



Property Owners Association

June 19, 2025

LVSA I, Ltd.  
Attn: Patricia Stout  
8930 Wurzbach Suite 150  
San Antonio, TX 78240-1037

**RE: LVSA- STOAPAP5E/P13AL  
Conceptual Review "Townhomes"**

Dear Madam/Sir,

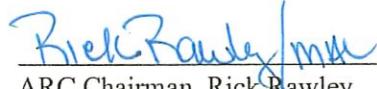
The Stone Oak POA Architectural Review Committee (ARC) reviewed the conceptual submittal of a 2-story townhome complex at **STOAPAP5E/P13AL**. The ARC found the following:

- The Stone Oak POA Master Plan Land Use Designation for this property is "MFA/O" for "Multifamily/Office". In accordance with the Master Plan's Tables of Designated Uses, "Town house" is an acceptable use of the property. Therefore, the concept submitted of 46 two-story townhomes on the property is **approved**.
- If you choose to move forward with submitting the townhomes for the property, please keep in mind the aesthetic of the surrounding buildings when designing your plans.
- If you submit plans, please keep in mind all the requirements within the Stone Oak POA Master Plan that will need to be followed. A copy can be viewed on [www.StoneOakPOA.com](http://www.StoneOakPOA.com). Please refer to page 25 of the Stone Oak POA Master Plan for setback requirements.
- Please submit City approved, stamped project plans to the ARC to be reviewed. Please remember no construction can take place until written ARC approval is received. Submittal forms and deposit information can be found on [www.StoneOakPOA.com](http://www.StoneOakPOA.com).
- As you develop your plans, please be aware all project areas will be required to have chain-link fencing with screening during construction. This is to prevent debris on Stone Oak Pkwy as well as the abutting properties. A construction site plan will need to be submitted to the ARC for review and approved before construction can begin.

**• No work shall commence until an approval from the Stone Oak POA ARC is received.**

As a reminder, all exterior changes - including, but not limited to, signage, building changes, lighting, paint, etc. - require submittal to the Architectural Review Committee (ARC) for review. A copy of our Governing Documents, Policies, and Restrictions can be found on our website at [www.StoneOakPOA.com](http://www.StoneOakPOA.com). Should you have any questions, please contact Kristina Hock, or myself, in our office at 210-858-8508.

Sincerely,  
Meg Lorente  
Property Manager  
On Behalf of the Association

  
\_\_\_\_\_  
ARC Chairman, Rick Rawley

RR/kh

Delivered via email:

[pstout@alamotravel.com](mailto:pstout@alamotravel.com)

## TERMS AND CONDITIONS

### **STANDARD OF CARE**

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

### **TIMELINESS OF PERFORMANCE**

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

### **INDEMNIFICATION**

***The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.***

***The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.***

***Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.***

### **CERTIFICATIONS, GUARANTEES AND WARRANTIES**

The Consultant shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence Consultant cannot ascertain.

### **BILLING/PAYMENTS**

Invoices for Consultant services shall be submitted, at Consultant option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

### **LATE PAYMENTS**

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### **BURIED UTILITIES AND/OR STRUCTURES**

Consultant will perform research to locate utility lines and other man-made objects that may exist beneath the site's surface. Client will furnish to Consultant all available records and information identifying the type and location of utility lines and other man-made objects beneath the site's surface.

Consultant will show on prepared drawings the locations of the subsurface facilities and locations of intended penetrations. Client will review the drawings and approve the penetration locations before any penetrations are made.

Client recognizes that, despite due care, Consultant may be unable to identify the location of all subsurface utility lines and man-made objects, and information obtained by Consultant may contain errors or be incomplete. Client shall, to the fullest extent permitted by law, waive any claim against Consultant, and indemnify and hold Consultant harmless from any claim or liability for injury or loss arising from damage to or contact with buried utility lines or other buried man-made objects that were not called to Consultant's attention or which were not properly located on drawings furnished to Consultant.

### **CONSTRUCTION OBSERVATION**

The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.



Property Owners Association

## Architectural Review Committee

### Application for Conceptual Review

*As we are a Property Owners Association, we must correspond with the Property Owner.*

*The potential project contact will be copied on all correspondence via email. Please provide any other emails that should be copied*

Property Owner Information:

Name FRANCISCO TOADEZ  
Mailing Address 4 TOURNAMENT GREEN  
Email Address fonfrago@gmail.com Phone Number 210 381 4000  
Fax Number  

Potential Project Contact Information:

Date Submitted: 5-28-25

Name ANDY RODRIGUEZ  
Mailing Address 20011 TERRA CYN. SAN ANTONIO, TX. 78255  
Email Address ANDREW.RODRIGUEZ@COSMUDRY.COM Phone Number 210-254-6447  
Fax Number  

Describe the proposed project: *(General project description, plats, and information may also be attached to this form)*

*3-STORY RETAIL, BUSINESS AND TOWNHOMES,  
2 BUILDINGS AND A PARKING GARAGE.*

Please check one of the below:

*This potential project should be kept confidential. Details are to only be discussed within the Architectural Review Committee (ARC), management company staff, and if necessary, the Stone Oak POA Board of Directors. No information regarding this conceptual submittal should be made public to the community. Although confidentiality is indicated for this conceptual submittal, it is understood once a new construction submittal and submittal fee are submitted to the Stone Oak ARC, the project will no longer be considered confidential in nature.*

*This potential project is not confidential in nature. The members of the Architectural Review Committee (ARC), the Stone Oak Board of Directors, and management company office staff should feel free to share information regarding this potential new member of the Stone Oak community.*

You MUST provide:

- > Plat with the following marked:
  - o Location and dimensions of proposed improvement
  - o Location of all existing improvements (to include walkways, loading areas, trees within 5' of proposed improvement, existing fencing, other barriers and filtration basins)
- > Dimensions and locations should be shown in feet and inches.
- > Written consent from any adjacent property owners whose property the proposed improvement will encroach on, pass over or will directly affect.
- > A statement of whether the proposed improvement will affect existing runoff drainage and what effect it will have.
- > Signed ARC form which indicates compliance of the proposed improvement with the requirements of the Stone Oak Master Plan. *(next page)*

**THE FOLLOWING STATEMENT MUST BE INCLUDED IN THE APPLICATION AND SIGNED BY THE PROPERTY OWNER(S) OR APPOINTED REPRESENTATIVE(S):**

To the Stone Oak Architectural Review Committee:

"I/we acknowledge that the restrictive covenants that govern this property require that a property owner must submit an application to the Stone Oak Architectural Review Committee (SOARC) and obtain approval prior to initiating any improvement to the property.

I/we understand and acknowledge that SOARC reviews all plans and specifications for exterior appearance and for compliance with applicable recorded covenants, conditions, restrictions and policies including, without limitation, the 2<sup>nd</sup> Amended and Restated Stone Oak Master Plan.

I/we understand that such reviews are limited in scope and are solely for the benefit of the Stone Oak Property Owners Association and may not be relied on by the property owner(s), applicant or any other party to ensure or determine the correctness, soundness or suitability of the plans and/or specifications submitted for any purpose or reason whatsoever, including but not limited to any legal, architectural, structural, engineering, safety or landscaping purposes, all of which I/we understand are expressly disclaimed.

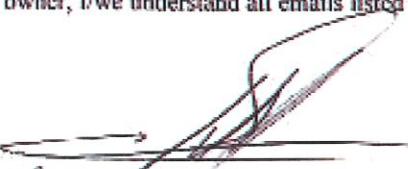
I/we understand that acceptance of an application for approval does not imply that required written approval will be given by SOARC nor does approval of the proposed improvement(s) change or abrogate any obligation of the property owner(s), representative, contractor or professional to obtain any and all necessary permits and/or comply with all applicable governmental regulations.

I/we agree to abide by the decision of SOARC in order to protect the harmony and integrity of Stone Oak as a master planned development and will not begin work on the proposed improvement(s) before first receiving the written approval of SOARC."

SOARC will act on any application received as quickly as possible and within thirty (30) days of the receipt of all required documentation, information and fees (if any) and will contact the property owner in writing with the decision of the committee. In the event, for any reason, SOARC fails to respond to applicant within thirty (30) days of completed submittals, the application/submittal shall be considered denied.

If a request has been denied because additional information was required or submittals needed and the information is provided, the submittal will then be reviewed again at the next regularly scheduled meeting of SOARC. Any property owner(s) may resubmit any plan for further review if initially denied by SOARC.

I/we understand all correspondence will be directed to the property owner of record. Potential project contacts will be copied via email. As current property owner, I/we understand all emails listed on the Application for Conceptual Review will be copied.

Property Owner Signature: 

Printed Name: Francisco Gomez

Company: S17 NABA PROPERTIES LLC.

## InTEC Integrated Testing and Engineering Company

Geotechnical &amp; Environmental Engineering Services

Proposal Summary:  
InTEC Contact:  
Randall W Connell  
Project Manager  
Environmental Services Division  
InTEC  
12028 Radium Drive  
San Antonio, Texas 78216  
210-525-9033 office  
210-627-5135 cell  
randyc@intec-sa.com

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March 19, 2025

Francisco Gomez  
517 Naba Properties, LLC  
c/o andy@mcaland.us

Re: Phase I Environmental Site Assessment (ASTM 1527-21)  
Vacant Tract – 11.87 Acres  
BCAD # 738761  
Bexar County  
San Antonio, Texas 78258

InTEC of San Antonio L.P Proposal No S253026

It is proposed that the fee for the performance of the outlined services be determined on a lump sum basis. Based upon the discussed Scope and Service, the cost for providing the Phase I Environmental Site Assessment is \$ 2,100.00. Upon completion, one (1) copy of the report will be issued to the client via email. Our current schedule indicates that we could provide a written report within three (3) weeks. If this schedule does not meet your needs, please contact us.

AGREED TO THIS 29 DAY OF JUN, 10 2025

NAME: Francisco Gomez

BY: 517 NABA PROPERTIES LLC

TITLE: President

FIRM: Integrated Testing and Engineering Company of San Antonio, L.P.

### **C. SAWS Category Letter**

1. Apply to SAWS for a Category determination. I expect the tract to be Category 2 which allows maximum 65% impervious cover for commercial, 50% for multi-family & 30% for single-family residential.
2. SAWS category determination takes about 30-days.

### **D. Opinion of Probable Construction Costs (OPCC)**

1. Prepare a construction cost estimate for the site improvements based on the approved site plan. Estimate excludes building construction, foundations etc.
2. Unit prices used for the estimate will be based on recent and available contractor prices.

## **II. ASSUMPTIONS AND EXCLUSIONS**

CDSm has prepared this scope of services and fee proposal based on the following understanding and exclusions:

1. Tasks not described in the scope above are excluded.
2. Scope excludes detailed design, reports or construction plans.

## **III. ADDITIONAL SERVICES**

All work authorized by the Client to be performed by CDSm that has not been described in Section I, above, will be performed as an additional service to the contract between Owner/ Client and CDSm. These may include, but are not limited to, the following:

1. Revisions to the approved site plan that are initiated by changes in scope of the project.
2. Engineering services for alternative designs requested by the Owner/ Client.

Billing and payment terms shall be negotiated at the time of request for additional services. No additional services will be provided without written authorization from the Client.

CDSm will provide Services described above in Section I on a fixed fee (**FF**) basis for a fee not to exceed the amounts noted below.

## **IV. FEE PROPOSAL**

### **I. Preliminary Engineering, Phase II**

A. Boundary Survey	\$ 4,500.00	(+ tax)
B. Site Plan	\$ 5,000.00	
C. SAWS Category Letter	\$ 1,000.00	
D. <u>OPCC</u>	\$ 5,000.00	
<b>TOTAL</b>		<b>\$ 15,500.00</b>

Billing for fixed fee services will be invoiced monthly on a percent complete basis not to exceed the totals represented above. Billing for Time and Materials services will be invoiced monthly based on actual time spent and the terms and rates described in the attached CDSm Standard Rate Schedule.



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Mailing Address 4 TOURNAMENT GREEN.  
Email Address fonfrago@gmail.com Phone Number 210 381 4000  
Fax Number \_\_\_\_\_

Potential Project Contact Information:

Date Submitted: \_\_\_\_\_

Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_

Describe the proposed project: *(General project description, plats, and information may also be attached to this form)*

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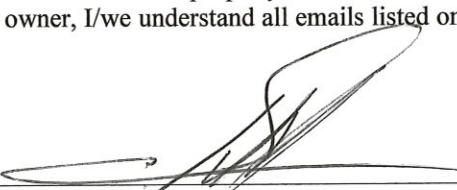
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I/we understand all correspondence will be directed to the property owner of record. Potential project contacts will be copied via email. As current property owner, I/we understand all emails listed on the Application for Conceptual Review will be copied.

Property Owner Signature: 

Printed Name: Francisco Gomez.

Company: 517 NABA PROPERTIES LLC.

April 11, 2025

517 Naba Properties, LLC  
4 Tournament Green  
San Antonio, TX 78257  
Attn: Francisco Gomez

Re: **Stone Oak Complex**  
Subj: **Preliminary Engineering, Phase II**

Dear Francisco:

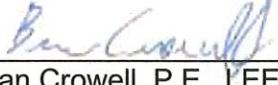
CDS Muery (CDSm) is pleased to provide this proposal to 517 Naba Properties, LLC for Preliminary Engineering Services, Phase II for the referenced project.

CDSm will provide the services described in the attached Scope of Services and Fee Proposal dated April 11, 2025.

CDSm appreciates the opportunity to work with you on this project. If this agreement meets with your approval, please execute by dating, signing, and forwarding a copy to us.

Sincerely,

**Civil Design Services, Inc., dba**  
**CDS Muery**

By:   
\_\_\_\_\_  
Brian Crowell, P.E., LEED AP  
Senior Project Manager

**ACCEPTANCE:**

517 Naba Properties, LLC

This Proposal accepted this 14 day of April, 2025.

By:   
\_\_\_\_\_  
Francisco Gomez  
Title

Encl: Scope of Work  
Rate Schedule  
Exhibit "A"

