



CITY OF SAN ANTONIO

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

September 12, 2013

IDEA Public Schools
c/o Big Red Dog Engineering|Consulting
Attn: Steve Lin
5811 University Heights Blvd. Suite 108
San Antonio, Texas 78249

[Via Email: steve.lin@bigreddog.com]

Re: S.P. 1728 IDEA Public Schools request to close, vacate and abandon an unimproved portion of 38th Street between Commerce Street and Pharis Street

Dear Mr. Lin,

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

- The site must be platted, as applicable, in the Unified Development Code, per Section 35-240.

City Public Service Energy

- Petitioner must agree to a perpetual easement for all existing electrical and/or gas facilities and agrees to allow perpetual access to any such utilities for inspection, operation, and maintenance purposes or may seek the relocation of the facilities with the express permission and coordination with CPS Energy at the sole expense of the petitioner.

Public Works

- Planning & Engineering: Portion of property that is within 1% annual chance flood hazard area is required to be retained as a drainage easement. Right of Way: Contact & confirm with all utilities that there are no conflicts.

San Antonio Water System (SAWS)

- SAWS has existing facilities located within the public right-of-way of 38th Street between Commerce Street and Pharis Street, and more particularly where Petitioner is requesting the city to close, vacate and abandon (see attached Geocortex Map). We request the City of

San Antonio reserve all rights necessary for SAWS to maintain, operate, repair, inspect, patrol, realign, reconstruct its facilities. Petitioner shall, at its sole expense, insure that SAWS has access to its facilities at all times for the purpose of inspecting, maintaining, constructing, reconstructing, replacing and removing of said facilities. Should SAWS incur any damage to or failure in its facilities due to 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 its facilities. SAWS shall have no obligation to restore and/or replace any of petitioner's property damaged or destroyed by SAWS during the above operations, and Petitioner must agree to allow SAWS perpetual access over, across and through the right-of-way property and/or Petitioner's adjacent property for inspection, operation, maintenance, construction, reconstruction and realignment of its facilities located on the right-of-way property, Petitioner's adjacent property and/or on the adjoining property.

Environmental Management

- Please coordinate with Public Works (ROW).

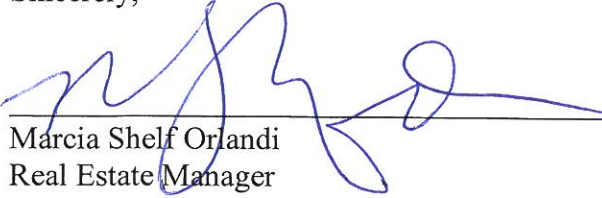
Capital Improvements Management Services

- The closure, vacation and abandonment of this Public Right of Way will be authorized by a City Ordinance.
- 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 are true and correct.
- Petitioner acknowledges that this property will be accepted in its "as is" condition.
- Petitioner agrees to reserve a perpetual easement for all 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. Petitioner agrees to allow perpetual access to any such utilities or may seek the relocation of a specific utility with the express permission and coordination of the respective owner of the utility and at the sole expense of the Petitioner.
- ***Petitioner agrees to remit a total closure fee of \$18,700.00. This closure fee will be due and payable to the City of San Antonio, and is to be submitted with this executed Letter of Agreement.*** [Appraised fee: \$35,000.00. Staff recommended fee waiver of 50% or \$17,500.00 based on the property being located within the ICRIP and the petitioner is a 501(c)3. Cost of Appraisal: \$1,200.00]. If for some reason the closure is not approved by City Council, the closure fee will be refunded.
- The ***Discretionary Contracts Disclosure*** form should be completed and returned with this letter and fee. The form can be found at:
<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

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 spaces provided below and return to the undersigned. *Upon receipt of this executed Letter of Agreement we will continue processing your request.*

Sincerely,



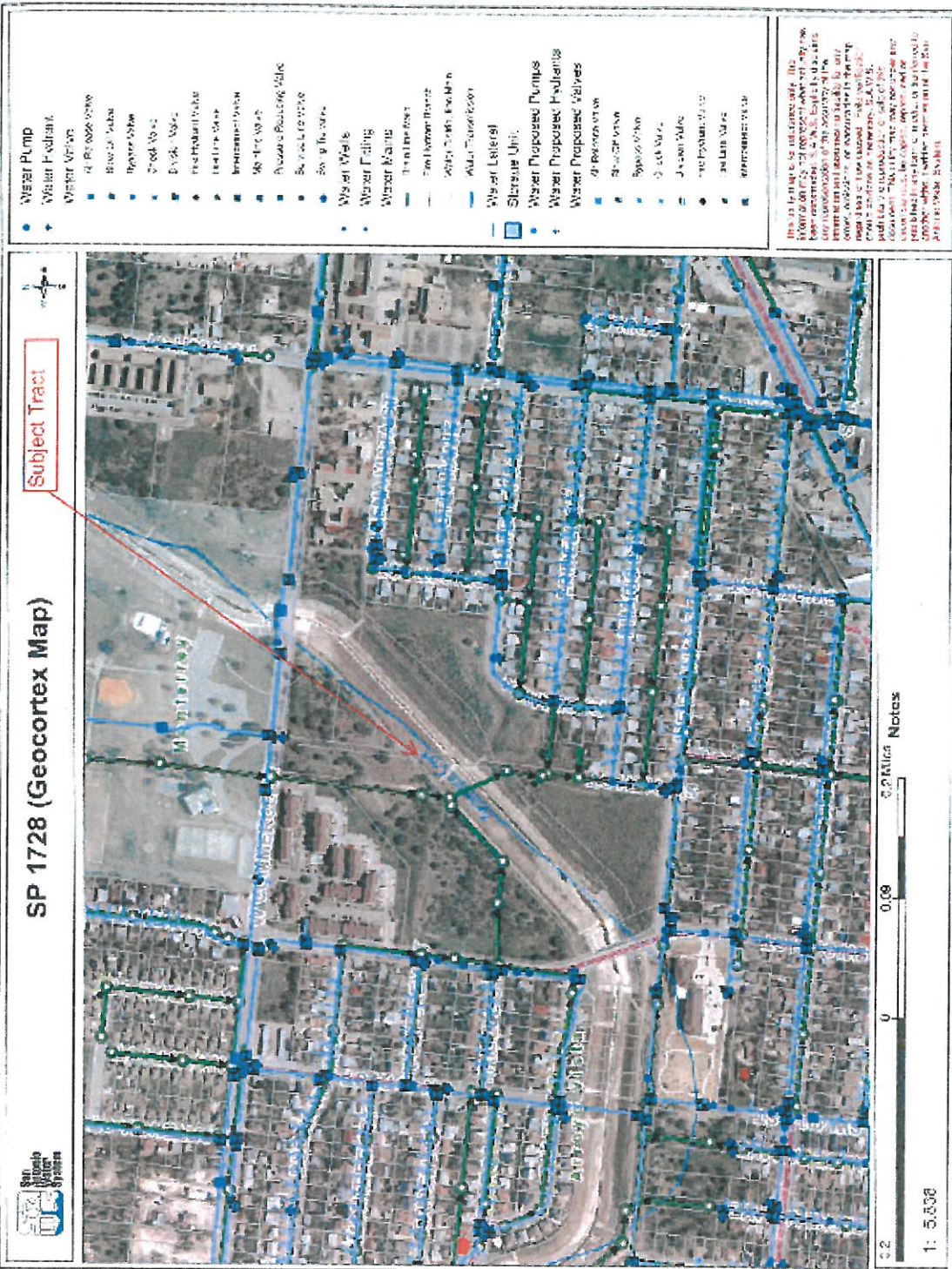
Marcia Shelf Orlandi
Real Estate Manager

AGREED AS TO TERMS AND CONDITIONS:

PETITIONER:

By _____ Title _____

Print Name _____ Date _____



SP 1728 (Geocortex Map)



Subject Tract

- Water Pump
- Water Facility
- Water Valve
- 4" Pressure Valve
- Fire Hydrant
- Hydrant Valve
- 2" Check Valve
- 4" Check Valve
- Fire Hydrant Valve
- Lead Line Valve
- Intermittent Valve
- Water Valve
- Pressure Reducing Valve
- Service Line Valve
- Service Valve
- Water Well
- Water Filling
- Water Mains
- Water Main Break
- Water Main Excavation
- Water Main Replacement
- Water Lateral
- Storm Unit
- Water Proposed Pumpus
- Water Proposed Hydrants
- Water Proposed Valves
- 4" Pressure Valve
- Fire Hydrant
- Hydrant Valve
- 2" Check Valve
- 4" Check Valve
- Fire Hydrant Valve
- Lead Line Valve
- Water Valve
- Pressure Reducing Valve

This is a preliminary map for informational purposes only. It is not intended to be used for any legal or financial purposes. The information shown on this map is based on the best available information and is subject to change without notice. The information shown on this map is not a guarantee of accuracy or completeness. The information shown on this map is not a warranty of any kind. The information shown on this map is not a representation of any kind. The information shown on this map is not a statement of any kind. The information shown on this map is not a contract of any kind. The information shown on this map is not a binding agreement of any kind. The information shown on this map is not a legal document of any kind. The information shown on this map is not a professional opinion of any kind. The information shown on this map is not a professional statement of any kind. The information shown on this map is not a professional report of any kind. The information shown on this map is not a professional document of any kind. The information shown on this map is not a professional product of any kind. The information shown on this map is not a professional service of any kind. The information shown on this map is not a professional work of any kind. The information shown on this map is not a professional creation of any kind. The information shown on this map is not a professional effort of any kind. The information shown on this map is not a professional achievement of any kind. The information shown on this map is not a professional accomplishment of any kind. The information shown on this map is not a professional feat of any kind. The information shown on this map is not a professional deed of any kind. The information shown on this map is not a professional act of any kind. The information shown on this map is not a professional omission of any kind. The information shown on this map is not a professional commission of any kind. The information shown on this map is not a professional violation of any kind. The information shown on this map is not a professional breach of any kind. The information shown on this map is not a professional tort of any kind. The information shown on this map is not a professional crime of any kind. The information shown on this map is not a professional offense of any kind. The information shown on this map is not a professional violation of any kind. The information shown on this map is not a professional breach of any kind. The information shown on this map is not a professional tort of any kind. The information shown on this map is not a professional crime of any kind. The information shown on this map is not a professional offense of any kind.

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