

CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS
P.O. Box 839966 San Antonio, Texas 78283-3966

August 9, 2018

BRIARWOOD COMMERCE LLC
C/O Brown & Ortiz
Attn: James B. Griffin
112 East Pecan Street
Suite 1360
San Antonio, Texas 78205
210. 299.3704

[ViaEmail: James Griffin, james@brownortiz.com]

SUBJECT: S.P. 2076

- A.** A request to close, vacate and abandon an unimproved portion of Warner Avenue located between Frenso Drive and Olmos Drive adjacent to New City Blocks 7147 and 7160. (Exhibit "A")
- B.** A request to close, vacate and abandon a portion of an unimproved portion of a 10-foot wide alley Public Right of Way located between Interstate Highway 10 and Warner Avenue adjacent to New City Block 7147. (Exhibit "B")
- C.** A request to close, vacate and abandon a portion of an unimproved portion of a 10-foot wide alley Public Right of Way located between Olmos Drive and Warner Avenue adjacent to New City Block 7160. (Exhibit "C")

Subject property is more fully described in said Exhibit(s) "A", "B", "C", "D" attached hereto, and made a part hereof.

Dear Mr. Royall:

Referencing the captioned project, please be advised that the City of San Antonio has now completed the canvassing process and we will recommend approval of your request subject to the following conditions.

Right-of-Way: Confirm with all utilities that there are no conflicts.

Program Management: Coordinate with all utility companies.

Development Services:

Kevin Collins (210) 207-2806

The site must be platted as applicable in accordance with the Unified Development Code, per Section 35-430. Please note there are platting exceptions that may apply, please see the enclosed Information Bulletin:

<http://www.sanantonio.gov/DSD/Constructing/Land#146501290-land-entitlements>

Proper Permits are obtained: (See applicable UDC Sections: 35-506, 35-515, 35-523, 35-477, and 35-B123). All tree preservation, landscape, and buffer requirements shall apply.

Storm Water:

Mendi Litman (210) 207-8046

Retain all property as a drainage easement. During platting the drainage easement may be revised. The Petitioner must comply with all local (City and/or County), state, and federal regulations prior to the start of any construction and/or improvements to the subject property. (Exhibit "D")

TCI - Environmental: It is the petitioner's responsibility to conduct the due diligence process (environmental assessments) for this area. The City does not warranty 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.

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 closure is **\$63,836.64** which will be collected by Chicago Title during the closing on the purchase of city properties.

In addition, a Contracts Disclosure Form and a 1295 Form are required. Please fill out online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf> , and https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print, sign, and then submit along with this letter.

This Letter of Agreement is being offered by City of San Antonio only to the petitioner named above 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 to Mary L. Fors at the address shown at the top of page. *Upon receipt of the following: (1) Executed Letter of Agreement (2) Contracts Disclosure Form and (3) 1295 Form, we will continue processing your request and schedule for hearings before the Planning Commission and City Council.*

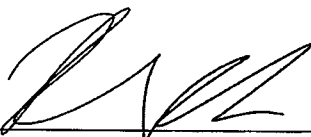
Sincerely,



Steve Hodges
Real Estate Manager

AGREED AS TO TERMS AND CONDITIONS:

PETITIONER: **H. Walker Royall, Member**
BRIARWOOD COMMERCE LLC, a Texas limited liability company

By: 
Printed Name: H. Walker Royall

Title: Member

Date: 8.13.18