



CITY OF SAN ANTONIO

OFFICE OF EASTPOINT & REAL ESTATE SERVICES

P. O. BOX 839966

SAN ANTONIO TEXAS 78283-3966

January 7, 2015

IPL Y Reduccion De Peso Inc.
C/o Patrick Christensen, Attorney at Law
310 S. St. Mary's Street, Suite 1900
San Antonio, Texas 78205

S.P. No. 1806 – Request to close, vacate and abandon an unimproved portion of a 15-foot-wide alley public right of way located between Durham Drive and Stahl Road and for the City of San Antonio accept the dedication of a 15-foot-wide parcel of land to serve as a public right of way easement for ingress and egress purposes within New City Block 15704

Dear Mr. Christensen:

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 your client's request subject to the following conditions:

SAN ANTONIO WATER SYSTEM (SAWS): SAWS has the right to include its facilities within the above 15-foot wide alley (public right-of-way), where Petitioner is requesting the City of San Antonio to close, vacate and abandon; therefore, we request the City of San Antonio to reserve all rights necessary for SAWS to construct, reconstruct, maintain, operate, repair, inspect, patrol, and realign its facilities now or in the future. Should any damage to or failure in SAWS facilities result from Petitioner's activities, Petitioner shall, upon notice, promptly reimburse SAWS for any and all damages, and for any expense incurred by SAWS in repairing and/or replacing SAWS' facilities. SAWS shall have no obligation to restore and/or replace any of Petitioner's property damaged or destroyed by SAWS during its operations. Petitioner must agree to allow SAWS perpetual access on, over, across and through its property for inspection, operation, maintenance, construction, reconstruction and realignment of its facilities located on Petitioner's property, on the adjoining property or within the public right-of-way. Petitioner expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building or structure of any kind will be placed within the above 15-foot wide alley (public right-of-way) and that removal of any building or structure placed within the above 15-foot wide alley (public right-of-way) shall be at Petitioner's expense. Also, make sure there is language in the agreement document stating that if there will be any demolition or new construction on or near the property, make sure the water and sewer service lines are protected to prevent contamination of SAWS' water distribution system and prevent any debris from entering SAWS' collection system. In order to determine exactly where the existing SAWS lines are located, please contact SAWS Mains and Services at (210) 233-2009 and ask for Locates or you can contact them by email at locates@saws.org.

DEVELOPMENT SERVICES DEPARTMENT: The site must be platted as applicable in the Unified Development Code, per section 35-430. Please note that there are platting exceptions that may apply. Please see the enclosed Informational Bulletin: <http://www.sanantonio.gov/dsddocumentcentral/upload/IB531.pdf>.

TRANSPORTATION AND CAPITAL IMPROVEMENTS DEPARTMENT: **Storm water:** Petitioner must dedicate drainage easements along the northeast and northwest boundary lines of the "joined" property with the re-platting of the two subject parcels into one, as referenced on the attached Exhibit. The width of the drainage easements shall be as required by the Unified Development Code (UDC) Section 35-504 (Storm Water Management) requirements. **Right of Way:** Contact & confirm with all utilities that there are no more conflicts. **Project Management:** Proposed closure must take into account the 86-foot of Public Right of Way needed on Higgins Rd. Higgins Road is classified as a secondary arterial type A on the city of San Antonio Major thoroughfare plan.

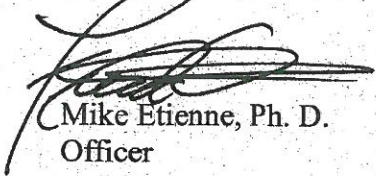
OFFICE OF EASTPOINT & REAL ESTATE SERVICES: The closure, vacation and abandonment of this Public Right of Way will be authorized by a City Ordinance in accordance with current policies relevant to street/alley closures. Petitioner asserts that all evidence of ownership of property abutting the Public Right of Way proposed to be closed, vacated and abandoned by the City of San Antonio is true and correct. The petitioner acknowledges that this property will be accepted in its "as is" condition. Petitioner must take the property subject to all 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 the petitioner.

Petitioner agrees to pay a total fee of \$4,950.00. The total fee includes the alley's assessed value of \$4,800.00 plus \$150.00 for the recording fees. This total fee will be due and payable to the City of San Antonio prior to City Council consideration. If for some reason the closure is not approved by City Council, the total fee will be refunded to the petitioner.

This Letter of Agreement is being offered by City of San Antonio only to the petitioner named below and will expire thirty (30) days after date of issuance unless a specific extension is requested by the 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 and a Discretionary Contracts Disclosure Form (to be completed on the <http://www.sanantonio.gov/atty/ethics/forms.asp> website link then printed and signed), we will continue processing your request.

Sincerely,



Mike Etienne, Ph. D.
Officer

AGREED AS TO TERMS AND CONDITIONS:

By: 

Title: OWNER

Date: 1/13/15