



CITY OF SAN ANTONIO

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

December 21, 2016

The Salvation Army San Antonio Boys & Girls Club
521 West Elmira
San Antonio, Texas 78212
Attn: Russell Czajkowski

[Via Email: Russell.czajkowski@uss.salvationarmy.org]

Re: S.P. 1933 Request to close improved portions of Peacock Avenue and Rouse Avenue located between West Ashby Place and West French Place

Dear Mr. Czajkowski,

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 your request subject to the following conditions.

CPS Energy – Overhead Engineering: A 28 foot easement will need to be taken along Rouse Avenue if street is closed out between W. French and W. Ashby to protect CPS' existing overhead electric line. **Gas Engineering:** CPS Energy will require a 14 foot gas and electric easement for the existing main in Peacock Road. **ROW Management:** Proposed closures need to be retained as an electric and gas easement.

Department of Planning & Community Development: The properties shall be platted in accordance with the UDC, should new construction be planned.

Development Services: 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: <https://webapps1.sanantonio.gov/dsddocumentcentral/upload/IB531.pdf>.

SAWS: SAWS has existing water and sewer facilities within the Public Right-of-Way of Rouse Street, where Petitioner is requesting the City of San Antonio to close, vacate and abandon (see attached Geocortex Map); and Peacock Avenue is also a Public Right-of-Way, therefore, we request the City of San Antonio reserve all rights necessary for SAWS to maintain, operate, repair, patrol, realign, construct and reconstruct its facilities within said Public Right-of-Way or public Right-of-Way area and not to release any rights SAWS has within the Public Right-of-Way. Petitioner shall at its sole expense

insure that SAWS has perpetual access to its facilities at all times. 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 expenses incurred by SAWS in repairing and/or replacing its facilities. SAWS shall have no obligation to restore or replace any of Petitioner's property damaged or destroyed by SAWS during its operations. Make sure Petitioner is aware and agrees for itself, legal representatives, successors and/or assigns that no building or permanent structure of any kind will be placed within said Public Right-of-Way and that removal of any building or structure placed within said Public Right-of-Way shall be at the expense of Petitioner, successors and/or assigns. (see Geocortex Map)

Solid Waste Solid Waste garbage and recycle trucks need access to surrounding streets, on Monday and Thursday, to service residents.

TCI – Program Management: Must obtain approval from TCI Traffic and must retain utility easements. **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.

Parks: Approved.

Woodlawn Lake Community Association: Approved.

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 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 closure fee is \$52,006.00 based on surrounding land value, Bexar County Appraisal District [\$24,996.00 – Peacock Avenue; and \$27,010.00 – Rouse Avenue]. Staff will recommend waiver of the closures fees since petitioner is non-profit and providing service to the public.

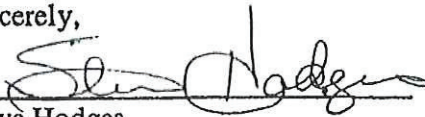
If you concur with the above mentioned conditions, please countersign this letter in the spaces provided below and return it with forms to the undersigned. Upon receipt of this executed Letter of Agreement we will continue processing your request.

In addition, please complete the following forms:


- The **Contracts Disclosure Form** can be found at:
<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>
- The **Texas Ethics Commission Form 1295 – Certificate of Interested Parties** can be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. [Note; For Contract ID Number, use 'SP1932, 210 Development alley closure'.]

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.

Sincerely,


Steve Hodges
Real Estate Manager

AGREED AS TO TERMS AND CONDITIONS:
PETITIONER:


By
JAMES K. SEILER, TREASURER

Print Name

Title

Date

2/7/17