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CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS

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

February 15, 2018

Julio Gonzalez, Estela Gonzalez and Julio Gonzalez Jr.
C/o The Horn Company
Attn: Roy Horn III
15001 Old Bandera Road
Helotes, Texas 78023

S.P. No. 2027 – Julio Gonzalez, Estela Gonzalez and Julio Gonzalez Jr. (Petitioners) are requesting for the City of San Antonio to release an easement located within New City Block 15655

Dear Mr. Horn:

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. 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/dsddocumentscentral/upload/TB531.pdf>

CPS Energy: As a condition of closure of this easement, the owner and through the broker will direct any new owner or developer to cooperate with CPS Energy in creating easements for the extension of utilities across the property during the platting process.

DEPARTMENT OF TRANSPORTATION & CAPITAL IMPROVEMENTS (TCI): **Program Management:** Coordinate with TCI Storm Water to make sure there are no drainage easements required. **Storm Water Engineering:** 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 subject property. **Transportation Plan Review:** It is recommended that TxDOT sign off on the petition to release easement as this easement may be needed by TxDOT to realign Old Pearsall Road (FM 2536). **Environmental Services:** 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. **Right of Way:** Contact and confirm with all utilities that there are no conflicts.

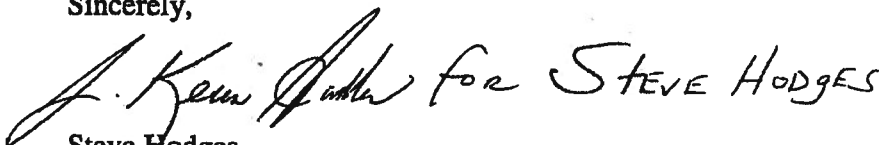
The closure, vacation and abandonment of this Public Right of Way will be authorized by a City Ordinance in accordance with current policies relevant to street/alley closures. The closure will not release rights relating to drainage, water and wastewater lines, electric transmission and distribution 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 \$50,857.00, which includes the assessed value of the Public Rights of Way of \$50,757.00 plus \$100.00 for the recording fees.

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 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 \$50,857.00, 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,

A handwritten signature in black ink that reads "A. Kevin Hodges for STEVE HODGES". The signature is written in a cursive style.

Steve Hodges
Real Estate Manager

AGREED AS TO TERMS AND CONDITIONS:

Julio Gonzalez
By: Julio Gonzalez

Title: Owner

2-26-18
Date:

Estela Gonzalez
By: Estela Gonzalez

Title: Owner

2-26-18
Date:

Julio Gonzalez Jr.
By: Julio Gonzalez Jr.

Title: Owner

2-26-18
Date: