of a plat which will be duly recorded in the Map and Plat Records of Bexar County, Texas, and otherwise comply with the rules and regulations of the Planning Department of the City of San Antonio.

(e) The district shall purchase its entire water supply for domestic, municipal and industrial uses from the City Water Board at the Board's established OCL rates, and the district shall be specifically prohibited from drilling any new well or from utilizing any existing water wells for the above stated uses. The district may use on-site production capacity for irrigation of public recreational greenbelt and natural open space areas and for other public recreational facilities.

(f) Any contract entered into by the district with other persons, corporations (public or private), municipal corporations (except the City of San Antonio), political subdivisions of the State of Texas, and others, for the purchase of water or for sewage disposal shall not be binding on the City of San Antonio or the City Water Board in the event that all or any part of the District is annexed by the City of San Antonio, and as a result of said annexation the City of San Antonio acquires all of the assets of the district and assumes all of its liabilities and duties.

(g) There shall be no privately owned water mains, water service lines, or water supply wells within the district.

(h) Professional fees paid by the district shall be reasonable and consistent with fees established by the Municipal Advisory Council of Texas, Section X, Addendum to the June, 1965 Revision; fees recommended by the State Bar of Texas; and engineering fees established by the Texas Society of Professional Engineers, respectively.

(i) All financial records of the district shall be audited annually by a certified public accountant approved by the City of San Antonio, and copies of the audit report shall be submitted to the City of San Antonio and to the City Water Board within 30 days after completion of the audit.

(j) Should the City abolish the district by annexing all of its area, acquiring all of its assets and assuming all of its liabilities, the developer agrees to assume the pro-rata share of the sinking fund obligation of the district which relates to all storm drainage facilities, together with all sanitary sewer collection lines within platted areas; provided however, this requirement shall not apply to areas platted exclusively for road right-of-way, utility easements, recreational greenbelt areas and open space areas or to on-site sewer collection lines required to be oversized by the City.

(k) The district shall not employ a tax-assessor-collector who is related in anyway to anyone holding as much as five (5) percent of land within the district.

(l) The developer shall provide notice to prospective purchasers of land that the land is within the boundaries of a municipal utility district which has the power to levy an unlimited tax.

VII.

It is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately $25,000,000, plus interest during construction.

WHEREFORE, Petitioners respectfully pray that this petition be granted in all respects and that the City of San Antonio give its written consent to the inclusion of the aforesaid land in said district.

Dated at Bexar County, Texas, this 9 day of February, 1973.

San Antonio Ranch, Ltd.
by New Town Management
Company, Ltd.,
by GRHR, Ltd.,
by RGH, Ltd.,

By: Bob Honts
BOB HONTS,
General Partner

Hayden W. Head
HAYDEN W. HEAD

Annie Blake Head
ANNIE BLAKE HEAD, Individually and as Testamentary Trustee for Randolph Blake Farenthold, Deceased

JAMES LAWRENCE WOOD, Trustee for the Lambert-James Lawrence Wood Trust, Lambert-Pattie Claire Wood Wofford Trust, Lambert-Marie Jean Farley Trust, Lambert-Catherine Elizabeth Searcy Trust, and Lambert-Richard Lambert Wood Trust

PATTIE CLAIRE WOOD WOFFORD, Trustee for the Lambert-James Lawrence Wood Trust, Lambert-Pattie Claire Wood Wofford Trust, Lambert-Marie Jean Farley Trust, Lambert-Catherine Elizabeth Searcy Trust, and Lambert-Richard Lambert Wood Trust

CATHERINE ELIZABETH SEARCY, Trustee for the Lambert-James Lawrence Wood Trust, Lambert-Pattie Claire Wood Wofford Trust, Lambert-Marie Jean Farley Trust, Lambert-Catherine Elizabeth Searcy Trust, and Lambert-Richard Lambert Wood Trust

RICHARD LAMBERT WOOD, Trustee for the Lambert-James Lawrence Wood Trust, Lambert-Pattie Claire Wood Wofford Trust, Lambert-Marie Jean Farley Trust, Lambert-Catherine Elizabeth Searcy Trust, and Lambert-Richard Lambert Wood Trust

DOCKET NO. 18

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| PPLICATION FOR A CERTIFICATE OF ONVENIENCE AND NECESSITY OF FASHING-EGGY WATER SUPPLY CORPORATION, et al, NCERNING THE COUNTIES OF ATASCOSA, AR, COMAL, GUADALUPE, KENDALL, AND LSON | PUBLIC UTILITY COMMISSION OF TEXAS |

ORDER

In public meeting at its offices in Austin, Texas, the Public Utility Commission of Texas nds that after statutory notice was given to the public and to interested parties, the above yled applications were heard by one Examiner, and the record was reviewed by other Examiners o prepared and filed a Report, in consultation with the hearing Examiner, containing Finding Fact and Conclusions of Law, which Examiner's Report is adopted and made a part hereof.

IT IS THEREFORE ORDERED that a Certificate of Convenience and Necessity be issued to the llowing parties for a retail water utility service area:

1. Certificate No. 10648, Fashing-Peggy Water Supply Corporation, the service area in Karnes, Atascosa, and Live Oak Counties consisting of facilities being utilized or in the ground on September 1, 1975, shown by blue shaded lines on maps Exhibits G-1, G-2, and G-3;

2. Certificate No. 10649, McCoy Water Supply Corporation, the service area in Atascosa and Live Oak Counties consisting of facilities being utilized or in the ground on September 1, 1975, shown by a blue shaded facility line on map marked Exhibits G-4, G-5, and G-6;

3. Certificate No. 10650, Shalimar Water Corporation, the service area in Atascosa Count in black shaded area on map designated Exhibit G-7 for the northern portion of Atascos County which area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

4. Certificate No. 10651, Primrose Water Corporation, the service area in Atascosa Count in a black pencil shaded area on map designated Exhibit G-8. The area is approximate 5 to 15 per cent larger than that encompassed by the facilities shown as operated on September 1, 1975;

5. Certificate No. 10654, City of Shavano Park, the service area in Bexar County designated by red pencil shaded area on map marked Exhibit G-9. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

6. Certificate No. 10653, Canyon Lake Forest Utilities, Inc., the service areas in Comal County in pink, orange, turquoise, and yellow on maps designated Exhibits G-10 and G-11. The areas are approximately 5 to 15 per cent larger than those encompassed by t facilities shown as operated on September 1, 1975;

7. Certificate No. 10652, Canyon Lake Utilities, Inc., the service area in Comal County an area outlined in blue pen on a map designated as Exhibit G-12. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

8. Certificate No. 10692, Canyon Enterprises, Inc., the service area in Comal County in a yellow shaded area on a map designated Exhibit WM 962.1-75. The area is approximately 5 to 15 per cent larger than that encompassed by the facilities shown as operated on September 1, 1975;

9. Certificate No. 10696, General Utilities, Inc., the service areas in Comal County outlined in blue ink on map marked Exhibit WM 105.1-76. The areas are approximately 5 to 15 per cent larger that those encompassed by facilities shown as operated on September 1, 1975;

10. Certificate No. 10697, Solms Water Supply Corporati. the service area in Comal and Guadalupe Counties outlined in purple on map WM 159.1-75. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975. That area of the city limits of New Braunfels which is encompassed t the service area designated for Solms Water Supply Corporation is supplied, by agreement between the City of New Braunfels and Solms Water Supply Corporation, by the Soln Water Supply Corporation;

11. Certificate No. 10698, City of Seguin, the service area in Guadalupe County in yellow ink on a map designated WM 108.2-75. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975. The area also includes that area encompassed by facilities outside the city limits and 20 feet of any point along its distribution lines outside the city limits. The Springs Hill Water Supply Corporation and the City of Seguin where the lines are in conflict should both have rights to those facilities in place or under construction as of September 1, 1975, and the distance between these lines should be divided equally betwee the two utilities to provide a buffer against future crossing of lines;

12. Certificate No. 10699, Gardendale Water Supply Corporation, the service area in Bexar County consisting of facilities being utilized or in the ground on September 1, 1975, in green lines on map WM 280-75;

13. Certificate No. 10700, Tom J. Sheridan Properties, Inc., the eleven service areas in Comal County in a pink shaded area on map WM 497.17-75 and map G-13. The properties designated are Canyon Lake Village, Units 1, 2, 3, 4, 5, & 6; Canyon Lake Village West Units 1, 2, 3, 4, & 5; Village Shores, Units 1 & 2; Astro Hills, Units 1 & 2; Skyline Acres; Little Ponderosa, Unit 2; Scenic River Properties, Unit 2, and Sadler Estates; Sadler Village, Units 1, 2, 3, 4, 5, 6, & 7; Sadler Business Properties; and Sadler Trailer Village. The subdivisions' total area is approximately 5 to 15 per cent larg than that encompassed by the facilities shown as operated on September 1, 1975;

14. Certificate No. 10701, City of Converse, the service area in Bexar County outlined in green on map WM 71.3-76. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

15. Certificate No. 10693, Leon Springs Villa Water Company, the service area in Bexar County consisting of facilities being utilized or in the ground on September 1, 1975, in a red shaded area on map G-14. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

16. Certificate No. 10654, Bexar County Water Control and Improvement District #10, the service area in Bexar County on map WM 711.2-75. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

17. Certificate No. 10695, San Antonio Municipal Utility District #1, the "proposed" and "existing" service areas for water in Bexar County in a red shaded area on map G-15. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

18. Certificate No. 10681, Schaefer Road Rural Water Supply Corporation, the service area in Bexar County on a map designated WM 499.1-75. The service area is defined by a re line with the area extending only as far south as IH 10 running east and west which forms the southern boundary of the service area. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

19. Certificate No. 10683, Kings Point Water Supply Corporation, the servicr area in Bexa County in red on map G-16. The area is approximately 5 to 15 per cent larger than th encompassed by facilities shown as operated on September 1, 1975;

20. Certificate No. 10682, Twin Valley Water Corporation, the service area in Bexar Count in red on map G-17. The area is approximately 5 to 15 per cent larger than that enco passed by facilities shown as operated on September 1, 1975;

21. Certificate No. 10684, City of Elmendorf, the service area in Bexar County in blue pe on map WM 394.1-75. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

22. Certificate No. 10656, Three Oaks Water Supply Corporation, the service area in Wilso and Karnes Counties consisting of facilities being utilized or in the ground on Septe ber 1, 1975. The facilities are designated by blue shaded lines on maps WM 237.1-75 and WM 237.2-75;

23. Certificate No. 10655, East Central Water Supply Corporation, the "existing" and "pro posed" water service areas in a pink shaded and crossed hatched area on Wilson County map WM 30.4-75, Guadalupe County map WM 30.6-75, and Bexar County maps WM 30.5-75 and WM 30.7-75. The service area includes both the existing and proposed areas;

24. Certificate No. 10657, Meadowood Acres Water Corporation, the service area in Bexar County as shown on map WM 248.1-75 outlining the subdivision of Meadowood Acres. The area is approximately 5 to 15 per cent larger than that encompassed by facilities sho as operated on September 1, 1975;

25. Certificate No. 10658, Sunko Water Supply Corporation, the service area in Wilson and Karnes Counties consisting of facilities being utilized or in the ground on September 1, 1975. The facilities are designated by blue shaded lines on maps WM 292.1-75 and WM 292.2-75;

26. Certificate No. 10659, Bentwood Subdivision Water System, the service area in Wilson County in a blue shaded oval on map WM 600.1-75. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

27. Certificate No.10647, Oak Hills Water Supply Corporation, the service area in Wilson County consisting of facilities being utilized or in the ground on September 1, 1975. The facilities are designated by a blue shaded line on map WM 299.1-75;

28. Certificate No. 10660, City of Stockdale, the service area in Wilson County consistin of the city limits as designated on map WM 130.1-76;

29. Certificate No. 10661, Tower Lake Estates Water System, the service area in Wilson Co ty consisting of the facilities being utilized or in the ground on September 1, 1975. The facilities are designated by a blue line on map WM 601.1-75;

30. Certificate No. 10662, City of Poth, the service area in Wilson County consisting of its city limits as shown on map WM 465-75;

31. Certificate No. 10663, C. F. Stevens Water Company, the service area in Comal County consisting of those facilities being utilized or in the ground on September 1, 1975, on map WM 355-76;

32. Certificate No. 10685, Kendall County Water Control and Improvement District #1, the service area in Kendall and Kerr Counties consisting of the city limits of Comfort, Texas, as shown on map G-17 plus the facilities outside the city limits and 200 feet of any point along its distribution lines that are outside its city limits;

33. Certificate No. 10685, City of Alamo Heights, the service area in Bexar County in gre plus the red area on map WM 227.1-75. The service area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 197

34. Certificate No. 10687, Dobbins & Schweers, the service area in Bexar County in red on map WM 464.5-75. The service area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

35. Certificate No. 10646, Green Valley Water Supply Corporation, the service area on map WM 494-75 in brown pencil encompassing portions of Guadalupe, Bexar, and Comal Counties. The area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

36. Certificate No. 10688, City of Floresville, the service area in Wilson County consisting of its city limits as shown on map WM 409.1-75 plus that area encompassed by its facilities outside its city limits and 200 feet of any point along its distribution lines outside the city limits;

37. Certificate No. 10312, City of Martindale, the service area in Guadalupe County consis ing of the facilities being utilized or in the ground on September 1, 1975, as shown on map WM 401.2-75;

38. Certificate No. 10689, City of LaVernia, the service area in Bexar County consisting of the facilities being utilized or in the ground on September 1, 1975, as shown on map WM 410.1-75;

39. Certificate No. 10664, Hill Country Water Works, the service area in Bexar County designated within a green and black line on map WM 427.1-75 plus that area encompassed by its facilities outside that line and 200 feet of any point along its distribution lines outside that line;

40. Certificate No. 10664, Windy's Water Works, the service area in Bexar County designated within a red boundary line on map WM 35-75. The area extends north on Highway 281 to Farm Road 1518 and extends no farther than 200 feet to either side of the center line of Highway 281;

41. Certificate No. 10665, City of Poteet, the service area in Atascosa County consisting of a geographical area with a brown boundary line diagramed as set forth on map WM 58 76. The brown boundary line designates an area including the city limits for Poteet plus an extra territorial jurisdiction area of one half mile outside the city limits;

42. Certificate No. 10666, Springs Hill Water Supply Corporation, the service area in Guadalupe County consisting of a yellow shaded area as set forth on map WM 21-75. The Springs Hill Water Supply Corporation and the City of Seguin, where their lines are in conflict, shall both have certification as to those facilities being operated or under construction as of September 1, 1975, and the distance between these lines shall be divided equally between the two utilities to provide a buffer against future crossing of lines;

43. Certificate No. 10667, Bexar County Water Control and Improvement District #17, the service area in Bexar County consisting of a geographical area designated in yellow on map WM 1.4-76;

44. Certificate No. 10668, Forest Glen Utility Company, Inc., the service area in Bexar County consisting of a geographical area shaded in red encompassing approximately 2,000 acres as diagramed on map WM 630.1-75;

45. Certificate No. 10669, Fox Run Water Company, the service area in Bexar County consisting of a geographical area within a red boundary line diagramed as set forth on map WM 170-75;

46. Certificate No. 10670, Bexar County Water Control and Improvement District #13, the service area in Bexar County consisting of a geographical area within a red boundary line as set forth on map WM 565.1-75;

47. Certificate No. 10671, Denton Utility Company, the service area in Bexar County consisting of a geographical area within a black and red shaded boundary as set forth on map WM 304.3-76 known as the Encino Park Subdivision;

48. Certificate No. 10680, North San Antonio Hills Water Company, the service area in Bexar County described on maps WM 10.5-76 and WM 10.6-76;

49. Certificate No. 10672, Leon Valley Utility Company, the service area in Bexar County consisting of a geographical area shaded in green diagramed on map WM 833-75;

50. Certificate No. 10690, Leon Valley Water Supply Company, the service area in Bexar County consisting of a geographical area within an orange colored boundary line as set forth on map WM 148.2-76;

51. Certificate No. 10677, City of New Braunfels,the service area in Comal County consisting of a geographical area shaded in green on map G-18 which includes areas within its city limits plus that area encompassed by its water facilities outside its city limits and 200 feet of any point along its distribution lines outside the city limits. Those areas within the city limits not shaded are to be served by contract by other utiliti

52. Certificate No. 10691, Comal and Guadalupe Counties Water Control and Improvement District, Clear Springs, the service area in Comal and Guadalupe Counties consisting of a geographical area shaded in yellow on map WM 457.1-75. That portion of the service area which falls within the City of New Braunfels to be served by contract with the City of New Braunfels by the Comal and Guadalupe Counties Water Control and Improvement District, Clear Springs;

53. Certificate No. 10673, Southwest Utility Company, the service area in Bexar County consisting of the following described areas; a geographical area within a green boundary located on map G-19 and a geographical area located within a green and yellow boundary on map G-20;

54. Certificate No. 10679, R. C. Water Company, the service area in Bexar County consisting of a geographical area shaded in red as diagramed on map WM 447.1-75;

55. Certificate No. 10675, Bexar Metropolitan Water District, the service area in Bexar County diagramed on map WM 964-75 within a green and red shaded area;

56. Certificate No. 10640, City Water Board of San Antonio, the service area in Bexar County diagramed in an area outlined in yellow on maps designated G-21 and G-22. Adjacent to and encompassed by the service area of the City of San Antonio are sever green shaded areas on these two maps. The shaded areas represent the several other public and private water systems within the territory of San Antonio's service area. On file with the Commission are agreements between the City of San Antonio and the fo lowing companies that they each shall provide water service within their designated service area; (a) Alamo Heights Water Company; (b) Bexar Metropolitan Water District. (c) R. C. Water Company d/b/a One North Place, Twin Creek, and Forest Glen Utility Company; (d) Timber Creek Utility District; (e) Lackland Utilities; (f) Great Northw Utilities; (g) Valencia Water Company; (h) Southwest Utility Company; (i) East Centr Water Supply Corporation; (j) Gardendale Water Supply Corporation; (k) Bexar County W. C. & I. D. #10; (l) Bexar County W. C. & I. D. #13; (m) Encino Park Municipal Uti District; (n) Hill Country Water Works Company; (o) City of Shavano Park Water Syste (p) Bexar County W. C. & I. D. #17; (q) North San Antonio Hills Water Company; (r) Fo Run Water Company; (s) Dobbins and Schweers Water Company; (t) Valley Forge Subdivis (u)Camelot Subdivision; (v) East Village Subdivision; (w) Valley Hi Subdivision; (x) dian Creek Subdivision; (y) Heritage Farms Subdivision; (z) Adam's Hill Subdivision; (aa) Wildwood Subdivision; (bb) Babcock North Subdivision; (cc) Greenway Subdivision; (dd) Lackland City Subdivision. The service area of the City of San Antonio includes its city limits plus its extra territorial jurisdiction of 5 miles;

57. Certificate No. 10676, City of Boerne, the service area in Kendall County consisting its present service area diagramed in red and a proposed service area diagramed in g on map WM 374-75. The entire service area is within the red and green shaded portio on the map. The service area also extends north on Road 1376 as designated by a red line. It includes 200 feet to either side from the center line of that road;

58. Certificate No. 10734, Ray Ellison Industries d/b/a Camelot Subdivision, East Village Subdivision, Lackland City Subdivision, Wildwood Subdivision, Babcock North Subdivis Valley Hi Subdivision, Indian Creek Subdivision, Heritage Farm Subdivision, Adam's H Subdivision, and Greenway Subdivision, the service areas in Bexar County diagramed o map WM 25.6-76 in a black and green shaded line. More specifically, the water servi area is defined as follows: (a) the Camelot Subdivision, Units 38, 45, & 47 outlined in red on map G-25; (b) East Village Subdivision, Units 48-A and 49-A outlined in red on map G-25; (c) Lackland City Subdivision, Units 154, 155, 160, 221, 222, and 224 o lined in red on maps WM 25-76-C-10 and WM 25-76-C-11; (d) Wildwood Subdivision diagr on maps G-26 and G-27; (e) Babcock North Subdivision, a 738 acre tract of land shaded in blue on map G-28; (f) Valley Hi Subdivision, a blue shaded area on map G-28; (g) Indian Creek Subdivision, a blue shaded area on map G-28; (h) Heritage Farm Subdivis a blue shaded area on map G-28; (i) Adam's Hill Subdivision, a blue shaded area on m G-28; (j) Greenway Subdivision, a 300 acre tract shaded in blue on map G-28;

59. Certificate No. 10674, City of Universal City, the service area in Bexar County diagramed on map G-28 by a broken line which represents the city limits of Universal Ci Where the city limits of Universal City, which is its water service area, overlaps t water service area of the Booker Public Utility District, the two utilities are joint certificated for that overlap area. The common boundary between the City of Selma a the City of Universal City for the purpose of water utility certification shall be t common boundary as described in a Judgment rendered in Cause No. 74CI-429 in the 73rd Judicial District Court of Bexar County, Texas, styled City of Selma vs City of Uni sal City. A copy of the judgment is attached to the report as Exhibit I;

60. Certificate No. 10673, Booker Public Utility District, the service area in Bexar Co The boundaries of the utility district are set forth on map G-29 consisting of a geographical area within a broken green line. Where the Booker Public Utility District water service area overlaps with that of the City of Universal City there shall be d certification;

61. Certificate No. 10643, Village Utility Company, the service area in Bexar County as s forth on map WM 171.1-75 in a geographical area outlined by a blue line. This area r presents the "present service area" and is certificated. The area outlined in red o that map is a service area falling completely within that of the City of Universal Ci That area shall be certificated to the City of Universal City;

62. Certificate No. 10644, Valencia Water Company, t . service areas in Bexar County as follow: (1) The Valley Forge portion of the service area is encompassed by a red line diagramed on map WM 172-75. (2) The Valencia Subdivision portion of the service area is diagramed by a red line on map WM 172.2-75 encompassing the Valencia Subdivision. (3) The third portion of the service area is encompassed by the city limits of the Cit of Selma as shown on map G-30 by that area encompassed by a broken black line. The cc mon boundary between the City of Selma and the City of Universal City for the purposes of water utility certification shall be that common boundary as described in a Judgment rendered in Cause No. 74CI-429 in the 73rd Judicial District Court of Bexar Count. Texas, styled City of Selma vs City of Universal City. A copy of the judgment is attached to the Examiner's Report as Exhibit I;

63. Certificate No. 10645, City of Schertz, the service area in Guadalupe, Comal, and Bexar Counties as set forth on map G-31 and outlined by a black line representing the city limits of Schertz. The area extends into 3 counties as shown on maps WM 515.2-76 WM 515.3-76, and WM 515.4-76.

The sewer service areas shall be certificated as follows:

1. Certificate No. 20270, City of Sequin, the service area in Guadalupe County on a map approximately 5 to 15 per cent larger than that encompassed by facilities shown as ope ated on September 1, 1975; plus that area encompassed by its sewer facilities outside the city limits and 200 feet of any point along its distribution lines outside its city limits;

2. Certificate No. 20286, City of Converse, the service area in Bexar County outlined in green on map SM 37-76 plus the facilities shown outside the green line which is approx imately 5 to 15 per cent larger than that encompassed by the facilities shown as operated on September 1, 1975;

3. Certificate No. 20287, Bexar County Water Control and Improvement District #10, the service area in Bexar County on map SM 364-75 consisting of the utility district boundary which boundary encompasses an area approximately 5 to 15 per cent larger than tha encompassed by the facilities shown as operated on September 1, 1975;

4. Certificate No. 20298, San Antonio Municipal District #1, a "proposed" and "existing" service area for sewer in Bexar County in a red shaded area on map WM 1068.1-75. Both the proposed and existing areas shall comprise the service area which is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

5. Certificate No. 20289, City of Stockdale, the service area in Wilson County on map SM 130.5-76 consisting of the city limits;

6. Certificate No. 20276, City of Poth, the service area in Wilson County consisting of its city limits as shown on map WM 465.1-75;

7. Certificate No. 20277, Kendall County Water Control and Improvement District #1, the service area in Kendall and Kerr Counties consisting of the city limits of Comfort, Texas, as shown on map G-17 plus the facilities outside the city limits and 200 feet of any point along its distribution lines that are outside its city limits;

8. Certificate No. 20278, City of Alamo Heights, the service area in Bexar County as show on map WM 227.1-75 in green which area is approximately 5 to 15 per cent larger than that encompassed by facilities shown as operated on September 1, 1975;

9. Certificate No. 20279, City of Floresville, the service area in Wilson County consisting of its city limits as shown on map SM 110.1-75 plus that area encompassed by its facilities outside the city limits and 200 feet of any point along its distribution lines outside the city limits;

10. Certificate No. 20280, City of LaVernia, the service area in Bexar County consisting o facilities being utilized or in the ground on September 1, 1975, as shown on map SM 111.1-75;

11. Certificate No. 20268, City of Poteet, the service area in Atascosa County consisting of a geographical area within an orange boundary line diagramed as set forth on map SM 24-76. The orange boundary line designates an area including the city limits of Poteet plus an extra-territorial jurisdiction of one half mile outward from the city limits;

12. Certificate No. 20290, Bexar County Water Control and Improvement District #13, the service area in Bexar County consisting of a geographical area within a red boundary line set forth on map WM 565.1-75;

13. Certificate No. 20269, Denton Utility Company, the service area in Bexar County in a geographical area within a black and red shaded boundary as set forth on map SM 304.3 -76;

14. Certificate No. 20281, Leon Valley Utility Company, the service area in Bexar County consisting of a geographical area shaded in red diagramed on map SM 451-75;

15. Certificate No. 20282, City of New Braunfels, the service area in Comal County consisting of a geographical area shaded in green on map SM 11.1-75;

16. Certificate No. 20283, Southwest Utility Company, the service area in Bexar County consisting of the following described areas: a geographical area within a green boundary line located on map G-19 and a geographical area located within a green and yellow boundary line on map G-20;

17. Certificate No. 20284, R. C. Water Company, the service area in Bexar County consisting of a geographical area shaded in red on map WM 447.1-75;

18. Certificate No. 20285, City Water Board of San Antonio, the service area in Bexar County described on map G-23. The sewer service area is outlined by a green line on that map. The City of San Antonio and Lackland Utilities shall have certification for that area of overlap between those utilities falling within the city limits of San Antonio. The sewer service area shall be the city limits of San Antonio plus an extra-territorial jurisdiction of 5 miles;

19. Certificate No. 20273, City of Boerne, the service area in Kendall County as diagramed on map G-24. The service area, both existing and proposed, is represented on that map in a green and red shaded area. There being no competing utilities in the proposed area, the City of Boerne shall be certificated for its present service area and the proposed extension;

20. Certificate No.20274, Ray Ellison Industries, the service area in Bexar County diagramed on map SM 3-76 in a blue shaded line. The area includes what is known as the Medio Creek Water Shed and the following more specifically described areas: (a) Lackland City Subdivision, Units 154, 155, 160, 221, 222, and 224 outlined in red on maps WM 25-76-C-10 and WM 25-76-C-11; (b) Valley Hi Subdivision located in a blue shaded area on map G-28. (c) Indian Creek Subdivision located in a blue shaded area on map G-28 and (e) Adam's Hill Subdivision located in a blue shaded area on map G-28;

21. Certificate No. 20275, City of Universal City, the service area in Bexar County identical to the water service area diagramed on map G-29 by a broken black line representing the city limits of Universal City. There is, however, no certification for sewer service with the overlap area with the Booker Public Utility District. Where the two districts overlap, the City of Universal City shall be certificated for sewer collection. The common boundary line between the City of Selma and the City of Universal City for the purpose of sewer utility certification shall be that common boundary as described in Judgment rendered in Cause No. 74CI-429 in the 73rd Judicial District Court of Bexar County, Texas, styled City of Selma vs. City of Universal City. A copy of that Judgment is attached to the Examiner's Report as Exhibit I;

22. Certificate No. 20272, Village Utility Company, the service area in Bexar County as set forth on map WM 171.1-75. The sewer service area is described by a geographical area within a red line on that map. Village Utility Company shall have that service area plus 200 feet to either side of any point along its distribution lines which extend outside the service area which distribution line is represented by a green line on map WM 171.1-75;

23. Certificate No. 20271, City of Schertz, the service area in Guadalupe, Comal, and Bexar Counties as set forth on map G-32 and outlined by a black line representing the city limits. The sewer service area extends into 3 counties as shown on maps SM 234.1-76, SM 234.2-76, and SM 234.3-76.

24. The following utilities filed insufficient information with the Commission and should not be certificated pending another hearing for which they shall recieve notice:

A. Atascosa Rural Water Supply Corporation
B. Crystal Clear Water Supply
C. B. & W. Homes, Inc. Water System
D. City of Jourdanton
E. Atascosa County W.C. & I.D. #1
F. Lakeside Utilities
G. Lake McQueeney Estates
H. City of Cibolo
I. Trailer City Water Co.

For those utilities which failed to provide appropriate maps of their facilities or faile ) submit the appropriate information, an opportunity for corrective action will be given. Al ɔplications of those applicants who did not appear at the hearing or failed to file an affida ı lieu of appearance at the hearing are dismissed without prejudice and may be refiled and ɜard at a later date.

This Order entered by the Commission shall constitute the Certificate of Convenience and ɜcessity for each party until formal certificates are issued by the Commission.

All Certificates issued shall be non-exclusive and shall be subject to amendment or revo- ıtion in whole or in part by the Commission upon a showing of public convenience and necessit ıd such Certificates shall be issued subject to all laws, rules, and conditions for "Certifi- ıtes of Convenience and Necessity."

ISSUED AT AUSTIN, TEXAS on this the _____ day of _____, 1977.

PUBLIC UTILITY COMMISSION OF TEXAS

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This Proposed Order is to be submitted to the Commission for consideration.

DOCKET NO. 18

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| APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY OF FASHING-PEGGY WATER SUPPLY CORPORATION, et al, CONCERNING THE COUNTIES OF ATASCOSA, BEXAR, COMAL, GUADALUPE, KENDALL AND WILSON | PUBLIC UTILITY COMMISSION OF TEXAS |

Public Utility Commission of Texas
RECEIVED
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BY
Information Services

ORDER

In public meeting at its offices in Austin, Texas, the Public Utility Commission of Texas finds that after statutory notice was given to the public and to interested parties, the above-styled applications were heard by one Examiner, and the record was reviewed by another Examiner, who prepared and filed a report, in consultation with the Hearings Examiner, containing findings of fact and conclusions of law, which Examiner's Report and recommended Order is adopted and made a part hereof with the following exceptions:

1. Finding of Fact No. 25 should read as follows:

"City Water Board of San Antonio made an appearance at the hearing and requested certification for a retail water service area in Bexar County. The proposed water service area is diagramed in an area outlined in yellow on maps designated G-21 and G-22. Adjacent to and encompassed by the service area of the City of San Antonio are several green shaded areas on these two maps. The shaded areas represent the several other public and private water systems within the territory of San Antonio's service area. On file with the Commission are agreements between the City of San Antonio and the following companies that they each shall provide water service within their own designated service areas: (a) Alamo Heights Water Company; (b) Bexar Metropolitan Water District; (c) R. C. Water Company d/b/a One North Place, Twin Creek, and Forest Glen Utility Company; (d) Timber Creek Utility District; (e) Lackland Utilities; (f) Great Northwest Utilities; (g) Valencia Water Company; (h) Southwest Utility Company; (i) East Central Water Supply Corporation; (j) Gardendale Water Supply Corporation (k) Bexar County W.C. & I.D. #10; (l) Bexar County W.C. & I.D. #13; (m) Encino Park Municipal Utility District; (n) Hill County Water Works Company; (o) City of Shavano Park Water System; (p) Bexar County W.C. & I.D. #17; (q) North San Antonio Hills Water Company; (r) Dobbins and Schweers Water Company; (s) Valley Forge Subdivision; (t) Camelot Subdivision; (u) East Village Subdivision; (v) Valley Hi Subdivision; (w) Indian Creek Subdivision; (x) Heritage Farms Subdivision; (y) Adam's Hill Subdivision; (z) Wildwood Subdivision; (aa) Lackland City Subdivision. The proposed water service area of the City of San Antonio also includes its extra-territorial jurisdiction of five miles. With a production capacity of 443 million gallons per day pumped from the Edwards Reservoir, the City of San Antonio can adequately serve all wholesale and retail customers within its area. In the year 1975 the peak demand of the City of San Antonio Water System was only 202.8 million gallons per day. Its application for a Certificate of Convenience and Necessity was filed on 12-12-75."

2. Finding of Fact No. 26 should reas as follows:

"The City of San Antonio Dept. of Public Works made an appearance at the hearing and requested certification for a retail sewer service area in Bexar County. The City of San Antonio has a sewer treatment capacity of 115 million gallons per day. The Examiner takes notice of the contracts for sewer treatment which the City of San Antonio has made with various utility companies within and adjacent to its service area boundary

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fication shall be that common boundary as described in a Judgment rendered in Cause No. 74CI-429 in the 73rd Judicial District Court of Bexar County, Texas, styled City of Selma vs. City of Universal City. A copy of that judgment is attached to the Examiner's Report as Exhibit 1. The application was filed on 12-31-75."

6. Finding of Fact No. 35 should be amended as follows:

Map WM 171.1-75 should be corrected in the second sentence only to show the map number as WM 171-75, after "red line" insert "on map WM 171.1-75."

7. Finding of Fact No. 36 should read as follows:

"Valencia Water Company made an appearance at the hearing and requested certification for 3 retail water utility service areas in Bexar County. The VAlley Forge portion of the service area is diagramed on map WM 172-75. The service area is represented by a geographical area encompassed by a red line. The Valencia Subdivision portion of the water service area is diagramed by a red line on map WM 172.2-75 encompassing the Valencia Subdivision. The third portion of the service area is encompassed by that pink shaded area shown on map G-30. The common boundary between the City of Selma and the City of Universal City for the purposes of water utility certification shall be that common boundary as described in a Judgment rendered in Cause No. 74CI-429 in the 73rd Judicial District Court of Bexar County, Texas, styled City of Selma vs. City of Universal City. A copy of that judgment is attached to the Examiner's Report as Exhibit 1.

8. Finding of Fact No. 40 should be added to the Findings of Fact as follows:

"Booker Public Utility District made an appearance at the hearing and also requested certification for a retail sewer utility service area in Bexar County. The boundaries of the utility district are set forth on map G-29, consisting of a geographical area with a broken green line. Where the Booker Public Utility District's sewer service area overlaps with that of the City of Universal City there shall be dual certification. Its application was filed on 12-31-75."

9. Conclusion of Law No. 56 should read as follows:

"The City Water Board of San Antonio, the service area in Bexar County diagramed on maps designated G-21 and G-22. Adjacent to and encompassed by the service area of the City of San Antonio area several green shaded areas on these two maps. The shaded areas represent the several other public and private water systems within the territory of San Antonio's service area. On file with the Commission are agreements between the City of San Antonio and the following companies that they each shall provide water service within their own designated service area: (a) Alamo Heights Water Company; (b) Bexar Metropolitan Water District; (c) R.C. Water Company d/b/a One North Place, Twin Creek, and Forest Glen Utility Company; (d) Timber Creek Utility District; (e) Lackland Utilities; (f) Great Northwest Utilities; (g) Valencia Water Company; (h) Southwest Utility Company; (i) East Central Water Supply Corporation; (j) Gardendale Water Supply Corporation; (k) Bexar County W.C. & I.D. #10; (l) Bexar County W.C. & I.D. #13; (m) Encino Park Municipal Utility District; (n) Hill County Water Works Company; (o) City of Shavano Park Water System; (p) Bexar County W.C. & I.D. #17; (q) North San Antonio Hills Water Company; (r) Dobbins and Schweers Water Company; (s) Valley Forge Subdivision; (t) Camelot Subdivision; (u) East Village Subdivision; (v) Valley Hi Subdivision; (w) Indian Creek Subdivision; (x) Heritage Farms Subdivision; (y) Adam's Hill Subdivision; (z) Wildwood Subdivision; (aa) Lackland City Subdivision. The service area of the City of San Antonio includes its city limits plus its extra territorial jurisdiction of 5 miles."

10. Conclusion of Law No. 58 should read as follows:

"Ray Ellison Industries d/b/aCamelot Subdivision, East Village Subdivision, Lackland City Subdivision, Wildwood Subdivision, Babcock North Subdivision, Valley Hi Subdivision, Indian Creek Subdivision, Heritage Farm Subdivision, Adam's Hill Subdivision, and Greenway Subdivision, the service areas in Bexar County diagramed on map WM 25.6-76 in a black and green shaded line. More specifically, the water service area is defined as follows: (a) The Camelot Subdivision, Units 38, 45 and 47 outlined in red on map G-25; (b) East Village Subdivision, Units 48-A and 49-A outlined in red on map G-25; (c) Lackland City Subdivision, Units 154, 155, 160, 221, 222 and 224 outlined in red on maps WM25-76-C-10 and WM 25-76-C-11; (d) Wildwood Subdivision diagramed on maps G-26 and G-27; (e) Valley Hi Subdivision, a blue shaded area on map G-28; (f) Indian Creek Subdivision, a blue shaded area on map G-28; (g) Heritage Farm Subdivision, a blue shaded area on map G-28; (h) Adam's Hill Subdivision, a blue shaded area on map G-28;"

11. Conclusion of Law No. 59 should read as follows:

"The City of Universal City, the service area in Bexar County diagramed on map G-28 by a broken line which represents the city limits of Universal City and the planning area limits in the northeastern portion of the map representing the extra-territorial jurisdiction of Universal City. Where the city limits of Universal City overlap the water service area of Booker Public Utility District, the two utilities are jointly certificated for that overlap area. The common boundary between the City of Selma and the City of Universal City for the purpose of water utility certification shall be that common boundary as described in a judgment rendered in Cause No. 74CI-429 in the 73rd Judicial District Court of Bexar County, Texas, styled City of Selma vs. City of Universal City. A copy of that judgment is attached to the report as Exhibit 1;"

12. Conclusion of Law No. 61 should be corrected as follows:

Map number WM 171.1-75 should be corrected to read the correct number WM 171-75.

13. Conclusion of Law No. 62 should read as follows:

"Valencia Water Company, the service areas in Bexar County as follow: (1) The Valley Forge portion of the service area is encompassed by a red line diagramed on map WM 172-75. (2) The Valencia Subdivision portion of the service area is diagramed by a red line on map WM 172.2-75 encompassing the Valencia Subdivision. (3) The third portion of the service area is encompassed by that pink shaded area shown on map G-30. The common boundary between the City of Selma and the City of Universal City for the purposes of water utility certification shall be that common boundary as described in a Judgment rendered in Cause No. 74CI-429 in the 73rd Judicial District Court of Bexar County, Texas, styled City of Selma vs. City of Universal City. A copy of that judgment is attached to the Examiner's Report as Exhibit 1;"

14. Conclusion of Law No. 18 for sewer service areas shall be corrected to read as follows:

"The City of San Antonio Public Works Dept., the service area in Bexar County described on map G-23. The sewer service area is outlined by a green line on that map. The City of San Antonio and Lackland Utilities shall have certification for that area of overlap between those utilities falling within the city limits of San Antonio."

15. Conclusion of Law No. 21 for sewer service areas shall be amended to read:

"The City of Universal City, service area in Bexar County identical to the water service area described above. Where the service area of Universal City overlaps with that of Booker Public Utility District there shall be dual certification for sewer collection. The common boundary line between the City of Selma and the City of Universal City for the purpose of sewer utility certification shall be that common boundary as described in a judgment rendered in Cause No. 74CI-429 in the 73rd Judicial District Court of Bexar County, Texas, styled City of Selma vs. City of Universal City. A copy of that judgment is attached to the Examiner's Report as Exhibit 1."

16. Conclusion of Law No. 24 for sewer service areas shall be added to read as follows:

"Booker Public Utility District, the sewer service area in Bexar County. The boundaries of the utility district are set forth on map G-29 consisting of a geographical area within a broken green line. Where the Booker Public Utility District sewer service area overlaps with that of the City of Universal City there shall be dual certification."

17. The Order shall be amended to read under water certification:

a. "56. Certificate No. 10640, City Water Board of San Antonio, service area in Bexar County diagramed on maps designated G-21 and G-22. Adjacent to and encompassed by the service area of the City of San Antonio are several green shaded areas on these two maps. The shaded areas represent the several other public and private water systems within the territory of San Antonio's service area. On file with the Commission are agreements between the City of San Antonio and the following companies that they each shall provide water service within their designated service area: (a) Alamo Heights Water Company; (b) Bexar Metropolitan Water District; (c) R.C. Water Company d/b/a One North Place, Twin Creek, and Forest Glen Utility Company; (d) Timber Creek Utility District; (e) Lackland Utilities; (f) Great Northwest Utilities; (g) Valencia Water Company; (h) Southwest Utility Company; (i) East Central Water Supply Corporation; (j) Gardendale Water Supply Corporation; (k) Bexar County W.C. & I.D. #10; (l) Bexar County W.C. & I.D. #13; (m) Encino Park Municipal Utility District; (n) Hill Country Water Works Company; (o) City of Shavano Park Water System; (p) Bexar County W.C. & I.D. #17; (q) North San Antonio Hills Water Company; (r) Dobbins and Schweers Water Company; (s) Valley Forge Subdivision; (t) Camelot Subdivision; (u) East Village Subdivision; (v) Valley Hi Subdivision; (w) Indian Creek Subdivision; (x) Heritage Farms Subdivision; (y) Adam's Hill Subdivision; (z) Wildwood Subdivision; (aa) Lackland City Subdivision. The service area of the City of San Antonio includes its city limits plus its extra territorial jurisdiction of 5 miles;"

b. "58. Certificate No. 10734, Ray Ellison Industries d/b/aCamelot Subdivision, Lackland City Subdivision, Wildwood Subdivision, Valley Hi Subdivision, Indian Creek Subdivision, Heritage Farm Subdivision, Adam's Hill Subdivision, the service area in Bexar County diagramed on map WM 25.6-76 in a black and green shaded line. More specifically, the water service area is defined as follows: (a) the Camelot Subdivision, Units 38, 45 and 47 outlined in red on map G-25; (b) East Village Subdivision, Units 48-A and 49-A outlined in red on map G-25; (c) Lackland City Subdivision, Units 154, 155, 160, 221, 222 and 224 outlined in red on maps WM 25-76-C-10 and WM 25-76-C-11; (d) Wildwood Subdivision diagramed on maps G-26 and G-27; (e) Valley Hi Subdivision, a blue shaded area on map G-28; (f) Indian Creek Subdivision, a blue shaded area on map G-28; (g) Heritage Farm Subdivision, a blue shaded area on map G-28; (h) Adam's Hill Subdivision, a blue shaded area on map G-28;"

c. Number 25 shall be added to read as follows:

"25. Certificate No. 20283, Booker Public Utility District, the service area in Bexar County. The boundaries of the utility district are set forth on map G-29 consisting of a geographical area within a broken green line. Where the Booker Public Utility District's sewer service area overlaps with that of the City of Universal City, there shall be dual certification."

ISSUED AT AUSTIN, TEXAS on the 18th day of NOVEMBER, 1977.

PUBLIC UTILITY COMMISSION OF TEXAS

SIGNED: _____
GEORGE M. COWDEN

SIGNED: _____
GARRETT MORRIS

SIGNED: _____
ALAN R. ERWIN

ATTEST:

_____
ROY J. HENDERSON
COMMISSION SECRETARY
AND DIRECTOR OF HEARINGS

@

DOCKET NO. 18

| | |
|---|---|
| APPLICATION FOR A CERTIFICATE OF FASHING-PEGGY WATER SUPPLY CORPORATION, et al., CONCERNING THE COUNTIES OF ATASCOSA, BEXAR, COMAL, GUADALUPE, KENDALL, AND WILSON | PUBLIC UTILITY COMMISSION OF TEXAS |

INTERIM ORDER

In conference at its offices in Austin, Texas, the Public Utility Commission finds that a public necessity exists to ascertain service of a water utility in an area of expanding home development within the City of Leon Valley south of Highway 410 in Bexar County. The area in question necessitates a determination of a certificate service area involved in Docket 18, a matter heard before the Commission on June 10-12, 1976, and for which an Interim Order was issued August 26, 1976.

The Commission finds that an application for a Certificate of Convenience and Necessity was filed by the City Water Board of San Antonio and that representatives of that entity appeared at a Commission hearing on June 10-12, 1976, seeking an area of service which includes the City of Leon Valley south of Highway 410 in Bexar County. The Commission further finds from the record of Docket 18, that the City Water Board operates its water system in accordance with safe drinking standards of state and federal regulatory authorities.

The Commission concludes that a public necessity exists for the service of water operations to accommodate the public living in the area to be served by a grant of a Certificate of Convenience and Necessity to the City Water Board of San Antonio.

IT IS THEREFORE ORDERED that a Certificate of Convenience and Necessity be issued to the City Water Board of San Antonio for the retail water utility service area consisting of that portion of the city limits of the City of Leon Valley south of Highway 410 in Bexar County.

This Order constitutes the Certificate of Convenience and Necessity until a formal certificate is issued by the Commission. A certificate issued herein is non-exclusive and subject to amendment or revocation in whole or part by the Commission upon a showing of public convenience and necessity. It is also issued subject to all laws, rules, and conditions for "Certificates of Convenience and Necessity."

ISSUED AT AUSTIN, TEXAS on the 29th day of April, 1977.

PUBLIC UTILITY COMMISSION OF TEXAS

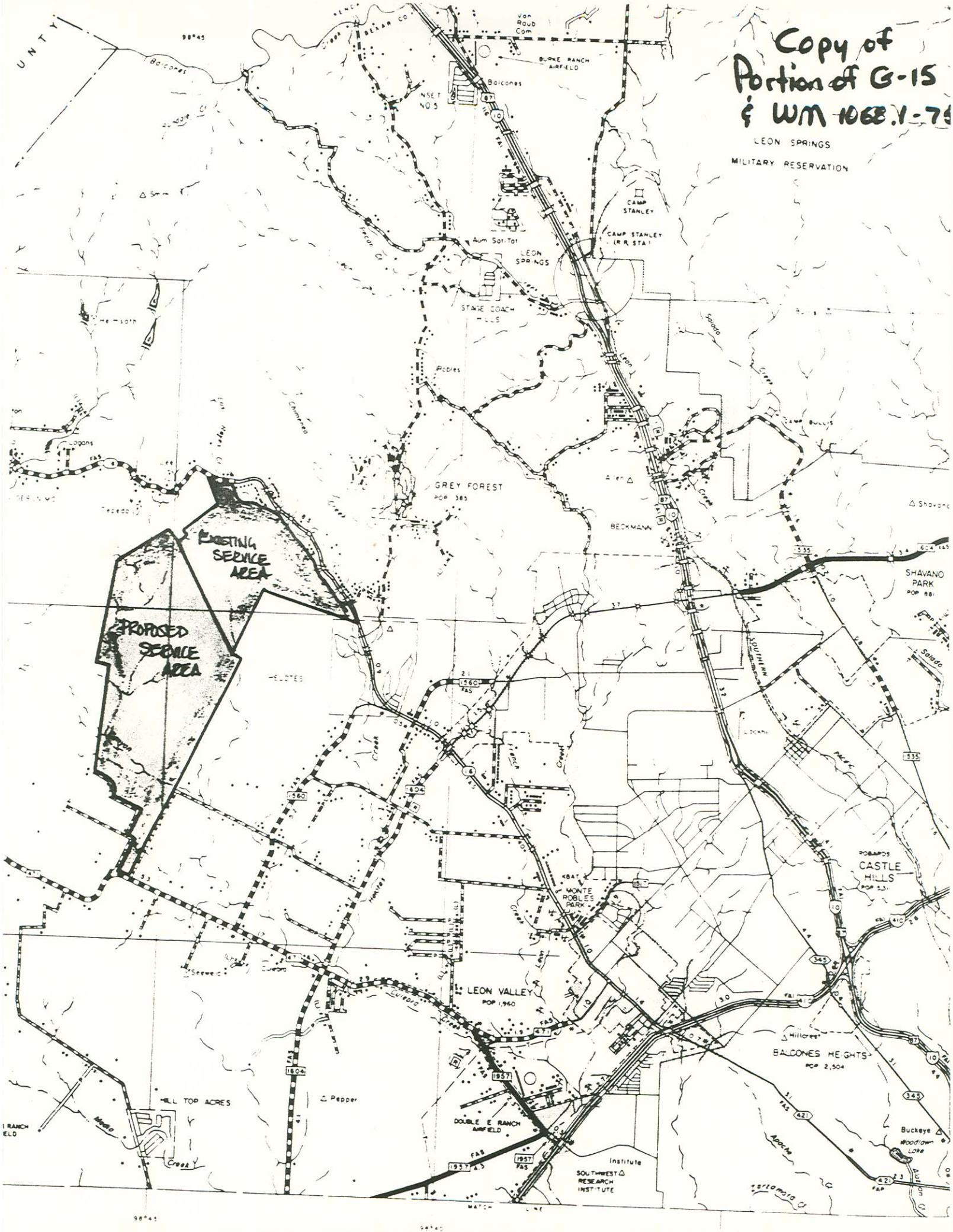
SIGNED: Garrett Morris
GARRETT MORRIS

SIGNED: _____
ALAN R. ERWIN

SIGNED: George M. Cowden
GEORGE M. COWDEN

ATTEST:

Roy J. Henderson
ROY J. HENDERSON
SECRETARY OF THE COMMISSION
AND DIRECTOR OF HEARINGS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& WM 10EB.1-75
LEON SPRINGS
MILITARY RESERVATION
EXISTING SERVICE AREA
PROPOSED SERVICE AREA
GREY FOREST
POP 365
BECKMANN
SHAVANO PARK
POP 881
CASTLE HILLS
LEON VALLEY
POP 1,960
BALCONES HEIGHTS
POP 2,504
HILL TOP ACRES
DOUBLE E RANCH AIRFIELD
SOUTHWEST RESEARCH INSTITUTE
Institute
BURKE RANCH AIRFIELD
CAMP STANLEY
LEON SPRINGS
STAGE COACH HILLS
MONTE ROBLES PARK
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Woodlawn Lake
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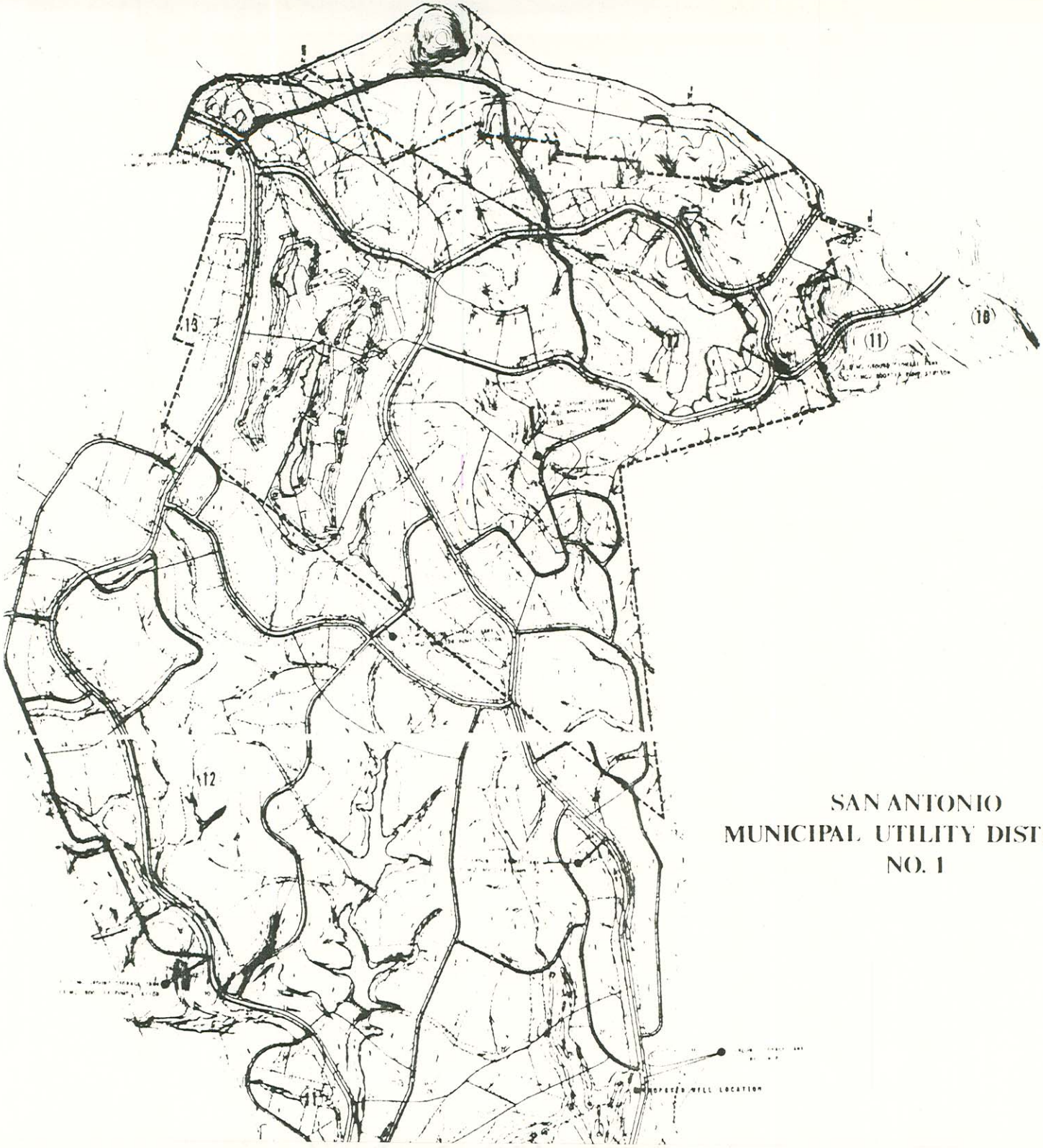


SAN ANTONIO
MUNICIPAL UTILITY DISTRICT
NO. 1

AUDIT
FEB 23 1987
UNIT

# SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1

FINANCIAL STATEMENTS

AND

AUDITOR'S REPORT

SEPTEMBER 30, 1986

SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1

NOTES TO FINANCIAL STATEMENTS - CONTINUED

SEPTEMBER 30, 1986

NOTE C - LONG-TERM DEBT

The changes in general long-term debt are summarized as follows:

| | Stated Interest Rate | Balance outstanding, October 1, 1985 | Additions | Retirements | Balance outstanding September 30, 1986 |
|---|---|---|---|---|---|
| Unlimited Tax and Revenue Bonds, Series 1976 | 9.03% | $ 2,360,000 | $ - | $ 45,000 | $ 2,315,000 |

Paying agent for the Unlimited Tax Bonds, Series 1976, is:

Interfirst Bank San Antonio, N.A.
Post Office Box 1120
300 Convent Street
San Antonio, Texas 78294

The District's bonds, which mature serially through the year 2005, are summarized as follows:

| Year Ending September 30, | Series 1976 Principal | Series 1976 Interest | Total Debt Service |
|---|---|---|---|
| 1987 | 45,000 | 207,013 | 252,013 |
| 1988 | 50,000 | 202,724 | 252,724 |
| 1989 | 55,000 | 197,983 | 252,983 |
| 1990 | 65,000 | 192,565 | 257,565 |
| 1991 | 70,000 | 186,470 | 256,470 |
| 1992 | 75,000 | 179,923 | 254,923 |
| 1993 | 80,000 | 172,924 | 252,924 |
| 1994 | 90,000 | 165,249 | 255,249 |
| 1995 | 100,000 | 156,671 | 256,671 |
| 1996 | 110,000 | 147,189 | 257,189 |
| 1997 | 120,000 | 136,804 | 256,804 |
| 1998 | 130,000 | 125,517 | 255,517 |
| 1999 | 140,000 | 113,327 | 253,327 |
| 2000 | 155,000 | 100,008 | 255,008 |
| 2001 | 170,000 | 85,334 | 255,334 |
| 2002 | 185,000 | 69,305 | 254,305 |
| 2003 | 205,000 | 51,697 | 256,697 |
| 2004 | 225,000 | 32,283 | 257,283 |
| 2005 | 245,000 | 11,062 | 256,062 |
| | $2,315,000 | $ 2,534,048 | $4,848,048 |

SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1

(D) NOTES REQUIRED BY THE WATER DISTRICT ACCOUNTING MANUAL

SEPTEMBER 30, 1986

NOTE 1: CREATION OF DISTRICT

San Antonio Municipal Utility District No. 1 was created by an order of the Texas Water Rights Commission on January 16, 1974, to operate under Chapter 54 of the Texas Water Code, and was confirmed by an election held on October 26, 1974. The Board of Directors held its first meeting on March 15, 1974, and the first bonds were sold in July, 1976.

NOTE 2: SIGNIFICANT BOND RESOLUTION REQUIREMENTS

A. At elections held within the District on October 25, 1974, the voters of the District authorized the issuance of an aggregate of $26,896,000 unlimited tax bonds. After the sale of the $2,500,000 Series 1976 issue, $24,396,000 in bonds of the District remain authorized by unissued.

B. The Bonds are direct and general obligations of the District, payable from an ad valorem tax levied against all taxable property within the District without legal limit as to rate or amount, such tax to be sufficient to provide for the payment of principal and interest on the Bonds when due and, subject to allowance for delinquencies, to pay the expenses of assessing and collecting such taxes. The proceeds from this tax are to be placed in the "Interest and Sinking Fund" at a depository bank of the District. The Interest and Sinking Fund shall constitute a trust fund which shall be held in trust for the benefit of the holders of the Bonds.

During the year ended September 30, 1986, the District levied an ad valoreum tax at the rate of $1.05 per $100 of assessed valuation($.80 for debt service and $.25 for maintenance) with a 30% homestead exemption, which resulted in a tax levy of $172,683, on a taxable valuation of $16,445,960. This tax rate necessitated supplemental support of the debt service fund by the Developer in the form of a contribution to the District of $31,044.

C. The Bond Order provides that Bonds maturing on or after March 1, 1992 (a total principal amount $2,030,000), are subject to redemption prior to their maturities, at the option of the District, in whole or in part in inverse numerical order, on September 1, 1991, or on any interest payment date thereafter, at a price of par value plus any accrued interest.

## NOTE E - GOING CONCERN CONSIDERATIONS - OPERATING LOSSES AND DISTRICT ECONOMIC DEPENDENCE ON DEVELOPER

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles, which contemplate continuation of the District as a going concern. However, the District has sustained substantial operating losses. In addition, the District has used substantial working capital in its operations. Also, at September 30, 1986, General Fund liabilities exceed assets by $1,004,437, Debt Service Fund liabilities exceeded assets by $148,923 and System Capital Projects Fund liabilities exceed assets by $431,299. As discussed in Note D, the Developer has advanced funds to the District for operations and for construction of the system. These advances have continued from creation of the District to the current date. For the year ended September 30, 1986, the Developer contributed funds to the District to pay the current year's debt service in excess of current year's tax revenue.

The District has issued several bond anticipation notes in order to continue with construction of the Phase II area of the system. These notes are refundable until Spring, 1986, and their continued refunding is dependent upon the issuance in 1986 of a $4.4 million bond issue. (See Note F.)

The status of development in the area served by the District and the amount of taxable values within the area at the time are the major detriments to future bond issues.

With respect to these matters, amounts and classifications of assets and liabilities of the District are dependent upon future ability of the Developer to support the District's operations and construction plans, an increase in area development and thereby an increase in service users and the tax base within the District and additional issues of Bonds.

## NOTE F - PROPOSED BOND ISSUE

In November 1985, the Board of Directors of the District passed and approved Resolution No. 89. This Resolution recognized the District's and the Developer's liabilities in connection with the outstanding bond anticipation notes and interest on same and resolved that the Board will pursue a $4.4 million issue of bonds. Such a sale was approved by the Texas Water Commission on September 18, 1980, and would be a second issue of the general obligation tax bonds which were voted at the election of October 25, 1974.

Alternatives:

1. ~~Do nothing and~~ Allow the MUD to ~~service~~ incorporate Wild Horse Canyon within its boundaries and recognize the fact the city will probably not be able to annex this area for 25 plus years without a major loss.

2. Annex the district at this time and ~~This would cost the city~~ dissolve the MUD. The city would assume the district's liabilities which total approximately $5 million in bonded indebtedness. plus the $1.5 owed the developer.

3. ~~If the district seeks to expand its boundaries, require as a condition of our approval that~~

Subsequently, San Antonio Ranch, Ltd. sold off 50,000+ acres which is now being developed independently as Wild Horse Canyon. Wild Horse Canyon is proposing to obtain their ~~sewer~~ and water service from MUD No. 1. However, this arrangement may not be in the best interest of the city.

San Antonio ~~Ranch~~ MUD No. 1 ~~has as~~ presently has ~~an outstanding bonded indebted~~ ~~issued bonds~~ an outstanding bonded indebted of $2,500,000 with a total debt service of $4,848,048.

The MUD, however, ~~has authority to~~ has authorization to issue ~~bonds~~ an additional $24,396,000 in bonds.

The MUD has requested that the CWB amend their wholesale contract to provide service to the Wild Horse Canyon development. The CWB staff has indicated that as a condition of amending the contract, they ~~would~~ will ask the MUD to enlarge its ~~that the boundaries of the MUD be enlarged~~ to include the Wild Horse Canyon area.

The ~~specter~~ issue facing the city is ~~a~~ the potential for MUD ~~contains~~ consisting of some 9,000 acres with a bonded indebted in excess of $25 million

# CITY OF SAN ANTONIO

**Interdepartment Correspondence Sheet**

TO: L J F

FROM: RAL

COPIES TO: See Distribution

SUBJECT: ~~Annexation of~~ San Antonio MUD No. 1.

Date —

Distribution

SMJ
Lloyd Garza
Frank Kolbaba
Ozzie Boynie
RAC
File

Issue

Should the city of San Antonio seek to annex San Antonio Municipal Utility District No 1 which was create to serve ~~serves~~ the San Antonio Ranch subdivision?

~~The city faces the possible potential for a MUD without some action on the city's part, there is a potential for the MUD~~ → The issue facing the city is the potential for a MUD consisting of some 9,000 acres in size with a bond indebtedness in excess of $25 million.

Background

The city consented to the formation of San Antonio Municipal Utility District (MUD) No. 1 in 1973 to serve the proposed San Antonio Ranch New Town. ~~Although the MUD boundaries as originally and currently established include 3,000 acres.~~

The MUD boundaries as originally and currently established include 3160 acres.

Records at the Texas Water Commission indicate that the ~~the~~ MUD secured certificates of Convenience and Necessity ~~from the state~~ for both sewer and water ~~and sewer service~~ to serve the entire 9,308 acres owner by San Antonio Ranch, Ltd.

more to X

~~Subsequently,~~ San Antonio Ranch, Ltd. has sold 5,150 acres outside the boundaries of MUD No. 1. This area is now proposed for development under the name of Wild Horse Canyon.

MUD No. 1. has ~~an~~ a current bond indebtedness of $2,500,000 with a total debt service of $4,848,048.

The MUD has authorization to issue an additional $24,396,000 in bonds.

The MUD has sustained substantial operating

losses and has relied on advances from the developer since the creation of the district. Currently, liabilities exceed assets by over $1.5 million for three funds.

To help relieve this situation, ~~MUD No 1~~ the MUD Board of Directors voted in November 1985 to issue additional bonds totaling $4.4 million.

X [insert from above]

MUD No 1 has requested that the City Water Board amend their wholesale contract to allow the MUD to provide service to the Wild Horse Canyon development.

The CWB staff has indicated that as a condition of amending the contract, they will ask the MUD to expand its boundaries to include the Wild Horse Canyon area.

The City must approve any addition or annexation to the MUD boundaries.

Alternatives

1. Allow the MUD to provide service to and include Wild Horse Canyon within its boundaries as desired by the CWB staff

Mike


# LLOYD, GOSSELINK, RYAN & FOWLER, P.C.

Attorneys at Law

Post Office Box 1725 Austin, Texas 78767

Office (512) 472-4551
Telecopier (512) 472-0532

ROBERT H. LLOYD
PAUL G. GOSSELINK
BRENT W. RYAN
ROBERT D. FOWLER
CHESLEY N. BLEVINS
MARTIN C. ROCHELLE

JIM MATHEWS
TERESA B. SALAMONE
GEORGE V. BASHAM III
LAURIE A. McCLUSKEY
S. RHETT ROBINSON
ROGER G. WORTHINGTON


August 10, 1987

FEDERAL EXPRESS

Mr. Ashok Kaji, P.E.
City Sewer Engineer
Department of Environmental Management
114 W. Commerce St., 11th Floor
San Antonio, Texas 78205

RE: Annexation and Provision of Utility Services to Areas Within San Antonio Ranch New Town (49501:1.)

Dear Ashok:

In several prior conversations with you concerning the potential provision of sewer service to a landowner within the area of the San Antonio Ranch New Town, you and I generally discussed the consent by the City of San Antonio in 1973 to the creation of the San Antonio Municipal Utility District No. 1 and the District's right to provide water and sewer service to land within its boundaries as well as land within the San Antonio Ranch New Town area. In our conversations, you advised me that a landowner within New Town has recently sought water and sewer service from the District. As I advised you previously, this firm was retained at one time, prior to our representation of the City, to advise a prospective purchaser of land within New Town as to whether the District had a right to provide water and sewer service to that property. We advised that prospective purchaser that in our opinion the petition of the District landowners for consent to creation, and the formal consent of the City, contemplated that the District could serve all lands within its boundaries as well as lands within the New Town area. We continue to believe this opinion is supported by the petition and order of consent. At present we do not know the identity of the landowner who has recently approached the District for service or whether that landowner is the same purchaser of land that we represented several years ago.

As a follow-up to the written opinion we gave you by letter dated July 9, 1987, you asked me whether the City's annexation of part of New Town would put the City in the position of being able to supply utility services, particularly sewer service, to the

annexed area, regardless of the consent the City gave to the creation of the District. In this regard, I have reviewed provisions of the Municipal Annexation Act as well as Chapter 13 of the Texas Water Code, and records of the Texas Water Commission, so that I might fully respond to your inquiries. The balance of this letter represents my opinion concerning that inquiry. While I believe the opinions and conclusions reached with regard to this issue are correct, you may want to afford yourself of the opportunity to have Dick O'Neil's opinion on these matters as well.

As you know, the provision of retail water and sewer service is regulated by the Texas Water Commission by virtue of provisions contained in Chapter 13 of the Texas Water Code. Specifically, § 13.242 of the Code provides that a public utility may not in any way render service directly or indirectly without first having obtained from the Commission a certificate of convenience and necessity (CCN) that includes the area in which service will be provided. There are several exceptions to this provision found in § 13.243. Therein, the Legislature has provided that a public utility is not required to secure a CCN for: (1) <u>an extension into the territory</u> contiguous to that already served by it and not receiving similar service from another public utility and <u>not within the area of public convenience and necessity of another utility of the same kind</u>; (2) an extension within or to territory already served by it or to be served by it under a CCN; or (3) operation, extension, or service in progress on the effective date of this chapter [September 1, 1985].

Municipalities are afforded special treatment in Chapter 13. Section 13.247(a) provides that if an area has been or is included within the boundaries of a city as a result of annexation, all public utilities holding CCN's in that area before the inclusion may continue and extend service within their CCN areas pursuant to rights granted by their certificate and Chapter 13. While Section 13.247(c) provides that the section may not be construed as limiting the power of cities to extend their boundaries by annexation, it is clear that § 13.247(a) authorizes existing utilities in an annexed area to continue and extend utility service within their certificated service areas regardless of the annexation. Therefore, with specific emphasis on your inquiry concerning the potential ability of the City to annex part of the area known as San Antonio Ranch New Town and provide sewer service therein, it is clear that if a utility presently holds a CCN for the New Town area, it can continue and

extend its service under Chapter 13 authorization within that area regardless of any annexation that may occur.

In this regard, I reviewed the files of the Texas Water Commission (which are essentially transfered files from the Public Utility Commission) in order to ascertain whether there is a retail public utility certificated for the New Town area. Attached please find a copy of a Public Utility Commission Order in Docket No. 18, which formally granted certificates of convenience and necessity to all then-existing public utilities in Atascosa, Bexar, Comal, Guadalupe, Kendall, and Wilson Counties, Texas. This order encompasses CCNs for both water and sewer utility service in those counties. In Paragraph No. 17 of that portion of the order dealing with CCN's for retail water utilities, the PUC issued Certificate No. 10695 to the San Antonio Municipal Utility District No. 1 for provision of service to an area which appears to include the boundaries of the District as well as the area of San Antonio Ranch New Town. Similarly, in Paragraph No. 4 of that portion of the order dealing with retail sewer service utilities, the Commission issued Certificate No. 20298 to the San Antonio Municipal Utility District No. 1, which authorized service to areas encompassed within the same territory as was included in the retail water utility certificate. Attached hereto please find a copy of the map included in the Commission's files on Docket No. 18, referencing the areas to be served by the District with retail water and sewer service. Also attached please find a copy of a map which accompanied the creation package filed with the Texas Water Rights Commission by the District in 1973. These maps certainly appear to delineate the same areas of land.

Therefore, considering that the areas included within the District and New Town are certificated to the District for provision of retail water and sewer service, the City's annexation of land within San Antonio Ranch New Town would not afford it the capability of providing sewer service to property within that area, absent: 1) a decertification by the Texas Water Commission of that area within New Town that is annexed and absent the subsequent certification to the City of the same area; or, 2) absent the Commission's dual certification of the annexed area to the City as well as to the District. As you and I have previously discussed, dual certification is not something the Public Utility Commission or the Texas Water Commission look favorably on inasmuch as one of the primary goals in regulating utility service is the provision of a monopoly to a utility so as to ultimately help reduce the utility's costs (and therefore the

size of customer bills for service) in providing service by prevention of competition. Further, for the City to be dually certificated, or for the City to have the District decertified, for a portion of the service area in New Town that might be annexed, it would have to show that the District was not providing utility service therein to customers which were requesting service, and that the City could provide such service in a more timely fashion. Inasmuch as it appears that the District is willing to provide retail utility service to the landowner now requesting service within the New Town area, I believe it would be difficult for the City to prevail in an action seeking to either decertify or dually certify a portion of the District's service area. However, there may be facts which I am unfamiliar with that would support such an action. These are options available to the City, and if the facts warrant proceeding along those lines, they may be options worth considering.

I trust this letter will help answer some of the questions you have concerning this matter. If after reviewing the letter or visiting with Dick you have any questions or would like to discuss these matters further, please do not hesitate to call on me at your convenience.

Sincerely,

Martin C. Rochelle

Martin C. Rochelle

MCR/jam
Enclosure
1S4:49501.17/18

cc: Mr. Richard O'Neil
Mr. Greg Kuchy
Mr. Robert H. Lloyd

RECEIVED
AUG 11 1987
ENVIRONMENTAL
MANAGEMENT

# CITY OF SAN ANTONIO

**Interdepartment Correspondence Sheet**

TO: Mike O'Neal, Department of Planning

FROM: City Attorney's Office

COPIES TO: File

SUBJECT: Sewer Service to Wild Horse Canyon

Date August 24, 1987

Pursuant to our telephone conversation of 8/20, you requested this office to review Section 54.519 of the Water Code, "Service to Areas Outside the District" ( a copy of which is attached hereto) and pertinent sections of Water Code (copies of which are attached hereto and incorporated herein) covering certificates of convenience and necessity, most specifically Section 13.247. Such section reads in part as follows:

> Section 13.247. Area Included Within City, Town, or Village
>
> (a) If an area has been or is included within the boundaries of a city as the result of annexation, incorporation, or otherwise, all public utilities certified or entitled to certification under this chapter to provide service or operate facilities in that area before the inclusion may continue and extend service in its area of public convenience and necessity within the annexed or incorporated area pursuant to the rights granted by its certificate and this chapter.

You inquired whether a MUD would need the consent of a city to service an area outside its boundaries but within a city's limits, if the MUD had a certificate of convenience and necessity to service the area in question. If the MUD had a certificate to service the area and the area subsequently came within the boundaries of a city as a result of annexation, Section 13.247 would allow the MUD to extend service within its area of public convenience and necessity without the prior consent of City.

If we can be of further assistance in this matter, please advise.

Katherine B. Cahill

KATHERINE B. CAHILL
Assistant City Attorney
Real Estate Section

KBC:dmd
Attachments

form the covenants, obligations, or conditions prescribed in the order or resolution authorizing the issuance of the district's bonds.

Added by Acts 1971, 62nd Leg., p. 799, ch. 84, § 1.

**Library References**

Mandamus ⟹110. C.J.S. Mandamus §§ 144, 148.

## § 54.519. Service to Areas Outside the District

(a) A district may purchase, construct, acquire, own, operate, repair, improve, or extend all works, improvements, facilities, plants, equipment, and appliances necessary to provide a water system and a sewer system for areas contiguous to or in the vicinity of the district provided the district does not duplicate a service of another public agency. A district shall not provide a water or a sanitary sewer system to serve areas outside the district which is also within a city without securing a resolution or ordinance of the city granting consent for the district to serve the area within the city.

(b) To secure money for this purpose, a district is authorized to issue and sell negotiable bonds and notes which are payable from the levy and collection of ad valorem taxes on all taxable property within the district or from all or any designated part of the revenues received from the operation of the district's works, improvements, facilities, plants, equipment, and appliances or from a combination of taxes and revenues.

(c) Any bonds and notes may be issued upon the terms and conditions set forth in this chapter.

(d) A district is authorized to establish, maintain, revise, charge, and collect the rates, fees, rentals, tolls, or other charges for the use, services, and facilities of the water and sewer system which provide service to areas outside the district which are considered necessary and which may be higher than those charged for comparable service to residents within the district.

(e) The rates, fees, rentals, tolls, or other charges shall be at least sufficient to meet the expense of operating and maintaining the water and sewer system serving areas outside the district and to pay the principal of and interest and redemption price on bonds issued to purchase, construct, acquire, own, operate, repair, improve, or extend the system.

Added by Acts 1971, 62nd Leg., p. 800, ch. 84, § 1.

**Library References**

Municipal Corporations ⟹277. C.J.S. Municipal Corporations § 1059.

### § 13.192. Payments in Lieu of Taxes

Payments made in lieu of taxes by a water and sewer utility to the municipality by which it is owned may not be considered an expense of operation for the purpose of determining, fixing, or regulating the rates to be charged for the provision of utility service to a school district or hospital district. No rates received by a utility from a school district or hospital district may be used to make or to cover the cost of making payments in lieu of taxes to the municipality by which the utility is owned.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

[Sections 13.193 to 13.240 reserved for expansion]

## SUBCHAPTER G. CERTIFICATES OF CONVENIENCE AND NECESSITY

### § 13.241. Definitions

In this subchapter:

(1) "Retail public utility" means any person, corporation, water supply or sewer service corporation, municipality, political subdivision or agency, or cooperative corporation operating, maintaining, or controlling in this state facilities for providing retail water and sewer utility service.

(2) "Public utility" does not include any person, corporation, municipality, political subdivision or agency, or cooperative corporation that is providing utility services other than water and sewer services and that is under the jurisdiction of the Railroad Commission of Texas or the Public Utility Commission of Texas, but does include a water supply or sewer service corporation.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.242. Certificate Required

Unless otherwise specified, a public utility may not in any way render service directly or indirectly to the public under any franchise or permit without first having obtained from the commission a certificate that the present or future public convenience and necessity require or will require that installation, operation, or extension, and except as otherwise provided by this subchapter, a retail public utility may not furnish, make available, render, or extend retail public utility service to any area to which retail utility service is being lawfully furnished by another retail public utility without first having obtained a certificate of public convenience and necessity that includes the area in which the consuming facility is located.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.243. Exceptions for Extension of Service

(a) A public utility is not required to secure a certificate of public convenience and necessity for:

(1) an extension into territory contiguous to that already served by it and not receiving similar service from another public utility and not within the area of public convenience and necessity of another utility of the same kind;

(2) an extension within or to territory already served by it or to be served by it under a certificate of public convenience and necessity; or

(3) operation, extension, or service in progress on the effective date of this chapter.

(b) Any extensions allowed by Subsection (a) of this section shall be limited to devices for interconnection of existing facilities or devices used solely for transmitting public utility services from existing facilities to customers of retail utility service.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.244. Application; Maps; Evidence and Consent

(a) A public utility shall submit to the commission an application to obtain a certificate of public convenience and necessity or an amendment of a certificate.





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### § 13.245. Prior Co

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### § 13.246. Notice a

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### § 13.247. Area In

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(b) Not later than 90 days after the effective date of this chapter, or at a later date on request in writing by a public utility when good cause is shown, or at any later dates as the commission may order, each public utility shall file with the commission a map or maps showing all its facilities and illustrating separately facilities for generation, transmission, and distribution of its services.

(c) Each applicant for a certificate shall file with the commission evidence required by the commission to show that the applicant has received the required consent, franchise, or permit of the proper municipality or other public authority.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.245. Prior Construction or Operation

On application made to the commission, the commission shall issue a certificate of public convenience and necessity for the construction or operation then being conducted to any public utility or retail public utility actually providing service to any geographical area on September 1, 1975, or to any person or corporation actively engaged on September 1, 1975, in the construction, installation, extension, or improvement of or addition to any facility or system used or to be used in providing public utility service.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.246. Notice and Hearing; Issuance or Refusal; Factors Considered

(a) If an application for a certificate of public convenience and necessity is filed, the commission shall give notice of the application to interested parties and, if requested, shall fix a time and place for a hearing and give notice of the hearing. Any person interested in the application may intervene at the hearing.

(b) Except for certificates for prior operations granted under Section 13.245 of this code, the commission may grant applications and issue certificates only if the commission finds that a certificate is necessary for the service, accommodation, convenience, or safety of the public. The commission may issue a certificate as requested, or refuse to issue it, or issue it for the construction of only a portion of the contemplated system or facility or extension, or for the partial exercise only of the right or privilege.

(c) Certificates of convenience and necessity shall be granted on a nondiscriminatory basis after consideration by the commission of the adequacy of existing service, the need for additional service, the effect of the granting of a certificate on the recipient of the certificate and on any public utility of the same kind already serving the proximate area, and on other factors such as community values, recreational and park areas, historical and aesthetic values, environmental integrity, and the probably improvement of service or lowering of cost to consumers in that area resulting from the granting of the certificate.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.247. Area Included Within City, Town, or Village

(a) If an area has been or is included within the boundaries of a city as the result of annexation, incorporation, or otherwise, all public utilities certified or entitled to certification under this chapter to provide service or operate facilities in that area before the inclusion may continue and extend service in its area of public convenience and necessity within the annexed or incorporated area pursuant to the rights granted by its certificate and this chapter.

(b) Notwithstanding any other provision of law, a public utility may continue and extend service within its area of public convenience and necessity and utilize the roads, streets, highways, alleys, and public property to furnish retail utility service, subject to the authority of the governing body of a municipality to require any public utility, at its own expense, to relocate its facilities to permit the widening or straightening of streets, by giving to the public utility 30 days' notice and specifying the new location for the facilities along the right-of-way of the street or streets.

(c) This section may not be construed as limiting the power of cities to incorporate or extend their boundaries by annexation, or as prohibiting any city from levying taxes and

other special charges for the use of the streets as are authorized by Section 182.025, Tax Code.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.248. Contracts Valid and Enforceable

Contracts between retail public utilities designating areas to be served and customers to be served by those utilities, when approved by the commission, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.249. Preliminary Order for Certificate

If a public utility desires to exercise a right or privilege under a franchise or permit that it contemplates securing but that has not as yet been granted to it, the public utility may apply to the commission for an order preliminary to the issuance of the certificate. The commission then may issue an order declaring that it will, on application under such rules as it prescribes, issue the desired certificate, on terms and conditions it designates, after the public utility has obtained the contemplated franchise or permit. On presentation to the commission of evidence satisfactory to it that the franchise or permit has been secured by the public utility, the commission shall issue the certificate.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.250. Continuous and Adequate Service; Discontinuance, Reduction, or Impairment of Service

(a) The holder of any certificate of public convenience and necessity shall serve every consumer within its certified area and shall render continuous and adequate service within the area or areas.

(b) Unless the commission issues a certificate that neither the present nor future convenience and necessity will be adversely affected, the holder of a certificate shall not discontinue, reduce, or impair service to a certified service area or part of a certified service area except for:

(1) nonpayment of charges;

(2) nonuse; or

(3) other similar reasons in the usual course of business.

(c) Any discontinuance, reduction, or impairment of service, whether with or without approval of the commission, shall be in conformity with and subject to conditions, restrictions, and limitations that the commission prescribes.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.251. Sale, Assignment, or Lease of Certificate

If the commission determines that a purchaser, assignee, or lessee is capable of rendering adequate service, a public utility may sell, assign, or lease a certificate of public convenience and necessity or any rights obtained under the certificate. The sale, assignment, or lease shall be on the conditions prescribed by the commission.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.252. Interference with Other Public Utility

If a public utility in constructing or extending a line, plant, or system interferes or attempts to interfere with the operation of a line, plant, or system of any other public utility, the commission may issue an order prohibiting the construction or extension or prescribing terms and conditions for locating the line, plant, or system affected.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.253. Improvements in Service; Interconnecting Service

After notice and hearing, the commission may:

(1) order a public utility to provide specified improvements in its service in a defined area if service in that area is inadequate or is substantially inferior to service in a





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Added by Acts 1985, 69th

### § 13.254. Revocation

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### § 13.301. Report of

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### § 13.302. Purchase

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### § 13.303. Loans to

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SUBCHAP

### § 13.341. Jurisdicti

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comparable area and it is reasonable to require the company to provide the improved service; and

(2) order two or more public utilities to establish specified facilities for the interconnecting service.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.254. Revocation or Amendment of Certificate

(a) The commission at any time after notice and hearing may revoke or amend any certificate of convenience and necessity if it finds that the certificate holder has never provided or is no longer providing service in the area, or part of the area, covered by the certificate.

(b) If the certificate of any public utility is revoked or amended, the commission may require one or more public utilities to provide service in the area in question.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

[Sections 13.255 to 13.300 reserved for expansion]

## SUBCHAPTER H. SALE OF PROPERTY AND MERGERS

### § 13.301. Report of Sale, Merger, Etc.; Investigation; Disallowance of Transaction

(a) A utility may not sell, acquire, lease, or rent any plant as an operating unit or system in this state for a total consideration in excess of $100,000 or merge or consolidate with another utility operating in this state unless the utility reports the transaction to the commission within a reasonable time.

(b) On the filing of a report with the commission, the commission shall investigate the transaction with or without public hearing to determine whether the transaction is consistent with the public interest.

(c) In reaching its determination, the commission shall take into consideration the reasonable value of the property, facilities, or securities to be acquired, disposed of, merged, or consolidated.

(d) If the commission finds that the transaction is not in the public interest, the commission shall take the effect of the transaction into consideration in the ratemaking proceedings and disallow the effect of the transaction if it will unreasonably affect rates or service.

(e) This section may not be construed as being applicable to the purchase of units of property for replacement or to the addition to the facilities of the utility by construction.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.302. Purchase of Voting Stock in Another Public Utility: Report

A utility may not purchase voting stock in another utility doing business in this state unless the utility reports the purchase to the commission.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

### § 13.303. Loans to Stockholders: Report

A utility may not loan money, stocks, bonds, notes, or other evidences of indebtedness to any corporation or person owning or holding directly or indirectly any stock of the utility unless the utility reports the transaction to the commission within a reasonable time.

Added by Acts 1985, 69th Leg., ch. 795, § 3.005, eff. Sept. 1, 1985.

[Sections 13.304 to 13.340 reserved for expansion]

## SUBCHAPTER I. RELATIONS WITH AFFILIATED INTERESTS

### § 13.341. Jurisdiction over Affiliated Interests

The commission has jurisdiction over affiliated interests having transactions with utilities under the jurisdiction of the commission to the extent of access to all accounts

KAC
MCOL
Mike

# CITY WATER BOARD

1001 E. MARKET ST. P. O. BOX 2449 • SAN ANTONIO, TEXAS 78298-2449 • (512) 225-7461

CITY MANAGER'S OFFICE
RECEIVED
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DEPT. OF PLANNING
CURRENT PLANNING
DIVISION

GENERAL MANAGER
ROBERT P. VAN DYKE
BOARD OF TRUSTEES
ROBERT L. M. HILLIARD, M. D.
CHAIRMAN
ROBERT L. GRAGG
VICE-CHAIRMAN
NELDA WEATHERLY
SAMUEL C. LOPEZ
HENRY G. CISNEROS
MAYOR

4 August 1987

Mr. Roland Lozano
Director of Planning
City of San Antonio
P. O. Box 9066
San Antonio, Texas 78285

Dear Mr. Lozano:

Reference is made to your letter dated 22 July 1987 regarding the possibility of annexing San Antonio Municipal Utility District No. 1. On 26 June 1974 the City Water Board entered into an agreement for the purchase of water with San Antonio Municipal Utility District No. 1. The District only contains 3,160 acres, but the agreement provided for additional metering points to serve the entire 9,318 acres at some time in the future.

On 17 March 1987 the Board approved a request from San Antonio Municipal Utility District No. 1 to provide an additional metering point serving the lower portion of the San Antonio Ranch property near Culebra Road. Discussions are in progress to prepare an amendment to the agreement to allow for the second metering point. As a condition of approval of this amendment, it is contemplated that San Antonio Municipal Utility District No. 1 will have to expand its CCN area to include this additional area and to correct certain conflicts that exist between its agreement with the City Water Board and its contract with San Antonio Ranch Ltd. No. 1 dated 26 March 1984. Its attorney, Mr. Jeff Kuhn of Fulbright & Jaworski, and our attorney, Mr. Gaines Griffin of Sawtelle, Goode, Davidson & Troilo, have held preliminary discussions regarding these conflicts, but it appears that San Antonio Municipal Utility District No. 1 will willingly comply with our request. We also understand that preliminary design is underway for the approach main from Anderson Station to the intersection of Galm Road and Culebra Road.

Annexation by the City of San Antonio of a small portion of San Antonio Ranch may affect our agreement with San Antonio Ranch since we are obligated and have the exclusive right to serve the entire area through the Municipal Utility District. It is possible that San Antonio Municipal Utility District No. 1 would agree to eliminate this area from

the 1974 agreement if it became obvious that this action was to its advantage. The legal implications of an annexation action must be carefully reviewed by the Board's attorney and the City Attorney. The 1974 agreement did not have a repurchase provision such as we have had in more recent contracts. The City of San Antonio Resolution No. 73-9-13, however, did have a condition as paragraph 6, subparagraph (j) that pertains to the debt incurred by the District for water and sewer facilities and the assumption of these debts upon annexation. This condition must also be carefully reviewed.

It would appear that the first step in consideration of any annexation action regarding this property must be the full review by all legal representatives of any proposed action by the City. We will be happy to work with you on this consideration, but a decision must be reached promptly since the Board is in the process of finalizing the amendment to the above-referenced agreement.

Very truly yours,

Robert P. Van Dyke

Robert P. Van Dyke
General Manager

# San Antonio Municipal Utility District No. 1

17105 Lone Cypress Helotes, Tx. 78023 Phone 512/695-3534

December 8, 1986

RECEIVED
DEC 11 1986
MAINS - SERVICES
DEPT.
CITY WATER BOARD

Wayne Bitzke, Director
Mains and Services Department
City Water Board
1001 E. Market Street
P.O. Box 2449
San Antonio, Texas 78298-2449

Dear Mr. Bitzke:

I enjoyed finally meeting you and Mr. Roberts and would like to continue our working relationship.

Attached is the agreement to sell water to Developer(s) in our area. If we need to discuss, please let me know. You can reach me during the day at 522-2068.

Sincerely,

Robert E. Adler
Secretary

REA/jam

Attachment

RECEIVED
DEC 10 1986
ENGINEERING DEPT.
CITY WATER BOARD

1:100:3-26

DRAFT-1984

March 26, 1984

| | | |
|---|---|---|
| STATE OF TEXAS | () | A CONTRACT FOR SEWER AND WATER |
| | () | SERVICE BETWEEN SAN ANTONIO |
| | () | MUNICIPAL UTILITY DISTRICT |
| | () | NO. 1 AND SAN ANTONIO RANCH, |
| COUNTY OF BEXAR | () | LTD. NO. 1 |

WITNESSETH

This contract is made and entered into as of the date set out below by and between San Antonio Municipal Utility District No. 1 (hereinafter called "District") a body politic and corporate of the State of Texas, and San Antonio Ranch, Ltd. No. 1, a Texas limited partnership (hereinafter called "Customer") under the authority of Article XVI Section 59, Texas Constitution, and Chapters 50 and 54, Texas Water Code whereby District agrees to provide water service or sewer service or both to an area outside the District but within a tract of land known as San Antonio Ranch.

RECITALS

San Antonio ~~Ranch~~ Municipal Utility District No. 1 is a Reclamation and Conservation District comprising 3,160 acres of land in Bexar County, Texas. Land within the District is part of a 9,318 acre tract specifically described in an attachment to a contract dated June 26, 1974 between the District and the City of San Antonio Water Works Board of Trustees.

The District and Customer are aware of increased development in Bexar County near the area of San Antonio Ranch. By resolution of December 12, 1983, the District concluded that it would be in the best interest of the District for the original San Antonio Ranch area to develop to its full potential. This can



Attachment No. 1

best be accomplished if the District provides water and sewer service to the area.

The contract between the District and the City Water Board authorizes the District to provide water to the entire 9,318 acres but specifically requires the District to do so exclusively on a retail basis. District is currently providing this service within the District. The District and Customer understand this limitation and agree that water service under this contract shall be provided by District exclusively on a retail basis.

District currently owns and operates a wastewater collection, treatment and disposal system in the northeastern area of the District. The District, however, has the authority under Texas Water Commission Permit No. 11647-01 to construct a wastewater treatment plant at a site in the southern portion of the San Antonio Ranch tract. This plant site would be capable of serving areas outside the District within San Antonio Ranch property.

Because of the uncertainties associated with development of a large tract of land, it is not now known whether Customer will require District to provide retail or wholesale sewer service to the customer service area. District understands this, and agrees to provide sewer service to the customer service area on either a retail or wholesale basis as may be requested by Customer.

## AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this contract, the District and Customer agree and contract as follows:

## I.

## DEFINITIONS AND INTERPRETATIONS

Section 1.1. Definitions. Unless the context requires otherwise, the following terms used in this contract shall have the meanings set out below:

a. District System means the water system or sewer system

or both of the District, whether inside or outside the boundaries of the District.

b. District Water System means the facilities necessary to provide retail water service to areas inside and outside the District, including but not limited to approach mains, represurization systems, distribution systems, storage, and the like.

c. District Sewer System means the District's sewage collection, transportation, and treatment system, whether inside or outside of the boundaries of the District.

d. Customer Sewer System shall mean the system to provide retail sewer service to the area covered under this contract in the event Customer elects to provide its own retail sewer service.

e. Retail Service means providing water or sewer service to the ultimate consumer of such services.

f. Wholesale Service means providing ~~water~~ No or sewer services by contract to a District, corporation, partnership, or individual which is engaged in either the water supply business or the sewage collection business.

g. Customer Service Area means all or any part of the original 9318 area tract of land within which the District may provide services, save and except the 3160 acres located within District. The 9318 acre tract is described in an attachment to the contract between District and City Water Board dated June 26, 1974, a copy of which is attached hereto as Exhibit A.

Section 1.2. Table of Contents. The table of contents, titles, and headings of the sections of this contract have been inserted for convenience of reference only and are not to be considered a part hereof, and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this contract or any provision hereof or in ascertaining intent, if any question of intent should arise. Unless the context requires otherwise, the words of the singular number shall be construed to include correlative words of the plural number and vice versa.

Section 1.3. Interpretations. This contract and all the terms and provisions hereof shall be liberally construed to effectuate the purposes and sustain the validity of this contract. The parties agree that this contract shall not be construed in favor of or against either party on the basis that the party did or did not author the contract. Nothing in this contract shall be construed to violate the State or Federal Constitutions and all acts done pursuant to this contract shall be performed in such manner as to conform thereto whether expressly provided or not.

II.

WATER SERVICE

Section 2.1. Retail Service Only. The parties agree and understand that the contract of June 26, 1974 between District and the City of San Antonio Water Works Board of Trustees authorizes District to provide water to the entire 9,318 tract but limits such service to retail connections. The contract specifically prohibits the District from selling water on a wholesale basis to corporations, persons, or political subdivisions. Water service to the customer service area by the District shall be on a retail basis only and in the manner provided elsewhere in this contract. District agrees that it shall, at the option of Customer and upon written notice as provided by this contract, provide retail water service to the customer service area.

Section 2.2 Additional Points of Delivery. It is understood by the parties that it will probably be necessary for the District to obtain additional points of delivery of water from the City Water District in order to carry out the terms of this agreement.

District agrees that it will, upon written notice by Customer, seek in a timely manner such additional points of delivery and necessary transmission lines and at such requested quantity from City Water Board and will pursue such request with all

reasonable diligence. As specified in Section IV of this agreement, all reasonable costs incurred in negotiating and constructing such additional points of delivery and transmission lines shall be paid in full by customer.

Section 2.3. Nondiscriminatory Service. District agrees to provide retail water service to the customer service area on a nondiscriminatory basis and that such service shall be sufficient to provide for the needs of the area. In the event of hardship, water shortage, or the like, District agrees that all of its customers, inside and outside the District, shall be treated the same until such hardship is eliminated.

Section 2.4. Retail Sewer. Should Customer elect to provide retail sewer service to the customer service area, District agrees that, upon appropriate written notice by Customer, District shall terminate water service for nonpayment of sewer service charges. In the event District provides retail sewer service but not retail water service to the area, Customer shall require the person providing retail water service to agree to terminate water service for nonpayment of sewer service charges.

Section 2.5. Adequacy of District Water System. District agrees that it shall provide water to the District's system which will serve the customer service area in sufficient quantities and at sufficient pressure to adequately serve the area in accordance with the rules and regulations of the San Antonio Water Board, and any other applicable regulations.

Section 2.6. City Water Board Contract. The parties understand that water to serve the customer service area is to be purchased from the City of San Antonio Water Board and the obligations of District are conditioned upon that agreement and the consent of the City of San Antonio in the creation of District. This contract is specifically subject to the aforesaid contract between the District and City Water Board, and all such restrictions, standards, and requirements of said contract are applicable to Customer for any service received by Customer. It is

further understood that District may, from time to time, be required to modify its contract with the City Water Board. District agrees that Customer has a right to have actual notice of any proposed amendments to the contract between the District and the City Water Board. District shall give Customer at least 30 days written notice of any meeting at which a proposed amendment of such contract is to be considered by District.

District shall reasonably attempt to insure that no amendment will be executed which may adversely affect the ability of District to provide service under this agreement. Any such changes, not approved in advance by Customer, must affect District area and customer service area alike and without discrimination to Customer.

Section 2.7. Customer Right to Make Payments. District agrees that, should District fail for any reason to make payments to the City Water Board for water delivered, Customer has the right to make any such payments in the name of the District and to seek reimbursement from the District for any funds paid to Water Board for this purpose.

Section 2.8. Existing Service Line. Parties understand that the existing 24 inch water approach main is designed to serve the ultimate needs of District when District is fully developed. District agrees that Customer may be supplied water from such 24 inch water line. Customer agrees that, at such time as District requires the full capacity of such line to serve areas within District, Customer shall, at Customer's expense, provide for additional capacity necessary to replace the capacity being utilized by Customer, or Customer shall cease utilizing such line for its water supply, and the option rests with Customer as to which alternative is to be selected, provided however the cost and expenses of such termination or cessation shall be borne by Customer. Customer further agrees that it shall provide financial assurances in accordance with Section 5.2(f.) as may be needed to replace the capacity to be utilized by customer.

III.

SEWER SERVICE

Section 3.1. Retail or Wholesale Service. District and Customer understand and agree that it is premature at this time

area under this agreement on a retail or wholesale basis. District agrees that it shall, at the option of Customer and upon written notice under this contract, provide either retail or wholesale sewer service to the customer service area.

Section 3.2 Additional Wastewater Treatment Facilities. The parties hereto understand and agree that it will probably be necessary to build an additional wastewater treatment facility at the permanent wastewater treatment site designated by the Texas Water Commission. The District agrees that it will either construct such a wastewater facility or that Customer may construct such a wastewater facility and dedicate it to the District, provided such design and construction shall be performed in a good and workmanlike manner and in such a manner to comply with appropriate rules, regulations, and design criteria of City, State and Federal regulatory agencies. The parties understand that Customer will desire to construct such system at the lowest cost to Customer; provided however such construction shall be in a good and workmanlike manner. District agrees that Customer may construct either the initial system or additions to any existing system, provided that the District approves the plans and specifications and providing that all construction shall be subject to the inspection and approval of the District's engineer.

Section 3.3. Permits. The District agrees that it will use its best effort to obtain all necessary approvals, permits, and the like, necessary to construct, own, and operate a wastewater treatment facility at the permanent wastewater treatment plant site, if such is necessary to serve the customer service area.

Section 3.4. Pretreatment. The parties agree that, should Customer provide retail sewer service to the area, that Customer

shall enforce any and all applicable pretreatment requirements of the system.

IV.

FINANCIAL OBLIGATIONS

Section 4.1. Capital Costs. The parties agree that all capital costs associated with providing services under this agreement to areas outside the District shall be at the expense of Customer. Provided, however, should facilities be constructed which would be of benefit to land within the District, each party shall pay its pro rata share of such improvement. Each party's pro rata share shall be the ratio of the capacity of said facility owned by each party to the total capacity of that facility.

Section 4.2 Rates for Service. District agrees to provide water service or sewer service or both on a nondiscriminatory basis. District understands that it may be operating two systems which are not physically connected.

a. The rate to be charged by District for retail water or sewer service shall be the actual cost of providing water or sewer service to the ultimate consumer including specifically but without limitation, administrative, maintenance, operating and overhead expenses.

b. The rate to be charged by District for wholesale sewer service shall be the actual cost to transport, store, treat, and dispose of wastewater accepted at a metered point or points of delivery including specifically but without limitation, administrative, maintenance, operating and overhead expenses.

c. Actual cost of service is intended to include debt service and costs incurred in the operation and maintenance of the system, and not intended to include depreciation, return on investment, and the like. Should anyone in the customer service area

receive a benefit from any facility owned by District, the construction of which facility was financed or will be financed by sale of District's bonds which are amortized by the levy of an ad valorem tax or by the levy of an operation and maintenance tax, then Customer's rate shall include a component which shall be a payment in lieu of taxes. This component shall be calculated by determining the pro rata benefit to Customer of such facility.

d. In the event District includes a reserve for operation and maintenance in the rates it charges for service within the District, District may include a similar component in the rate it charges Customer. Provided, however, any money District collects from Customer, or the ultimate consumers of utilities in the customer service area, shall be placed into a separate fund, the use of which will be solely for the operation and maintenance of facilities to serve the customer service area.

e. In the event District provides funds for the construction, replacement, operation, or maintenance of facilities which will, in whole or in part, benefit the customer service area, and such funds do not come from customer or customer service area, then the rate to be charged by District may contain a component which shall compensate District for such funds.

Section 4.3. Collection and Payment. If the District provides retail water service, it shall bill the ultimate consumer for such service. If the District provides retail service for both water and sewer, it shall bill the ultimate consumer for both water and sewer services. If the District provides wholesale sewer service, the District shall bill the Customer on a monthly

basis for the cost associated therewith and Customer shall pay District within thirty (30) days of receipt of such bill. District shall have the right to require reasonable deposits for any such service referenced herein.

Section 4.4. Metering Discrepancy. [illegible] calibrate the meters involved in providing services under this agreement every two (2) years at no cost to Customer. If Customer has reason to believe that such meters are in need of calibration in less than a two (2) year period, District shall cause such calibration to take place, and the costs associated with such calibration shall be borne by Customer if the meters are reading accurately and shall be borne by District if the meters are reading inaccurately. For purposes of this agreement, a meter is deemed accurate if it is within ± 5%. In the event the meters are found to be in error, any charges which have been either undercharged or overcharged shall be allocated for the preceeding six (6) month period based on the last mutually acceptable period that it can be agreed that the meters were operating properly.

Section 4.5 Nondiscriminatory Rates. Subject to Section 4.2, the District shall not discriminate in rates, deposits, connection fees, billing, service connection requirements, or the like in providing services under this agreement. Provided, however, the parties understand that the City Water Board requires a deposit of funds as a condition of service and such deposit is based on the amount of water provided by the City Water Board. The District may require Customer to deposit with District, Customer's pro rata share of such deposit. Pro rata share shall mean that amount of deposit required to serve the customer service area.

V.

TERM

Section 5.1. Notice of Exercise of Option. Customer has three (3) years from the date of execution of this agreement to

give notice to District that it is exercising its option to have the District provide water service, sewer service, or both to any or all of the customer service area. It is specifically understood and agreed that notice by Customer to District that customer demands sewer service or water service or both to a specific portion of the land within the customer service area shall activate the obligation of District under this agreement and Customer thereafter shall have the right to require District to provide such services under this contract to such specific portion of the customer service area. Once timely notice has been given, District shall take the necessary steps to provide such service within a reasonable time. If at the expiration of three (3) years, no such notice has been given, this agreement shall become null and void. Provided, however, if Customer gives notice to District of the exercise of a portion of this option, Customer shall have the remainder of the three (3) year option period to exercise its option under this ent in any and all of the remainder of the tract. This shall not act to extend the primary term of the contract.

Section 5.2. Exercise of Option. If Customer elects to exercise its option under this contract for water or sewer service or both, Customer shall provide District with the following:

a. A survey of the exact tract or tracts to be included in the service area of the District;

b. The exact type of service to be provided by District to the tract or tracts described in "a" above (e.g. retail water service, retail sewer service, wholesale sewer service);

c. A preliminary development plan of the tract or tracts to be served;

d. An estimate of the service requirements for each tract to be served;

e. A projected development schedule for the tracts to be served;

f. A commitment of Customer to provide whatever financial assurances may be reasonably required by District, in a form satisfactory to District, as a condition to District constructing any improvements to District's system which will benefit Customer.

Section 5.3. Primary Term. If the option is exercised by Customer and District is notified that it shall be required to provide water service, sewer service, or both, to any of the area covered by this agreement, the primary term of the agreement shall coincide with the term of the June 26, 1974 contract between the City Water Board and the District, and this contract shall remain in force and effect throughout the term of any renewals or extensions of the June 26, 1974 contract.

VI.

CONSTRUCTION, OPERATION, AND MAINTENANCE

Section 6.1. Construction and Dedication. Construction of the system which will provide service to the area in question can be done by Customer, at Customer's option. In the event such construction is done by Customer, the system or systems will be dedicated to District. Provided, however, if District is to provide only wholesale sewer service, Customer shall dedicate to District only those facilities necessary to provide wholesale sewer service and shall retain ownership of the collection system which is providing retail sewer service.

Section 6.2. Operation and Maintenance of System. District agrees to keep the system which is dedicated to it in good operation and repair and take all necessary steps to keep such system fully functional and useful for its intended purposes.

Section 6.3. Standards. Customer agrees that all construction and other improvements which will be constructed under this agreement will be performed in a good and workmanlike manner and in accordance with the applicable standards of the City of San Antonio, the State of Texas, or an appropriate federal regulatory agency, and shall be approved by the Districts Engineer.

## VII.

## ASSIGNMENT

7.1 Assignment with Sale. The parties understand and agree that the customer service area is so large as to make it unlikely that Customer can timely develop the entire tract. Therefore, Customer desires to assign all or part of the rights under this Agreement to subsequent purchasers of land within the customer service area. The parties also understand that the District does not want to be burdened by having to deal with unlimited subsequent assignees under this Agreement. Therefore, the parties agree that Customer may freely assign this agreement, in whole or in part, without additional action by District to subsequent purchasers of all or any part of the land within the customer service area, provided that any such assignments are for tracts of at least 500 acres each. Customer can only assign the rights under this agreement for tracts of less than 500 acres with the prior written consent of the District.

Section 7.2 Assignment Defined. The term assignment, as used in this section, shall mean the transfer by Customer of all rights, privileges, duties, and obligations under this agreement. Such transfer shall specifically define the land within the customer service area which is covered by such assignment.

Section 7.3 Sales without Assignment. The parties understand and agree that Customer may desire to sell tracts of land within the customer service area without assigning the rights and privileges contained in this agreement. Nothing in this agreement shall be construed to compel Customer to convey or assign any rights under this Agreement to subsequent purchasers of land within the customer service area and nothing in this Agreement shall be construed to restrict the sale of such tracts to a minimum of 500 acres. In the event Customer subdivides and sells tracts of less than 500 acres within the customer service area, customer or customers assignee shall retain all rights,

privileges, duties and obligations under this Agreement for such tract unless and until District approves a subsequent assignment.

VIII.

DEFAULT

Section 8.1. Notice and Remedy. In the event that either party believes the other to be in default of this agreement, such party shall serve notice upon the other party by certified mail and give the defaulting party fifteen (15) days to remove such default. In the event Customer is in default of this agreement, District can pursue all remedies available to it to cure such default; provided, however, termination of this agreement will not be sought until all other remedies have been pursued and have failed.

Section 8.2 Payment Under Protest. In the event Customer provides retail sewer service to the ultimate consumers, customer has the right to make payments to District under protest and to negotiate or litigate resolution of any disagreement with respect to wholesale charges for sewer service.

IX.

GENERAL PROVISIONS

Section 9.1 Ownership of Capacity. District and Customer understand and agree that all facilities to be constructed hereunder will be dedicated to and owned by District (except as provided in paragraph 6.1 above). Provided, however, Customer shall own the system capacity of water or sewer or both which is constructed with funds provided by Customer. In the case of a joint use facility, ownership of the system capacity shall be on a pro rata basis. Pro rata shall be calculated in the same manner provided in Section 4.1 herein.

Section 9.2 Notice to Customer. Unless specified otherwise, any notice required or appropriate hereunder shall be sent, certified mail, return receipt requested, to the following:

Notice to Customer
700 Lavaca
Suite 1150
Austin, Texas 78701

Notice to District
17105 Lone Cypress
Helotes, Texas 78023

Section 9.3. Notice to Assignee. After notice of a total or partial assignment under Section VII herein, District shall also give notice to such assignee at such address provided.

Section 9.4. Change of Notice. Any person who is entitled to receive notice hereunder can change the place of notice in the same manner in which any notice would be provided.

Section 9.5. Severability. If any word, phrase, clause, paragraph, part or provision of this contract or the subparagraphs contained herein or the application thereof to any person or circumstance shall be held to be invalid or unconstitutional, the remainder of the subparagraph of this contract shall nevertheless be valid and the District and Customer hereby declares that the subparagraph in this contract would have been inacted without such invalid or unconstitutional word, phrase, clause, paragraph, part or provision.

Section 9.6 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extend that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and state the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts, or other

industrial disturbances, acts of public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Contract, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and any other inabilities of either party, similar to those enumerated, which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

Section 9.7. Multiple Originals. This Agreement shall be executed in a number of counterparts, each of which shall, for all purposes, be deeemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

EXECUTED in multiple originals this the 28th day of March _____, 1984.

SAN ANTONIO RANCH LTD. NO. 1
GRHR, Ltd.
By: RGH, Ltd.

BY: _____
Robert G. Honts, Its
General Partner

SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1

_____
President

ATTEST:

_____

Field notes of 4[illegible]004.4307 acre tract of land s[illegible]uated in Bexar County, Texas being all or pa[illegible] of the following surveys:
W. D. Rounsaval Survey No. 3, Abstract No. 1065,
D. S. Alvey Survey No. 5, Abstract 1036,
M. M. Musquiz Survey NO. 80, Abstract 467.
Max Nuenendorff Survey No. 90, Abstract 1087,
A Jester Survey No. 375, Abstract 381,
Gertrude Tarin Survey No. 376, Abstract 750,
Brooks and Burleson Survey No. 381, Abstract 116,
C. Zilzelmann Survey No. 382, Abstract 787,
Tyler Tap R. R. Company Survey No. 387, Abstract 918,
C. Zilzelmann Survey No. 388, Abstract 988,
Jacob Hoffman Survey No. 389, Abstract 1112,
P. de la Garza Survey No. 403, Abstract 294,
Justo Rodriguez Survey No. 404, Abstract 641,
William Hawley Survey No. 405, Abstract 1093,
French S. Gray Hrs. Survey No. 1014, Abstract 850,
J. B. Mc Michael Survey No. 1, Abstract 1085,
being part of a 8342.343 acre tract of land described by Deed recorded in Volume 7427, page 659 of the Deed Records of Bexar County, Texas situated about 17 miles north west of San Antonio and being described by metes and bounds as follows:

Beginning at an iron pin found in the north west line of Galm Road for the south corner of this tract and being the east corner of a 300.00 acre tract Surveyed December 22, 1982, said point being N 24° 13' 46" E. 7997.10 feet along the north west line of Galm Road from a Concrete monument at a cut-off corner to the north east line of Farm to Market Road 471.

Thence N 65° 55' 41" W. 1638.44 feet with the north east line of the 300.00 acre tract to an iron pin found for an interior corner of this tract and being the north corner of the 300.00 acre tract.

Thence S 24° 04' 19" W. 808.15 feet with the north west line of the 300.00 acre tract to an iron pin found for a corner of this tract and being an interior corner of the 8342.343 acre tract.

Thence N 65° 45' 26" W. 1570.17 feet and N 65° 56' 07" W. 2325.62 feet with a south west line of the 8342.343 acre tract to an iron pin set at corner of fence for the south west corner of this tract.

Thence with the west line of the 8342.343 acre tract as follows:
N 24° 03' 59" E. 2863.13 feet to an iron pin set at corner of fence for an interior corner of this tract.
N 65 57' 01" W. 2499.75 feet to an iron pin found at corner of fence.
N 00° 09' 06" W. 6187.54 feet to an iron pin found at corner of fence for an interior corner of this tract.

Thence S 87° 59' 29" W. 1604.79 feet to an iron pin found at corner of fence.

Thence N 00° 10' 54' W. crossing the north line of the French S. Gray Survey and continuing with the east line of the Pablo Solis Survey No. 176 3/4 and the G. W. Garnett Survey and the west line of Survey No. 387, the C. Zilzelmann Survey No. 388, and the Jacob Hoffman Survey No. 389 and the J. B. Mc Michael Survey No. 1, 11023.54 fet to an iron pin found at corner of fence and N 38° 19' 55" W. 430.88 feet to an iron pin found at corner of fence for the north east corner of this tract and being the south corner of the H. Dahme Survey No. 176 1/10.

Thence N 57° 15' 23" E. 5097.72 feet with a north west line of the 8342.343 acre tract and the north east line of the J. B. Mc Michael Survey No. 1 to an iron pin found at corner of fence for the north corner of this tract.

Thence S 50° 17' 16" E. 1933.24 feet with the north east line of the J. B. Mc Michael Survey No. 1. and the south west line of the V. Zepada Survey to an iron pin set for a corner of this tract.

Thence southeasterly across the 8342.343 acre tract as follows:

S 39° 43' 17" W. 1857.08 feet to an iron pin set in a non-tangent curve for an interior corner.

Southeasterly along the south west line of a 141.34 acre tract and said curve to the right having a radius of 2500.00 feet and a central angle of 48° 33' 21", a distance of 2118.65 feet. (Chord Bears S 44° 23' 16" E. 2055.82 feet) to an iron pin set at the end of this curve and the beginning of a non-tangent curve to the left having a radius of 3850.00 feet and a central angle of 08° 15' 29", a distance of 554.90 feet (Chord Bears S 28° 44' 17" E. 554.42 feet to an iron pin set for a corner of this tract and being the north corner of a 250.00 acre tract.

S 49° 09' 31" W. 1414.23 feet and S 54° 38' 19" W. 2229.66 feet with the north west line of the 250.00 acre tract to an iron pin set for an interior corner of this tract and being the west corner of the 260.00 acre tract.

S 35° 49' 18" E. 7071.38 feet with the south west line of the 250.00 acre tract and a 450.00 acre tract to an iron pin set for an interior corner of this tract and being the south corner of the 450.00 acre tract.

N 54° 38' 56" E. 4294.20 feet with the south east line of the 450.00 acre tract to an iron pin set in the south west line of a 1059.8236 acre tract for a corner of this tract and being the east corner of the 450.00 acre tract.

Thence S 30° 32' 06" E. 4161.44 feet with the south west line of the 1059.8236 acre tract and a 400.00 acre tract to an iron pin found at corner of fence in the south east line of the 8342.343 acre tract for the east corner of this tract.

Thence with the south east line of the 8342.343 acre tract as follows:

S 48° 52' 58" E 268.49 feet to an iron pin found at a fence corner.
S 20° 23' 05" W. 2096.58 feet to an iron pin found at a fence corner.
S 85° 22' 07" W. 65.18 feet to an iron pin found at a fence corner.
S 17° 21' 41" W. 628.83 feet to an iron pin found at an angle in fence.
S 23° 22' 18" W. 3211.38 feet to an iron pin found at an angle in fence.
S 29° 09' 00" W. 110.10 feet to an iron pin found at an angle in fence.
S 23° 50' 57" W. 2817.18 feet to an iron pin found at an angle in fence.
S 17° 51' 08" W. 106.95 feet to an iron pin found at an angle in fence.
S 23° 45' 45" W. 2824.47 feet to an iron pin found at corner of fence in the 90° bend of Galm Road.

Thence S 27° 52' 04" W. 223.20 feet with the north east line of Galm Road to an iron pin found on the south west side of a 48" Oak Tree for an angle.

Thence S 24° 13' 46" W. 533.70 feet with the north east line of Galm Road to the place of beginning and containing 4018.7867 acres save and except 14.356 acres contained within this tract being that 5.455 acres conveyed to S. A. M.U. D. 1 and that 8.901 acre tract conveyed to S. A. R. L. Co. leaving a net acreage of 4004.4307 acres of land according to a survey on the gound in December of 1983 and January of 1984 by Baker Surveying Inc, exclusively for San Antonio Ranch.

JEN:lv
2-15-72

AN ORDINANCE **40397**

AMENDING THE CONTRACT BETWEEN THE CITY AND SAN ANTONIO RANCH, LTD., A PARTNERSHIP, TO PROVIDE CERTAIN MUNICIPAL SERVICES IN DEVELOPMENT OF THE AREA KNOWN AS "NEW TOWN".

* * * *

WHEREAS, the City Council on February 3, 1972 passed and approved Ordinance No. 40358 that authorized a contract between the City and San Antonio Ranch, Ltd., a partnership, to provide certain municipal services in development of the area known and designated as "New Town"; and

WHEREAS, both parties to the subject contract desire to clarify the terminology contained in certain sections of such contract; NOW, THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. That the contract between the City of San Antonio and San Antonio Ranch, Ltd. as authorized by Ordinance No. 40358 enacted by the City Council on February 3, 1972, is hereby amended by clarifying certain terminology and a copy of said contract, as amended, is attached hereto and made a part hereof.

SECTION 2. That the City Manager is hereby authorized to execute such amended contract in behalf of the City of San Antonio.

PASSED AND APPROVED this 17th day of February, 1972.

John Mutts
M A Y O R

ATTEST:

J H Snelmann
City Clerk

APPROVED AS TO FORM: Howard B. Walker
City Attorney

2-8

Texas State Department of Health and the Texas Water Quality Board, and City;

4. Incorporation of whatever construction and inspection techniques and procedures are necessary to eliminate potential ground water degradation from leaks, seeps, spills,

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

AGREEMENT made on this the 17th day of February, 1972, by and between THE CITY OF SAN ANTONIO, hereinafter called "City", and SAN ANTONIO RANCH, LTD., hereinafter called "New Town".

WHEREAS, partners of New Town own approximately 8,400 acres, and are in the process of acquiring an approximate 900 additional acres, a part of which is within the extra territorial jurisdiction of City, and

WHEREAS, it is the intent and desire of both New Town and City that such area be developed in a manner most constructive, efficient and complimentary to City and its population,

NOW, THEREFORE, in consideration of the premises as set out below, the parties agree as follows:

I

Protection of the Edwards Underground Aquifer. Such development shall be accomplished in a manner that will protect the Edwards Underground Aquifer from pollution from development on the New Town land by the following means:

1. Installation of a centralized sewage system of acceptable standards to Texas State Department of Health and the Texas Water Quality Board, and City;
2. Connection of said sewage system into an approved regional sewage system or provision of such other sewage treatment and disposal facilities as may be required by the agency having jurisdiction under the law, and City;
3. Removal of all solid waste generated within New Town to a place and with a method of disposal approved by the Texas State Department of Health and the Texas Water Quality Board, and City;
4. Incorporation of whatever construction and inspection techniques and procedures are necessary to eliminate potential ground water degradation from leaks, seeps, spills,

and discharges from pipelines, tanks, delivery equipment and other facilities or devices or materials;

5. Conducting, prior to development over the recharge zones, intensive investigations regarding the projected quality of storm water runoff, the purification capability of the soils of New Town, the location of primary recharge points, and the determination of the best means of protecting the waters of the Aquifer through controlled flow, diversion, collection, storage and/or treatment. Such report to be given City of San Antonio and to meet their approval.

II

Sewer Facilities.

A. The City will make sewer facilities available to the New Town by either of the following methods:

1. Construct a sewage treatment plant on or adjoining the site off the recharge zone of the Edwards Underground Aquifer;

2. Extend new lines from existing sewage treatment plants or extend existing lines to the New Town.

B. New Town will be responsible for reimbursing the City 100% of costs, including costs of right-of-way required, for the most economical way to extend sewer facilities to it, but such reimbursement shall not require duplicate payment to the City for the same facility or facilities. The City may, of course, at its sole option, choose to construct larger facilities than those needed, as determined by the City, to service New Town's requirements, but such additional capacity will be at the City's cost.

C. The reimbursement referred to in "B" above may be accomplished by one or more or a combination of the following:

1. Direct cash payment by New Town;

2. Obtaining "grants" from the Federal and/or State governments;

3. Obtaining loans from the Federal and/or State governments to the City, but the repayment of any such

loans shall be made out of funds furnished by New Town;

4. New Town will completely process at its expense any applications required in "2" or "3" above and the City will cooperate and execute such written instruments as are required to facilitate such processing.

D. Any financial obligation of New Town may be satisfied in one or a combination of the below:

1. Cash escrow deposits;

2. Bond by "A" rated bonding company.

E. Such reimbursement and/or guarantee as set out in "D" above shall occur prior to any actual required expenditure by the City.

III

New Town In Town. New Town agrees to fully cooperate in every manner with the planning, analysis and feasibility of an application for a New Town In Town in the City in whatever form is desired by City after appropriate investigation of the desirability of such New Town In Town has been completed.

IV

Water, Gas and Electrical Service. New Town agrees to contract with the City Water Board and the City Public Service Board to provide their services to New Town.

V

Extension of Extra Territorial Jurisdiction. City and New Town agree to cooperate to extend the extra territorial jurisdiction of the City to include all of New Town.

VI

Construction of Capital Improvements. Prior to annexation, New Town agrees to construct all capital improvements constructed by it including, but not limited to streets, alleys, fire stations, police stations, playground facilities and all others in a manner to satisfy the City's minimum requirements.

VII

Cooperation to Furnish Additional Required Services. Prior to annexation, the City agrees to cooperate to the fullest to

provide additional required services on a contract basis at the City's applicable rates, or to cooperate in assisting New Town to establish other methods of providing additional services at no cost to the City. Upon annexation, the acquisition from San Antonio Ranch, Ltd. of service facilities within the annexed area by the City shall be upon the terms and conditions of a contract executed for that purpose and the City may audit such facilities at that time to insure their sufficiency.

VIII

Preparation of New Ordinances. New Town will fully cooperate and assist at its own cost with the City Attorney to prepare any new ordinances or amendments to existing ordinances satisfactory to the City to accomplish the intents and purposes of this agreement.

IX

Methods of Funding. The City and New Town agree to cooperate and to use one or a combination of the methods set out in II C above to fund the cost of required capital improvements.

X

City Type Federal Grants And Other Programs. Subject to the above, New Town agrees that the City of San Antonio will have the right to block all City type Federal grants and programs that the City may consider undesirably competitive with the City's other programs.

XI

This agreement is conditioned on the designation and final approval of San Antonio Ranch, Ltd. as a new community by the Urban Development Corporation, Department of Housing and Urban Development.

EXECUTED the day and year first above written.

ATTEST:

CITY CLERK

THE CITY OF SAN ANTONIO

By

SAN ANTONIO RANCH, LTD.

By

General Partner

# CITY OF SAN ANTONIO

**Interdepartment Correspondence Sheet**

TO: Lloyd Garza, City Attorney
Frank Kiolbassa, Director of Environmental Management
Osmund Brynie, Assistant General Manager, City Water Board

FROM: Roland A. Lozano, Director of Planning
Rebecca Q. Cedillo, Asst. Director of Planning

COPIES TO: Catherine Cahill, Legal Dept.; File

SUBJECT: UTILITY SERVICE TO WILD HORSE CANYON

Date August 18, 1987

In 1973, the City of San Antonio approved the formation of San Antonio Municipal Utility District No.1 to serve a portion (3160 acres) of San Antonio Ranch. That part of San Antonio Ranch which is not included within the MUD (5150 acres) has been sold. The developers of this area, known as Wild Horse Canyon, have indicated their intention to obtain water and wastewater service from MUD No.1.

In order to determine whether this arrangement is in the best interest of the City, I would like to meet with you on Monday, August 24 at 2:00 p.m. in the Planning Department conference room. The City Attorney's office has recommended that the following individuals also attend the meeting if possible.

City Water Board - Gaines Griffin from Sawtelle, Goode, Davidson & Troilo

Environmental Management - Martin Rochelle from Robin Lloyd's law firm.

Copies of several agreements with San Antonio Ranch and the MUD are attached for your information.

Please inform Barbara Schwartz at Ext. 7873 if you will be attending the meeting.

Roland A. Lozano
Director of Planning

RAL/MCO/sm
Attachments

A RESOLUTION

73-9-13

DECLARING IT TO BE THE INTENT OF THE CITY OF SAN ANTONIO, IN THE EXERCISE OF ITS REGULATORY AUTHORITY OVER THE AREA, THAT A PETITION SHOULD BE GRANTED FOR THE INCLUSION OF CERTAIN LAND IN SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1.

* * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

The petition which is attached to this Ordinance and made a part hereof is a petition requesting the City's consent that certain land be included in San Antonio Municipal Utility District No. 1, and such petition is hereby granted, subject to the terms and conditions set forth therein; provided however, Paragraph VI, Sub-paragraph (j) is amended as follows:

"(j) Prior to and as a condition to issuance of bonds for storm drainage facilities, on-site sanitary sewer collection lines or local benefit on-site water mains and water service lines, the district shall contract with developer, San Antonio Ranch, Ltd., in form approved by the City or the City Water Board as may be appropriate, to provide that in the event the City abolishes the district by annexing all of its area, acquiring all of its assets and assuming all of its liabilities, the developer will assume the pro-rata share of the interest and sinking fund of the then outstanding bonded indebtedness of the district, or its equivalent, which relates to all storm drainage facilities and all local benefit on-site water mains and water service lines which provide direct water service to a landowner abutting said mains, together with all sanitary sewer collection lines which are in platted areas. These conditions shall not apply, however, to off-site general benefit water mains; to sanitary sewer collection lines which are in areas platted exclusively for road right-of-way, utility easements, recreational green-belt areas and open space areas; or to on-site sewer collection lines and on-site water mains which are required to be oversized by the City or the City Water Board."

PASSED AND APPROVED this 22nd day of February, 1973.

John Gatti
M A Y O R

ATTEST: J H Smelmann
City Clerk

APPROVED AS TO FORM: Howard C. Walker
City Attorney

STATE OF TEXAS )
)
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared JOHN GATTI, Mayor of the City of San Antonio, a municipal

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 as the act and deed of the City of San Antonio and in the capacity therein stated.

WITNESS MY HAND AND SEAL OF OFFICE this 22ND day of February, A.D., 1973.

Jake Tolley Jr.
Notary Public, in and for Bexar County, Texas

STATE OF TEXAS )
COUNTY OF BEXAR )
CITY OF SAN ANTONIO )

I, J. H. Inselmann, City Clerk of the City of San Antonio, Texas, do hereby certify that the within and foregoing is a true and correct copy of Resolution No. 73-9-13, passed by the City Council and approved by the Mayor of said City on the 22nd day of February, 1973, as same appears in the records of my office.

WITNESS MY HAND AND SEAL OF THE CITY, this 22nd day of February, 1973.

J. H. Inselmann
City Clerk of the City of San Antonio, Texas

73-9

PETITION FOR CONSENT TO INCLUDE
LAND IN A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY
COUNCIL OF THE CITY OF SAN ANTONIO:

The undersigned, hereinafter called "Petitioners," being the holders of title to a majority in value of the lands hereinafter described, as such values are indicated by the tax rolls of Bexar County, Texas, acting pursuant to the provisions of Section 54.016, Texas Water Code, respectfully petition for the inclusion of land in a municipal utility district, hereinafter called "District," within the terms and provisions of Section 59, Article 16, Constitution of Texas. In support of this petition for consent to include said lands within the District, Petitioners show as follows:

I.

The name of the district will be "San Antonio Municipal Utility District No. 1."

II.

The area of the land to be included in the district contains 3160 acres, more or less, and lies wholly within Bexar County, Texas. No part of said area is within the limits of any incorporated city or town. Under the provisions of the Municipal Annexation Act (Article 970a, V.T.C.S.), said area is partially within the extraterritorial jurisdiction of the City of San Antonio and is not within such jurisdiction of any other city.

III.

The land, described by metes and bounds, sought to be included within the area of the district, is described in Exhibit "A" attached to this Petition.

IV.

The District will be organized for the purposes of, and the general nature of the work proposed to be done, shall be the

purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to provide a water supply for municipal uses, domestic uses and commercial purposes; collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state and to provide for a comprehensive sanitary sewer monitoring system so as to prohibit any potential pollution of the Edwards Underground Aquifer; gather, conduct, divert, and control local storm water or other local harmful excesses of water in the district; the operation of a comprehensive and continuous street sweeping effort to provide adequate sanitary conditions to prevent pollution to the Edwards Underground Aquifer; create an appropriate governmental unit to operate and maintain the recreation greenbelt and natural area open space which will be developed and provided as a part of the development; and the payment of organization expenses, operational expenses during construction, and interest during construction.

V.

There is a necessity for the above improvements described for the following reasons: The area of the district is located in the northwest quandrant of Bexar County in the proximity of the University of Texas at San Antonio and is proposed for development under the Department of Housing and Urban Development new town concept. The area of the district is urban in nature, is within the growing environs of San Antonio, and is in close proximity to populous and developed sections of Bexar County. The area within the district will, within the immediate future, experience a substantial and sustained residential and commercial growth. At the present time, the area is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities. The health and welfare of the future inhabitants of the area and of territories adjacent thereto,

as well as the protection of the quality of the water in the Edwards Underground reservoir, require the installation and acquisition of an adequate water supply and sewage disposal system and an adequate drainage system for and within the area of the proposed district.

A public necessity exists for the organization of the proposed district to provide for the purchase, construction, extension, improvement, maintenance and operation of water and sanitary sewer systems, drainage facilities and recreational greenbelt and natural area open space to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

Petitioners request consent for the inclusion of the aforesaid lands in a municipal utility district under the following conditions, until such time as said conditions may be changed by City ordinance or resolution, either specific or general:

(a) The district shall be created by the general laws of Texas applicable to municipal utility districts including without limitation those conferred by Chapter 54, Title 4, Water Code, but if any provision of the general law is in conflict or inconsistent with the special provisions listed below, the special provisions listed below shall prevail over those contained in Chapter 54.

(b) Bonds will be issued by the district for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of San Antonio, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities and recreational greenbelt and natural open space areas, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services only within the boundaries of the district and the area of San Antonio Ranch New Town. Such bonds will expressly provide that the district reserves the right to redeem said bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% par; provided that the net effective interest rate on bonds so sold, taking into

account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not less than fifteen (15) nor more than forty-five (45) days after notice of sale of the bonds is given. No land will be added or annexed to the district except that which is within the area of San Antonio Ranch New Town until the City of San Antonio has given its written consent by resolution of the City Council to such addition or annexation.

(c) Before the commencement of any construction within the district, the district, its directors, officers or the developers and landowners will submit to the City of San Antonio or the City Water Board as may be appropriate, all plans and specifications for the construction of water, sanitary sewer and drainage facilities to serve such district and such plans and specifications shall be approved by the City. Prior to the construction of such facilities within the district, the district or its engineer will give written notice to the City or the City Water Board as may be appropriate stating the date that construction will be commenced. The construction of the district's water, sanitary sewer and drainage facilities shall be in accordance with the approved plans and specifications and shall equal or exceed applicable standards, specifications and criteria of the City of San Antonio or the City Water Board as may be appropriate. During the progress of the construction and installation of facilities, the City of San Antonio or the City Water Board as may be appropriate shall be authorized to make field inspections of the project.

(d) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the district will obtain the approval of a Planning Commission of the City of San Antonio of a plat which will be duly recorded in the Map and Plat Records of Bexar County, Texas, and otherwise comply with the rules and regulations of the Planning Department of the City of San Antonio.

(e) The district shall purchase its entire water supply for domestic, municipal and industrial uses from the City Water Board at the Board's established OCL rates, and the district shall be specifically prohibited from drilling any new well or from utilizing any existing water wells for the above stated uses. The district may use on-site production capacity for irrigation of public recreational greenbelt and natural open space areas and for other public recreational facilities.

(f) Any contract entered into by the district with other persons, corporations (public or private), municipal corporations (except the City of San Antonio), political subdivisions of the State of Texas, and others, for the purchase of water or for sewage disposal shall not be binding on the City of San Antonio or the City Water Board in the event that all or any part of the District is annexed by the City of San Antonio, and as a result of said annexation the City of San Antonio acquires all of the assets of the district and assumes all of its liabilities and duties.

(g) There shall be no privately owned water mains, water service lines, or water supply wells within the district.

(h) Professional fees paid by the district shall be reasonable and consistent with fees established by the Municipal Advisory Council of Texas, Section X, Addendum to the June, 1965 Revision; fees recommended by the State Bar of Texas; and engineering fees established by the Texas Society of Professional Engineers, respectively.

(i) All financial records of the district shall be audited annually by a certified public accountant approved by the City of San Antonio, and copies of the audit report shall be submitted to the City of San Antonio and to the City Water Board within 30 days after completion of the audit.

(j) Should the City abolish the district by annexing all of its area, acquiring all of its assets and assuming all of its liabilities, the developer agrees to assume the pro-rata share of the sinking fund obligation of the district which relates to all storm drainage facilities, together with all sanitary sewer collection lines within platted areas; provided however, this requirement shall not apply to areas platted exclusively for road right-of-way, utility easements, recreational greenbelt areas and open space areas or to on-site sewer collection lines required to be oversized by the City.

(k) The district shall not employ a tax-assessor-collector who is related in anyway to anyone holding as much as five (5) percent of land within the district.

(l) The developer shall provide notice to prospective purchasers of land that the land is within the boundaries of a municipal utility district which has the power to levy an unlimited tax.

VII.

It is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately $25,000,000, plus interest during construction.

WHEREFORE, Petitioners respectfully pray that this petition be granted in all respects and that the City of San Antonio give its written consent to the inclusion of the aforesaid land in said district.

Exhibit "A"

SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1
BOUNDARY DESCRIPTION

THE STATE OF TEXAS
COUNTY OF BEXAR

FIELD NOTES of a survey of 3166.24235 acres of land, having acreage in several surveys as follows:

Small part of Survey No. 1, Abst. 1085, John B. McMichael, original grantee, part of Survey No. 3, Abst. 1065, W. D. Rounsavall, original grantee, part of Survey No. 5, Abst. 1036, D. S. Alvey, original grantee, part of Survey No. 7, Abst. 1045, Manuel Gomez, original grantee, part of Survey No. 7, Abst. 1027, Texas Central R.R. Company, original grantee, part of Survey No. 8, Abst. 1208, J. Hoffman, original grantee, part of Survey No. 8, Abst. 1143, Mrs. M. A. Sharp, original grantee, part of Survey No. 181 1/2, Abst. 361, D. Hernandez, original grantee, part of Survey No. 228, Abst. 644, John Ross, original grantee, part of Survey No. 228 1/2, Abst. 768, J. A. Torres, original grantee and part of Survey No. 9, Abst. 1026, T. C. R.R. Company, original grantee and being situated about 17 miles NW of San Antonio, in Bexar County, Texas. Said 3166.24235 Acre Tract being further described, in one body, by metes and bounds as follows:

BEGINNING at an iron pin by fence corner, the SE corner of the J. A. Torres Survey, the SW corner of Survey No. 228, J. M. Ross, the SE corner of a certain 208.5 Acre Tract descirbed in a deed from Charles Hoffman to Caroline Hoffman dated January 7, 1915 and recorded in Vol. 454 at Pg. 178 of the Deed Records of Bexar County, Texas;

THENCE with fence and South boundary line of said J. A. Torres Survey, N 83-36 W 918.52 ft. to an iron pin by fence corner, the NE corner of said Survey No. 9, T. C. R.R. Company;

THENCE with fence and common boundary line of said Survey No. 9 and the A. Guerrera Survey, S 06-15 W 2701.31 ft. to an iron pin by fence corner, the NW corner of Survey No. 224 1/3;

Dated at Bexar County, Texas, this 13 day of February, 1973.

San Antonio Ranch, Ltd.
by New Town Management
Company, Ltd.,
by GRHR, Ltd.,
by RGH, Ltd.

By: Bob Honts
BOB HONTS,
General Partner

/S/ Hayden W. Head
HAYDEN W. HEAD

/S/ Annie Blake Head
ANNIE BLAKE HEAD, Individually and as Testamentary Trustee for Randolph Blake Farenthold, Deceased

James Lawrence Wood
JAMES LAWRENCE WOOD, Trustee for the Lambert-James Lawrence Wood Trust, Lambert-Pattie Claire Wood Wofford Trust, Lambert-Marie Jean Farley Trust, Lambert-Catherine Elizabeth Searcy Trust, and Lambert-Richard Lambert Wood Trust

Carrie G. Wood
CARRIE G. WOOD, Trustee for the Lambert-James Lawrence Wood Trust, Lambert-Pattie Claire Wood Wofford Trust, Lambert-Marie Jean Farley Trust, Lambert-Catherine Elizabeth Searcy Trust, and Lambert-Richard Lambert Wood Trust

CATHERINE ELIZABETH SEARCY, Trustee for the Lambert-James Lawrence Wood Trust, Lambert-Pattie Claire Wood Wofford Trust, Lambert-Marie Jean Farley Trust, Lambert-Catherine Elizabeth Searcy Trust, and Lambert-Richard Lambert Wood Trust

Richard Lambert Wood
RICHARD LAMBERT WOOD, Trustee for the Lambert-James Lawrence Wood Trust, Lambert-Pattie Claire Wood Wofford Trust, Lambert-Marie Jean Farley Trust, Lambert-Catherine Elizabeth Searcy Trust, and Lambert-Richard Lambert Wood Trust

THENCE with fence and North boundary line of the Frank Hoffman Allotment of the Jacob Hoffman Ranch as described in a Partion Suit No. 21355 in 57th District Court of Bexar County, Texas and recorded in Vol. 6 at Pgs. 216-222 of said Court, N 83-24 W 5001.139 ft. to the NW corner of said Frank Hoffman Allotment, an iron pin set North of fence corner post for corner;

THENCE with fence and West boundary line of said Frank Hoffman Allotment, S 15-50 W 5337.861 ft. to an iron pin in rock mound from which a L.O. 4" in diameter brs., S 79 W 41.0 ft.; a cedar 7" in diameter brs., N 85 W 33.3 ft. and a cedar 8" in diameter brs., N 23 W 25.4 ft.;

THENCE with fence and westerly boundary line of the Caroline Hoffman Allotman as described in said Partion Suit, S 15-48 W 2692.72 ft. to an iron pin by fence corner;

THENCE N 29-35-24 W 14,371.572 ft. to an iron pin near abandoned water reservoir, the recognized SE corner of the Victoria Zepeda Survey;

THENCE with easterly boundary line of said Zepeda Survey, N 43-24 E 1887.85 ft. to an iron pin by fence corner, the reputed NE corner of the Victoria Zepeda 80 Acre Tract;

THENCE continuing with W. J. Lytle, Jr. Property and along abandoned location of fence, N 48-10 W 472.77 ft. to an iron pin and N 41-17 E at 2100.00 ft. pass the SW corner of the Rosie Gonzales 27.96 Acre Tract, continuing with fence a total distance of 3972.04 ft. to the SE corner of the R. L. White 24.18 Acre Tract;

THENCE with fence and northeasterly boundary line of said White Tract, N 49-04 W 1265.98 ft. to an iron pin set at the point of intersection with the southerly boundary line of State Hwy. 16 (1973 location);

THENCE with southerly R.O.W. line of said Hwy. 16 (1973 location), N 47-12-47 E 238.870 ft. to an iron pin; N 41-30-09 E 644.000 ft. to an iron pin; N 52-47-09 E 102.220 ft. to an iron pin; N 46-49-18 E 188.350 ft. to an iron pin; N 57-27-56 E 188.560 ft. to an iron pin; N 68-06-56 E 188.560 ft. to an iron pin; N 78-45-56 E 188.560 ft. to an iron pin; N 89-24-56 E 188.560 ft. to an iron pin; S 79-56-04 E 188.560 ft. to an iron pin; S 69-18-00 E 188.020 ft. to an iron pin; S 69-43-22 E 100.110 ft. to an iron pin; S 63-59-25 E 532.910 ft. to an iron pin; S 66-09-06 E 238.380 ft. to an iron pin; S 74-05-16 E 239.590 ft. to an iron pin; S 78-39-17 E 108.520 ft. to an iron pin and S 83-03-30 E 203.680 ft. to an iron pin at corner leaving Hwy. 16 (1973 location);

THENCE with fence and leaving said Hwy. 16 (1973 location), S 82-16-00 E 222.120 ft. to an iron pin; S 31-54-00 E 331.420 ft. to an iron pin; S 71-30-00 E 185.170 ft. to an iron pin and S 77-28-00 E 439.710 ft. to an iron pin set in the westerly boundary line of the Pedro Hernandez Survey;

THENCE with fence, S 00-46-00 W 1994.06 ft. to an iron pin set at the reputed SW corner of said Hernandez Survey;

THENCE with fence and southerly line of said Hernandez Survey, S 89-40-00 E 2438.000 ft. to an iron pin by fence corner, in the westerly boundary line of the Santos Blanco Survey;

THENCE with fence, S 30-34-00 W 292.48 ft. to an iron pin by fence corner, the SW corner of said Blanco Survey;

THENCE with fence and South line of said Blanco Survey, S 62-47-00 E 1860.18 ft. to the SE corner of said Blanco Survey;

THENCE with fence, S 28-17 W 224.80 ft. to the SW corner of the J. Hardberger Survey;

THENCE with fence and South line of said J. Hardberger Survey, S 61-33 E 1884.61 ft. to this SE corner;

THENCE with fence, S 27-22 W 232.47 ft. to the SW corner of the G. W. Tindall Survey;

THENCE with fence and South line of said Tindall Survey, S 61-19 E 2518.010 ft. to its SE corner, in the North boundary line of the J. A. Torres Survey;

THENCE with fence, S 85-03 E 973.460 ft. to the point of intersection with the westerly R.O.W. line of said State Hwy. 16 (1973 location);

THENCE with said westerly R.O.W. line of said Hwy. 16 (1973 location), S 15-26-02 E 1068.690 ft. to an iron pin and S 10-24-51 W 20.530 ft. to the beginning of a curve to the left;

THENCE with curve left whose radius is 310.44 ft., central angle is 60-50-35, for a distance of 329.66 ft. to the end of said curve;

THENCE continuing with said R.O.W. line of said Hwy. 16 (1973 location), S 36-06-54 E 156.890 ft. to an iron pin; S 37-18-41 E 234.510 ft. to an iron pin and S 46-09-21 E 241.340 ft. to the point of intersection with an upper southerly boundary line of the aforesaid 208.5 Acre Tract;

STATE OF TEXAS )

COUNTY OF BEXAR )

BOB HONTS, first being duly sworn, upon his oath says:

I am more than 21 years of age. I am personally familiar with the ownership within the area of proposed San Antonio Municipal Utility District No. 1, Bexar County, Texas, which area is described in the petition dated February 9, 1973, addressed to the City Council of San Antonio, praying for consent to the organization and creation of said district. The individuals who signed said petition as landowners constitute a majority in value of the holders of title of the lands within the proposed district, as shown by the tax rolls of Bexar County, Texas.

Bob Honts

BOB HONTS

Sworn to and subscribed before me, this 13 day of February, 1973, at Bexar County, Texas.

Beth Pullen

Notary Public in and for Bexar County, Texas

My commission expires: 4/1/73

THENCE with fence and upper southerly boundary line of said 208.5 Acre Tract, N 83-52 W 626.01 ft. to the point of intersection with the West boundary line of said Survey No. 228, an iron pin by fence corner post for corner;

THENCE with fence and common boundary line of said Survey No. 228, and the J. A. Torres Survey, S 05-48 W 807.84 ft. to the place of beginning.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that the same is true and correct. Witness my hand and seal this the 23rd day of January 1973.

John H. Poerner

Registered Public Surveyor
#507

STATE OF TEXAS
JOHN H. POERNER
507
REGISTERED PUBLIC SURVEYOR

(24.)

NPC:dc
4-2-74

AN ORDINANCE 43652

PROVIDING FOR THE EXTENSION OF THE EXTRATERRITORIAL JURISDICTION AREA OF THE CITY OF SAN ANTONIO TO INCLUDE CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING EXTRATERRITORIAL JURISDICTION OF THE CITY.

* * * *

WHEREAS, the population of the City of San Antonio is in excess of 600,000 inhabitants and the Municipal Annexation Act of Texas (Article 970a) provides that said city shall have an extraterritorial jurisdiction extending five miles from its city limits, and

WHEREAS, Section 3C of said statute authorizes extension of the extraterritorial jurisdiction of the City to include contiguous territory provided the owners thereof request such expansion; and

WHEREAS, a portion of the property known as San Antonio Ranch New Town is presently within the extraterritorial jurisdiction of the City of San Antonio, and

WHEREAS, the owners of San Antonio Ranch New Town properties have petitioned the City Council to extend the City's extraterritorial jurisdiction to include the remainder of San Antonio Ranch New Town within the City's extraterritorial jurisdiction, a copy of said petition being attached hereto (marked "Exhibit A") and incorporated herein for all purposes; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

The land and territory contiguous to the existing extraterritorial jurisdiction area of the City of San Antonio described in "Exhibit B", attached hereto and incorporated herein by reference, containing 8341+ acres, save and except the portion of said property presently within the City's extraterritorial jurisdiction, is hereby included in the extraterritorial jurisdiction area of the City of San Antonio, Texas. A map or plat of the area marked "Exhibit C" is attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 11th day of April, 1974.

M A Y O R

Charles L. Becker

74-16

ATTEST:

City Clerk

APPROVED AS TO FORM: _____

City Attorney

:amt
0/74

AN ORDINANCE 44168

AUTHORIZING APPROVAL OF A CONTRACT BETWEEN SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1 AND SAN ANTONIO RANCH LIMITED.

* * * * *

WHEREAS, the City Council enacted Resolution No. 73-9-13 on February 22, 1973 accepting the petition of San Antonio Municipal District No. 1 to include certain lands in said district subject to terms and conditions imposed by the City of San Antonio; and

WHEREAS, in accordance with said resolution a contract by and between San Antonio Municipal District No. 1 and San Antonio Ranch Limited is hereby presented for Council consideration; and

WHEREAS, there is a cause of action No. 73-3378 now pending on appeal before the United States Court of Appeals for the Fifth Circuit, entitled Sierra Club, et al vs. James T. Lynn, Secretary of the United States Department of Housing and Urban Development et al; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager is authorized to approve, on behalf of the City, a contract between San Antonio Municipal Utility District No. 1 and San Antonio Ranch Limited as required by City Council Resolution No. 73-9-13. A copy of said contract is attached hereto and incorporated herein by reference.

SECTION 2. The acceptance of said contract by this ordinance should not be construed as impairing or affecting in any manner the rights of any party in that certain cause No. 73-3378 in the United States Court of Appeals for the Fifth Circuit, entitled Sierra Club et al vs. James T. Lynn, Secretary of the United States Department of Housing and Urban Development et al.

PASSED AND APPROVED this 1st day of August, 1

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FORM: City Attorney

A CONTRACT
BETWEEN SAN ANTONIO
MUNICIPAL UTILITY DISTRICT NO. 1
AND
SAN ANTONIO RANCH, LTD.

PREAMBLE

WHEREAS, San Antonio Ranch, Ltd., hereinafter called "Developer," is the owner and developer of land within San Antonio Municipal Utility District No. 1, hereinafter called "District"; and

WHEREAS, the City of San Antonio, hereinafter called "City," in its Resolution No. 73-9-13 consenting to the creation of District, required Developer to assume a portion of th then outstanding bonded indebtedness of District should City abolish District by annexing all of its area; and

WHEREAS, Developer agrees to assume that portion of the then outstanding bonded indebtedness of District defined in this contract upon annexation by City of all of the area of District; and

WHEREAS, District believes this contract should be executed in order to comply with the requirements of City's Resolution No. 73-9-13;

NOW, THEREFORE, it is mutually Contracted and Agreed that

1. Prior to each sale and delivery (issuance) of bonds for storm drainage facilities, on-site sanitary sewer collection lines or local benefit on-site water mains and water service lines, District will prepare an accounting of the disposition of the bond funds which itemizes the cost of all storm drainage facilities and all local benefit on-site water mains and water service lines which provide direct water service to a landowner abutting said mains, together with all sanitary sewer collection lines which are in platted areas. In addition, District shall itemize the cost of off-site general benefit water mains, sanitary sewer collection lines which are

in platted areas. In addition, District shall itemize the cost of off-site general benefit water mains, sanitary sewer collection lines which are in areas platted exclusively for road right-of-ways, utility easements, recreational greenbelt areas and open space areas and on-site sewer collection lines and on-site water mains which are required to be oversized by the City or the City Water Board.

2. In the event City abolishes District by annexing all of its area, acquiring all of its assets and assuming all of its liabilities, the Developer agrees to assume the pro-rata share of the then outstanding bonded indebtedness of the district, or its equivalent, which relates to all storm drainage facilities and all local benefit on-site water mains and water service lines which provide direct water service to a landowner abutting said mains, together with all sanitary sewer collection lines which are in platted areas. These conditions shall not apply, however, to off-site general benefit water mains; to sanitary sewer collection lines which are in areas platted exclusively for road right-of-way, utility easements, recreational greenbelt areas and open space areas; or to on-site sewer collection lines and on-site water mains which are required to be oversized by the City or the City Water Board.

3. District shall submit the cost analysis discussed in Section 1 of this contract to Developer for his approval. In the event District and Developer cannot agree, such cost analysis shall be submitted to the City Council of the City of San Antonio for arbitration and the Council's decision shall be binding on both parties. Upon written acceptance of the cost analysis by both parties, it shall become a part of this contract and shall be the basis for the liability Developer will assume under the terms of this contract. The District and the Developer shall file a copy of the cost analysis with the City Clerk of the City of San Antonio and with the City Water Board.

4. Within thirty (30) days after annexation of District by City, Developer will escrow in a national bank in Bexar County, Texas, an amount equal to one-twelfth (1/12) of the annual principal and interest debt service attributable to that portion of the then outstanding bonded indebtedness which Developer has assumed herein, and shall continue to make such payments in monthly installments until the bonds are retired. The Escrow Contract shall provide that payment of the funds from this account will be made into the interest and sinking fund which will retire the bonds attributable to District fifteen (15) days before the due date of such principal and interest payments. Provided, however, that all interest and investment proceeds of the escrow account shall be the property of Developer and may be withdrawn or used to make payments under this agreement at the sole discretion of Developer.

5. The City will give District ninety (90) days prior written notice before annexation and acquisition of all the District's assets and assumption of all the District's liabilities. Within sixty (60) days of such notice, Developer will file with the City Clerk of the City of San Antonio a performance bond executed by a surety company holding a license to do business in Texas, in an amount equal to the then outstanding pro-rata share of the bonded indebtedness of the District which relates to all storm drainage facilities and all local benefit on-site water mains and water service lines which provide direct water service to a landowner abutting said mains, together with all sanitary sewer collection lines which are in platted areas. Said bond shall guarantee the performance of the conditions of paragraph 4. above and shall be in a form approved by the City Attorney.

WITNESS OUR HAND AND SIGNATURES this _____ day of _____, 1974.

SAN ANTONIO RANCH, LTD.

By_____
Robert G. Honts, a general partner

SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1

By_____
President, Board of Directors

ATTEST:

_____
Secretary

APPROVED:

CITY OF SAN ANTONIO, TEXAS

By:_____
Sam Granata, Jr.,
City Manager

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By:_____
Crawford B. Reeder,
City Attorney

## Retail/Commercial

(Continued from page 8)

**15. Texaco USA** received a building permit for a convenience store at 2310 Babcock Road, with a construction value of $400,000.

Three **REZONING** cases were approved in July by the City of San Antonio for Retail/Commercial land uses, totalling 94.4 acres.

**16. Solsbery/1604, LTD** received B-3 rezoning on 34.2 acresnortheast corner of Loop 1604 and Bulverde Road.

**17. Mainland Drive, LTD** was granted B-3 and B-2 rezoning on 3.03 acres for development of a shopping center northeast of the intersection of Park Vista Drive and Tezel Road.

**18. Denton Development Company** received P-1 (R-A) on 54.4 acres and P-1 (B-3R) on 2.8 acres, northeast of the intersection of Austin Hwy. and Ira Lee Road for equestrian and recreation use in Oakwell Farms.

**Rolling Oaks Mall (19)** opened with 40 stores and an estimated 35,000 customers on its first day of operation. A development of Melvin Simon & Associates Inc., and Homart Development Corp., the mall is located at the intersection of Nacogdoches Road and Loop 1604. Targeting consumers from northeast San Antonio and the suburban communities in the San Antonio-Austin corridor, the mall anticipates drawing from an identified 260,000 persons living in its market area. Phase I of the mall will accomodate 119 stores, and Phase II (tentatively scheduled to open in 1990) will add four more department stores and another 35 stores. (Express-News, July 29, 1988) The first store is open on the Blum Street portion **(20)** of **RiverCenter Mall.** Named **Campus Lifestyles,** the store follows a 1940s theme, and offers leisure wear and tourist accessories. (San Antonio Light, July 15, 1988)

An additional 500 to 600 permanent part-time workers will be hired for the **Sears Roebuck & Co.** telephone catalog center beginning October 1, 1988. The 800-employee center opened in February at 1560 Cable Ranch Road **(21)**.

**RETAIL/COMMERCIAL ACTIVITY**
**(Value in $000s)**

| | July 1987 | July 1988 | Percent Change |
|---|---|---|---|
| Stores & Retail Buildings | $170 | 3,264 | +1,819.4% |
| Comm. Addns. & Repairs | $10,804 | $17,398 | +61.0% |
| Plats<br>Acres | 3<br>6.94 | 2<br>6.88 | -33.3%<br>-0.86% |

Source: City of San Antonio, Department of Planning and Building Inspections

(San Antonio Light, August 13, 1988)

Walmart Stores Inc. will create an estimated 600 new jobs in San Antonio by October 1988, and more than 1,000 by next year. The company is nearing completion on a 106,000-square-foot **Sam's Wholesale Club (22)** at 5055 NW Loop 410 respectively, prior to opening in Late September and October 1988. Another Walmart is scheduled to open in October at US Hwy 281 and Bitters Road **(23)**, in Embassy Oaks, employing 170 persons in the 100,000-square-foot facility. By the end of 1988, two more Walmarts of similar size will be completed, at I-35 and Walzem **(24)**, and at Military Drive and Roosevelt **(25)**. Each of these locations will employ 170 persons. (San Antonio Light, August 11, 1988)

The president of **Lack's Stores Inc,** announced that construction is to begin on a new Lack's Furniture Center at 2600 SW Military Drive **(11)**. Scheduled to open in early 1989, the new store will have more that 43,000 square feet of showroom, office, and warehouse space. (Express-News, July 27, 1988)

San Antonio City Council approved the creation of two enterprise zones in San Antonio for business development. One zone is in the Cherry **Street** area on the east side **(26)**, and the other is in a military overlay zone near **Kelly Air Force Base (27)** and includes the Mexican American Unity Council industrial park. State law allows a third zone elsewhere in the City. (Express-News, August 12, 1988)

### LODGING

San Antonio hotel operators have experienced a dramatic increase in business since the opening of **Sea World of Texas.** Officials of the 325-room **Wyndham Hotel (28)** noted an improvement of 25% to 30% in business from last summer, with occupancy rates averaging 80%. **La Quinta Motor Inns** executives indicated that in the nearly 1,600 rooms in 12 local inns, occupancy is running almost 100% every night of the week. Also, construction has begun on an addition to the **La Quinta Inn at Ingram Park (29)** near Sea World. The manager of the **Texian Inn** at I-10 and Wurzbach Rd **(30)** revealed that occupancy was 95% in July, a 15% increase from a year earlier. (Express-News, July 25, 1988)

Guest rooms at the **Hyatt Regency,** 123 Losoya **(31)** will be remodeled. The renovation is valued at $1,089,000 in a July 1988 building permit. (City of San Antonio, Department of Building Inspections, July 1988)

## Mixed-Use Development

Through a subsidiary, **Ray Ellison Homes Inc.** has purchased 5,152 acres of land outside Loop 1604 between Culebra and Bandera roads **(32)**. The property is called **Wild Horse Canyon**. No plans were announced to develop the area at this time, as it was acquired for "investment" purposes. (San Antonio Business Journal, Week of August 15, 1988)

**PRELIMINARY OVERALL AREA DEVELOPMENT PLANS (POADPs)** filed with the city of San Antonio in July consisted of slight revisions on two subdivisions. (City of San Antonio, Department of Planning)

AP # 274

AME Wild Horse Canyon

ATE RECEIVED 3/20/87 DATE EXPIRES / /

ONSTRUCTION BEGINS / / CONSTRUCTION ENDS / /

DEVELOPER WSLA Dev. Corp.
ADDRESS 2910 E. Camelback Rd., Suite 180
Phoenix, Ariz. 85016 (602) 956-2138
ENGINEER PRC Engineering
PHONE 1114 Lost Creek Blvd., Suite G-10
Austin, TX 78746 (512) 327-8272
Contact: Thomas Ellis

RZD ✓ MAOD PUD HIST. WATER SEWER

GRID 080 Y GRID 620 CT1 1821 CT2 SERIAL ZONE 1 SERIAL ZONE 2 SERIAL ZONE 3 ICL OCL

F1 2995.2 SF2 . SF3 . SF4 . SF5 . SF LOTS

F1 ~~110.5~~ 111 MF2 . MF3 . MF4 . MF5 . MF6 . MF LOT

M1 ~~86.2~~ CM2 ~~51.9~~ 138 CM3 . CM4 . CM5 . CM6 . CM LOT

N1 . IN2 . INLOT OT1 . OT2 . OT3 . OT4 .

L1 . IL2 . IL3 . IL4 . IL5 . IL6 . IL LOT

T LOT 1909 = Other

OR

OTAL 5,152.6

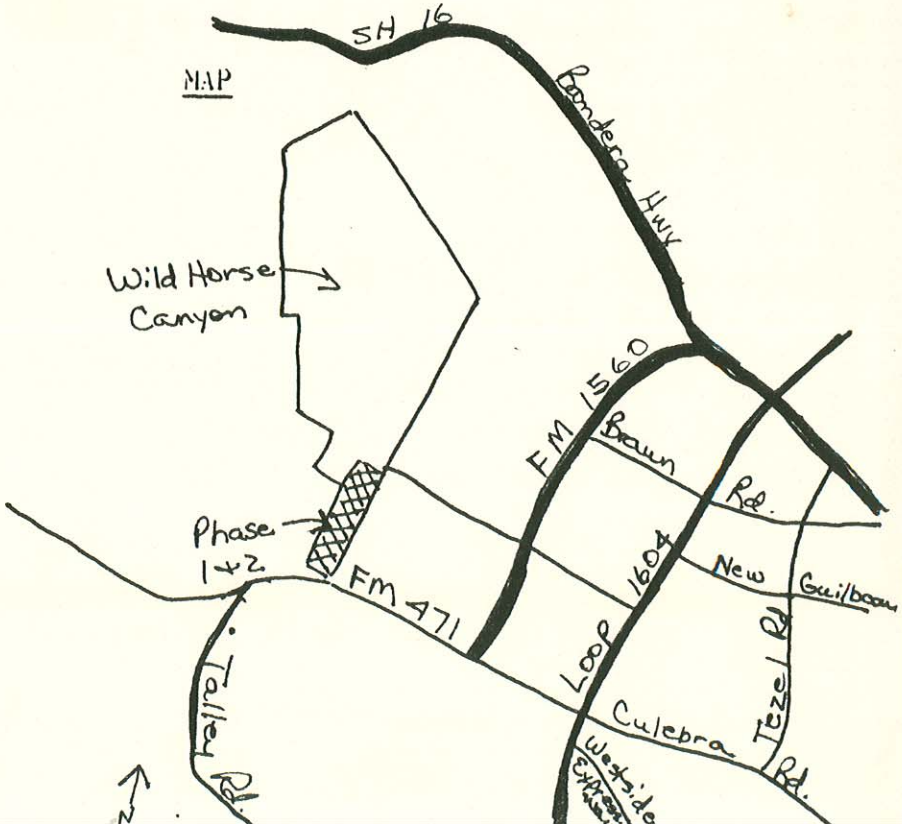
AMC

HER INFORMATION

## Land Use Summary

| | Acres | F.A.R. Density |
|---|---|---|
| SF Detached | | |
| SFD Estate | 334.7 | 1.0 |
| SFD Low | 634.6 | 2.5 |
| SFD Medium | 1,244.2 | 3.5 |
| SFD High | 507.8 | 5.0 |
| SFA (attached) | 278.9 | 7.0 |
| S.T. | 2995.2 | |
| MF | 110.5 | 17.5 |
| Comm-Retail | 86.2 | .23-.25 |
| Comm-Off | 51.9 | .30-.40 |
| S.T. | 3242.1 | |
| Rights of way | 258.5 | |
| Steep slopes | 470.3 | |
| Open space/floodpl. | 1,171.4 | |
| Equestrian Cnt. | 9.2 | = 5,152.6 ac. |

MAP



WESTERN SAVINGS
The foresight people.

Suite 180
2910 East Camelback Road
Phoenix, Arizona 85016-4406
602/956-2138

Real Estate Investment
and Sales Division

RECEIVED
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CURRENT PLANNING
DIVISION

April 13, 1988

Mr. Michael C. O'Neal
Planning Administrator
City Planning Department
City of San Antonio
114 West Commerce Street, 4th Floor
San Antonio, Texas 78205

**RE: WILD HORSE CANYON**

Dear Mr. O'Neal:

As a follow up to our meeting with your staff on April 1, 1988, the purpose of this letter is to recap the new direction of the Wild Horse Canyon Master Plan and development program. After extensive analysis it is the belief of WSLA Development Corporation that Wild Horse Canyon be revised from a high density mixed use plan to a low density single family estate lot plan. Such an overall reduction in density will better facilitate the site's natural amenities, while significantly reducing the amount of impervious cover and soil disturbance for the protection of the underlying Edwards Aquifer.

From an economy of scale and marketing standpoint, it is obvious that the absorption period for the project will be significantly reduced. When you consider our projected sales prices for these estate lots, we will be including a segment of the market that is currently not represented in the West Plex area.

As existed in the previous master plan, we are continuing our commitment to provide a realistic amenity package, which includes entry features, lakes, extensive landscaping, hiker and equestrian trails, and equestrian center. We are still analyzing the economics of an 18-hole championship golf course and would like to discuss this option with the City Parks and Recreation Department.

The traffic network system that was approved on the previous POADP remains unchanged, with the exception of the rights-of-way being reduced on the primary north-south arterial from 110 feet to 86 feet and the most northwesterly loop being reduced from 86 feet to 60 feet. All east-west secondary arterials remain in conformance with the San Antonio Thoroughfare Plan.

With respect to the north-south roadway and its right-of-way reduction to 86 feet, you may recall that with our previous POADP, WSLA was to construct a four-lane roadway based on a cross-section of an 86-foot right-of-way; but would dedicate a 110-foot right-of-way for future lane expansion. This lane expansion would have been constructed by the City at such time as the traffic volumes warranted.

The right-of-way and lanes for this arterial were sized based on a Traffic Impact Analysis which was prepared for the creation of the now dissolved Northwest Bexar County Road District No. 2. The total average daily trips (ADT) projected to be generated by the District (which included San Antonio Ranch) were 286,583, of which 81,760 were generated by San Antonio Ranch. With our proposed reduction in density under the new master plan, the ADT's generated by the two projects are estimated to be 98,500. This overall reduction of 188,000 trips demonstrates that there is no longer a need for a 4-lane, 110-foot right-of-way.

What we are proposing to construct, as I indicated at our last meeting, is a four-lane facility without curb and gutter and sidewalk from Culebra to the intersection of Galm Road extended west and then two lanes only for the remaining 4.5 miles to our north boundary.

It was suggested at the last meeting that we review alternate pavement sections for the various proposed rights-of-way within the project. The following table outlines our proposed cross-sections:

| ROW | Pavement Width/Lanes | Pavement Surface/Base | Type Drainage |
|---|---|---|---|
| 50' | 26'/2 | 1-1/2" ASP/8" | Grass Swale |
| 60' | 26'/2 | 1-1/2" ASP/8" | Grass Swale |
| 86'* | 2 @ 12' w/14' grass median | | Grass w/Gravel Shoulder |

* Curb and gutter will be provided for several hundred feet at the entry features at Galm and Culebra.

As you are aware, WSLA is currently negotiating with San Antonio MUD No. 1 to have their 1 MGD discharge permit assigned to us, at which point we will negotiate with the City to build our STP and assign the discharge permit and plant to the City. One of our primary goals for this estate lot plan is to provide a sanitary sewer system that services all lots versus a septic tank system over the aquifer. To accomplish this goal, we propose to utilize an alternative sewer system comprised of grinder pumps for each dwelling unit and low pressure lateral lines.

The negotiations with San Antonio MUD No. 1 also include an assignment of their Certificate of Convenience and Necessity to the City Water Board, to allow Wild Horse Canyon to receive water service directly from the Board versus as an out-of-district customer to the MUD.

Due to the extreme topogrpahy of the Wild Horse Canyon property and the fact that a limited number of lots will be fronting onto cul-de-sacs, we are requesting a variance to the 500-foot length limitation for residential cul-de-sacs. Since we are proposing to develop a low density rural subdivision, we would request a variance for the installation of street lights at street intersections only.

With regard to overall storm drainage facilities and decreasing the amount of flood plain, we will be preparing a master drainage study that will analyze these factors along with the question of recharge.

This letter highlights the thought process behind the new master plan and gives justifications to our variance requests.

We look forward to inspecting the site with you on April 15, 1988, and to further discuss the opportunities and constraints of this exciting project.

Very truly yours,

WSLA DEVELOPMENT CORPORATION

Thomas J. Ellis
Project Manager

TJE/nll
copy to: Mr. Brett Butler
Mr. Douglas Jaffe
Mr. R. Crawford Logan
Mr. Mark McLaren
POADP Committee