



**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT**

P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966

April 2, 2020

Camaron Development Ltd.
Attn: Weston Urban, LLC, Randal Smith
112 E. Pecan, Ste. 175
San Antonio, TX 78205

S.P. No. 2169 – Request to close, vacate and abandon an improved portion of L Street Public Right of Way and an unimproved alley public right of way

Dear Mr. Smith:

With reference to the captioned project, please be advised that the City of San Antonio has now completed the canvassing process and will recommend approval of the request subject to the following conditions:

DEVELOPMENT SERVICES DEPARTMENT: Provided proper permits are obtained. (See applicable UDC Sections: 35-506, 35-515, 35-523, 35-477 and 35-B123.) The site must be platted, as applicable, with the Unified Development Code, per section 35-430. Please note there are platting exceptions that may apply, please see the enclosed Information Bulletin: <https://webapps1.sanantonio.gov/dsdocumentscentral/upload/IB531.pdf>.

DEPARTMENT OF TRANSPORTATION & CAPITAL IMPROVEMENTS (TCI): Environmental Services: It is Petitioner's responsibility to conduct the due diligence process (environmental assessments) for this area. The City does not warrant that environmental impacts are not to be encountered when disturbing the land. The City shall not bear any financial burden related to environmental impacts (if any) encountered during the disturbance of the land. If environmental impacts are encountered, it is Petitioner's responsibility to notify the City and the appropriate regulatory agencies of the issue.

OFFICE OF HISTORIC PRESERVATION: In accordance with the San Antonio City Unified Development Code, the Office of Historic Preservation reviews all demolition applications for any property located within the City limits of San Antonio. Approval of the request to close, vacate, and abandon right of way does not imply approval of or take the place of such demolition review as directed by the UDC.

SAN ANTONIO WATER SYSTEM (SAWS): SAWS has existing facilities within the public right of way under or near where Petitioner is requesting to close, vacate, and abandon city public right of way; therefore, Petitioner will allow SAWS perpetual access to its facilities at all times for the purpose of inspecting, maintaining, constructing, reconstructing, replacing, and removing of said facilities, and should SAWS damage or destroy Petitioner's property during its operations, SAWS shall have no obligation to restore or replace any of Petitioner's property.

CITY PUBLIC SERVICE (CPS) ENERGY: Petitioner must coordinate with CPS Energy for the abandonment and/or relocation of present gas main and electric facilities that exist in the L Street Public Right of Way.

The closure, vacation and abandonment of this public right of way will be authorized by a City Ordinance in accordance with current policies relevant to street/alley closures, which City Ordinance shall be recorded, and via a Quitclaim Deed in form approved by City and Petitioner. Petitioner agrees to conform by all applicable local (city and/or county), state and federal governing laws. Petitioner asserts that all evidence of ownership of property abutting the public right of way proposed to be closed, vacated and abandoned by the City of San Antonio is true and correct. Petitioner acknowledges that this property will be accepted in its "as is" condition. Petitioner must take the property subject to all recorded easement rights for existing overhead, surface, or subsurface utilities within the public right of way proposed to be closed, including but not limited to: electrical, water, sewer, telephone, cable, fiber optic conduit, etc. and allow access to any such utilities or may seek the relocation of a specific utility with express permission and coordination of the respective owner of the utility at the sole expense of Petitioner. Petitioner understands that further coordination will be needed with the affected utility agencies to ensure their operations are not impacted.

The fee established for this request is \$86,160.00, which includes the assessed value of the Public Rights of Way of \$212,500.00 with a total fee reduction of (\$126,490.00) plus \$150.00 for the recording fees. A portion of the fee reduction (\$37,990.00) is contingent on the dedication of 2,024 square feet of property along Camaron Street for right of way purposes. Should this prerequisite not be met, this letter of agreement becomes null and void. The remainder of the fee reduction (\$88,500) was established by reconstruction cost savings to the City of the portion of L-Street requested for closure.

This Letter of Agreement is being offered by City of San Antonio only to the Petitioners named below and will expire thirty (30) days after date of issuance unless a specific extension is requested by Petitioner and granted by the City.

If you concur with the above mentioned conditions, please countersign this letter in the space provided below and return it to the undersigned. Upon receipt of this executed Letter of Agreement, a check payable to the City of San Antonio in the amount of \$86,160.00, a Contracts Disclosure Form (to be completed on the <http://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf> website link then printed and signed) and Form 1295 (located at <http://www.ethics.state.tx.us/dfs/1295Certificates.html> and emailed to ethics@sanantonio.gov), we will continue processing your request.

Sincerely,



Steve Hodges
Real Estate Manager

AGREED AS TO TERMS AND CONDITIONS:



By:

Manager of its General Partner

Title:

May 5, 2020

Date: