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**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT**

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

September 8, 2020

Chrimari, Inc. d/b/a Splashtown
C/o Patrick W. Christensen
310 S. St. Mary's, Suite 2700
San Antonio, TX 78205

Re: S.P. No. 2244 – Request to close, vacate and abandon an unimproved portion of Copeland Drive Public Right-of-Way

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 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. All tree preservation, landscape and buffer requirements shall apply. No site work or tree removal allowed without an approved tree permit (35-532, 35-510, 35-511, 35-477). Please note there are platting exceptions that may apply, please see the enclosed information Bulletin: <https://webapps1.sanantonio.gov/dsdocumentscentral/upload/TB531.pdf>.

CPS ENERGY: Easements must be granted for any existing CPS Energy Facilities when the property is replatted. Petitioner must call Texas 811 and verify location of gas main. Petitioner must provide 14 foot gas and electric easement where gas main exists.

PUBLIC WORKS DEPARTMENT: Environmental Services: It is the 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 the Petitioner's responsibility to notify the City and the appropriate regulatory agencies of the issue. Right of Way: Contact and confirm with all utilities that there are no conflicts.

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. The closure will not release rights relating to drainage, water and wastewater lines, electric transmission and distribution lines, gas lines, communication lines of all types, or any other rights except for the right of the public to travel on the subject tract. The City will expressly reserve all rights not released. 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. 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 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 \$40,600.00, which includes the assessed value of the public right-of-way of \$40,500.00 plus \$100.00 for the recording fees.

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, a check payable to the City of San Antonio in the amount of \$40,600.00, 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: ChrisMari, Inc. d/b/a Splashtown

Keith D. Kinney, President

Title:

9/15/20
Date: