



**CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS**

September 7, 2016

Broadway SA Investors GP, LLC
c/o Shawn Hatter
303 Pearl Parkway, Suite 300
San Antonio, TX 78215

SUBJECT: S. P. No. 1966—Request to close, vacate and abandon a small portion of Newell Avenue Public Right of Way abutting property at 226 Newell Avenue

Dear Mr. Hatter:

With reference to the captioned project, please be advised that the canvassing process has been completed and staff will recommend approval of your request subject to the following conditions:

DEVELOPMENT SERVICES DEPARTMENT

The site must be platted as applicable in accordance with the Unified Development Code, per Section 35-430.

TRANSPORTATION & CAPITAL IMPROVEMENTS DEPT. (TCI)

Environmental Mgmt. Division: 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.

SAN ANTONIO WATER SYSTEM

Petitioner must agree to reserve a perpetual easement for all existing water and/or sewer facilities, and agree to allow perpetual access to any such utilities for inspection, operation and maintenance purposes. Petitioner may seek the relocation of the facilities with the express permission and coordination with San Antonio Water System and at the sole expense of the petitioner.

The fee established for this closure is \$7,545.00, which includes the land value of \$7,495.00 and \$50.00 for recordation of documents. **Accordingly, Petitioner agrees to remit a closure fee of \$7,545.00. 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.** If for some reason the closure is not approved by City Council, the closure fee will be refunded.

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 notarize as needed; and submit along with this letter.

This Letter of Agreement is being offered by City of San Antonio only to the Petitioner named here in 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 Ms. Martha Almeria at the address shown at the bottom of page one. *Upon receipt of this executed Letter of Agreement, the Disclosure and 1295 forms and the closure fee, we will continue processing your request and schedule for hearings before the Planning Commission and City Council.*

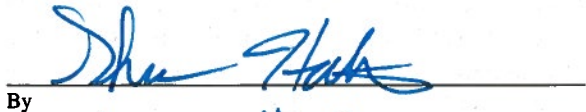
Sincerely,



Steve Hodges
Real Estate Manager
Transportation & Capital Improvements

AGREED AS TO TERMS AND CONDITIONS:

PETITIONER: BROADWAY SA INVESTORS GP, LLC



By

Skann Hatter

Print Name

Date

10-5-16