### HISTORIC AND DESIGN REVIEW COMMISSION

### April 19, 2017

HDRC CASE NO:	2017-186
ADDRESS:	210 N MESQUITE ST
LEGAL DESCRIPTION:	NCB 583 BLK 8 LOT 14
ZONING:	RM-4 H
CITY COUNCIL DIST.:	2
DISTRICT:	Dignowity Hill Historic District
APPLICANT:	Augustina Butler
OWNER:	Augustina Butler
OWNER:	Augustina Butler
TYPE OF WORK:	Demolition of the historic structure with new construction of a green space

#### **REQUEST:**

The applicant is requesting a Certificate of Appropriateness for approval to:

- 1. Demolish the historic structure at 210 N Mesquite.
- 2. Construct a new green space in its place.

### **APPLICABLE CITATIONS:**

#### UDC Section 35-614. – Demolition

Demolition of a historic landmark constitutes an irreplaceable loss to the quality and character of the City of San Antonio. Accordingly, these procedures provide criteria to prevent unnecessary damage to the quality and character of the city's historic districts and character while, at the same time, balancing these interests against the property rights of landowners.

(a)Applicability. The provisions of this section apply to any application for demolition of a historic landmark (including those previously designated as historic exceptional or historic significant) or a historic district.

(3)Property Located in Historic District and Contributing to District Although Not Designated a Landmark. No certificate shall be issued for property located in a historic district and contributing to the district although not designated a landmark unless the applicant demonstrates clear and convincing evidence supporting an unreasonable economic hardship on the applicant if the application for a certificate is disapproved. When an applicant fails to prove unreasonable economic hardship in such cases, the applicant may provide additional information regarding loss of significance as provided is subsection (c)(3) in order to receive a certificate for demolition of the property.

(b)Unreasonable Economic Hardship.

(1)Generally. The historic and design review commission shall be guided in its decision by balancing the historic, architectural, cultural and/or archaeological value of the particular landmark or eligible landmark against the special merit of the proposed replacement project. The historic and design review commission shall not consider or be persuaded to find unreasonable economic hardship based on the presentation of circumstances or items that are not unique to the property in question (i.e. the current economic climate).

(2)Burden of Proof. The historic and design review commission shall not consider or be persuaded to find unreasonable economic hardship based on the presentation of circumstances or items that are not unique to the property in question (i.e. the current economic climate). When a claim of unreasonable economic hardship is made, the owner must prove by a preponderance of the evidence that:

A. The owner cannot make reasonable beneficial use of or realize a reasonable rate of return on a structure or site, regardless of whether that return represents the most profitable return possible, unless the highly significant endangered, historic and cultural landmark, historic and cultural landmarks district or demolition delay designation, as applicable, is removed or the proposed demolition or relocation is allowed;

B. The structure and property cannot be reasonably adapted for any other feasible use, whether by the current owner or by a purchaser, which would result in a reasonable rate of return; and

C. The owner has failed to find a purchaser or tenant for the property during the previous two (2) years, despite having made substantial ongoing efforts during that period to do so. The evidence of unreasonable economic hardship introduced by the owner may, where applicable, include proof that the owner's affirmative obligations to maintain the structure or property make it impossible for the owner to realize a reasonable rate of return on the structure or property.

(3)Criteria. The public benefits obtained from retaining the cultural resource must be analyzed and duly considered by the historic and design review commission.

As evidence that an unreasonable economic hardship exists, the owner may submit the following information to the historic and design review commission by affidavit:

A. For all structures and property:

i. The past and current use of the structures and property;

ii. The name and legal status (e.g., partnership, corporation) of the owners;

iii. The original purchase price of the structures and property;

iv. The assessed value of the structures and property according to the two (2) most recent tax assessments;

v. The amount of real estate taxes on the structures and property for the previous two (2) years;

vi. The date of purchase or other acquisition of the structures and property;

vii. Principal balance and interest rate on current mortgage and the annual debt service on the structures and property, if any, for the previous two (2) years;

viii. All appraisals obtained by the owner or applicant within the previous two (2) years in connection with the owner's purchase, financing or ownership of the structures and property;

ix. Any listing of the structures and property for sale or rent, price asked and offers received;

x. Any consideration given by the owner to profitable adaptive uses for the structures and property;

xi. Any replacement construction plans for proposed improvements on the site;

xii. Financial proof of the owner's ability to complete any replacement project on the site, which may include but not be limited to a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial institution; and

xiii. The current fair market value of the structure and property as determined by a qualified appraiser. xiv. Any property tax exemptions claimed in the past five (5) years.

C. In the event that the historic and design review commission determines that any additional information described above is necessary in order to evaluate whether an unreasonable economic hardship exists, the historic and design review commission shall notify the owner. Failure by the owner to submit such information to the historic and design review commission within fifteen (15) days after receipt of such notice, which time may be extended by the historic and design review commission, may be grounds for denial of the owner's claim of unreasonable economic hardship.

When a low-income resident homeowner is unable to meet the requirements set forth in this section, then the historic and design review commission, at its own discretion, may waive some or all of the requested information and/or request substitute information that an indigent resident homeowner may obtain without incurring any costs. If the historic and design review commission cannot make a determination based on information submitted and an appraisal has not been provided, then the historic and design review commission may request that an appraisal be made by the city.

(c) Loss of Significance. When an applicant fails to prove unreasonable economic hardship the applicant may provide to the historic and design review commission additional information which may show a loss of significance in regards to the subject of the application in order to receive historic and design review commission recommendation of approval of the demolition.

If, based on the evidence presented, the historic and design review commission finds that the structure or property is no longer historically, culturally, architecturally or archeologically significant it may make a recommendation for approval of the demolition. In making this determination, the historic and design review commission must find that the owner has established by a preponderance of the evidence that the structure or property has undergone significant and irreversible changes which have caused it to lose the historic, cultural, architectural or archeological significance, qualities or features which qualified the structure or property for such designation. Additionally, the historic and design review commission must find that such changes were not caused either directly or indirectly by the owner, and were not due to intentional or negligent destruction or a lack of maintenance rising to the level of a demolition by neglect.

The historic and design review commission shall not consider or be persuaded to find loss of significance based on the presentation of circumstances or items that are not unique to the property in question (i.e. the current economic climate). For property located within a historic district, the historic and design review commission shall be guided in its decision by

balancing the contribution of the property to the character of the historic district with the special merit of the proposed replacement project.

(d)Documentation and Strategy.

(1)Applicants that have received a recommendation for a certificate shall document buildings, objects, sites or structures which are intended to be demolished with 35mm slides or prints, preferably in black and white, and supply a set of slides or prints to the historic preservation officer.

(2)Applicants shall also prepare for the historic preservation officer a salvage strategy for reuse of building materials deemed valuable by the historic preservation officer for other preservation and restoration activities.(3)Applicants that have received an approval of a certificate regarding demolition shall be permitted to receive a demolition permit without additional commission action on demolition, following the commission's

recommendation of a certificate for new construction. Permits for demolition and construction shall be issued simultaneously if requirements of section 35-609, new construction, are met, and the property owner provides financial proof of his ability to complete the project.

(4)When the commission recommends approval of a certificate for buildings, objects, sites, structures designated as landmarks, or structures in historic districts, permits shall not be issued until all plans for the site have received approval from all appropriate city boards, commissions, departments and agencies. Permits for parking lots shall not be issued, nor shall an applicant be allowed to operate a parking lot on such property, unless such parking lot plan was approved as a replacement element for the demolished object or structure.

(e)Issuance of Permit. When the commission recommends approval of a certificate regarding demolition of buildings, objects, sites, or structures in historic districts or historic landmarks, permits shall not be issued until all plans for the site have received approval from all appropriate city boards, commissions, departments and agencies. Once the replacement plans are approved a fee shall be assessed for the demolition based on the approved replacement plan square footage. The fee must be paid in full prior to issuance of any permits and shall be deposited into an account as directed by the historic preservation officer for the benefit, rehabilitation or acquisition of local historic resources. Fees shall be as follows and are in addition to any fees charged by planning and development services:

0—2,500 square feet = \$2,000.00 2,501—10,000 square feet = \$5,000.00 10,001—25,000 square feet = \$10,000.00 25,001—50,000 square feet = \$20,000.00 Over 50,000 square feet = \$30,000.00

(f)The historic preservation officer may approve applications for demolition permits for non-contributing minor outbuildings within a historic district such as carports, detached garages, sheds, and greenhouses determined by the historic preservation officer to not possess historical or architectural significance either as a stand-alone building or structure, or as part of a complex of buildings or structures on the site.

### FINDINGS:

- a. The property located at 210 N Mesquite is a single-family home designed in the Craftsman style. The house features elements that are common of Craftsman homes, including a deep covered porch, thick tapered porch columns, and extended roof eaves with exposed rafter tails. The 1994 district survey notes that this property is significant due to its scale within the streetscape and relative to the surrounding context of the district as whole. The applicant has requested approval to demolish the structure and construct a park in its place.
- b. DEMOLITON: ECONOMIC HARDSHIP The loss of a historic landmark constitutes an irreplaceable loss to the quality and character of San Antonio. Demolition of any contributing buildings should only occur after every attempt has been made, within reason, to successfully reuse the structure. Clear and convincing evidence supporting an unreasonable economic hardship on the applicant if the application for a certificate is disapproved must be presented by the applicant in order for demolition to be considered. The criteria for establishing unreasonable economic hardship are listed in UDC Section 35- 614(b)(3). The applicant must prove by a preponderance of the evidence that:

A. The owner cannot make reasonable beneficial use of or realize a reasonable rate of return on a structure or site, regardless of whether that return represents the most profitable return possible, unless the highly significant endangered, historic and cultural landmark, historic and cultural landmarks district or demolition delay

#### designation, as applicable, is removed or the proposed demolition or relocation is allowed;

The applicant has received quotes for approximately \$11,000, \$18,800, and \$35,000 for foundation repair alone, along with a \$5,000 quote for demolition. If demolition were to occur, a demolition fine would be assessed by the Office of Historic Preservation for \$2,000 in accordance with UDC Section 35-614, in addition to any fines subjected by the Development Services Department. In January 2017, the applicant listed the property on the real estate market for \$350,000. The listing did not include photos aside from the Google Maps street view, nor did it contain a description of the property. This listing price was above estimated market value given the current condition of the home. In February 2017, local realtor assessed the fair market value at approximately \$120,000 based on selling trends within the Dignowity Hill Historic District and the condition of the structure. The realtor also noted that the quoted foundation repair estimates were high for a house this size. Another local realtor conducted a Comparable Sales Report for the property after it was listed, which estimated the market price to be \$123,755 based on the average cost per square foot in the area. Based on April 2017 realtor.com estimates of an average price per square foot in the Dignowity Hill Historic District of \$181, 210 N Mesquite would list at \$207,788. Staff does not believe the applicant has made every effort to receive a reasonable rate of return on the property, and does not believe the requirement indicated in UDC Section 35-614(b)(3) has been met based on the information submitted in the application.

- c. DEMOLITON: LOSS OF SIGNIFICANCE When an applicant fails to prove unreasonable economic hardship, the applicant may demonstrate loss of significance by showing evidence that the structure has lost its cultural, architectural, historical, or archaeological significance which qualify it for designation. The applicant must also demonstrate to the HDRC that this loss was not a result of negligence or lack of maintenance. Though the structure is in a state of disrepair with broken and boarded up windows, it contains a high level integrity of form, materials, use, and location. Key character defining features, including exposed rafter tails, prominent side chimney, window and door openings, porch column detail, and porch configuration have been retained. Original materials, including wood lap siding and wood window and door frames, have also been retained are in repairable condition. On February 24, 2017, the applicant received administrative approval to repaint the exterior of the house, window trim, and porch steps; repair and rebuild the existing wood windows, including replacement of broken glass panes; and install a new rear entry door. This work has not taken place as of April 14, 2017. Based on these factors, staff does not believe the requirement indicated in UDC Section 35-614(c) has been met.
- d. REPLACEMENT PLANS The applicant has proposed to replace the existing structure with a park. The park plans include a central circular pathway surrounded by engraved river rocks with pathways extending to all four corners of the lot. The proposal also includes benches, shrubbery, grass, and trees, all enclosed by a gated chain link fence. Chain link fences are prohibited by the Historic Design Guidelines and would not be an appropriate method of enclosure. Additionally, the lot is located between two single-family homes on a primarily residential block. The park would require a zoning change, ongoing maintenance, and security. The applicant has not submitted a proposal for maintenance of the park. Staff does not find the replacement proposal consistent with UDC requirements or the Historic Design Guidelines.
- e. VACANT BUILDING REGISTRATION PROGRAM The Vacant Building Registration Program applies to vacant structures within 106 square miles of the City of San Antonio. The program requires property owners to register their vacant buildings and include a plan of action to bring the building up to the minimum maintenance standard of care. The property at 210 N Mesquite has been in the inventory of the Vacant Building Program since January 2015. Cases were filed in the fall of 2016 against Augustina Butler in Municipal Court for failure to maintain the property to the standard of care. On April 11, 2017, the case was reset by the judge to June 13, 2017, to await the results of Ms. Butlers' demolition application, and to give Ms. Butler more opportunity to correct the violations of the ordinance.

### **RECOMMENDATION:**

1. Staff does not recommend approval of the demolition based on findings a through e.

2. Staff does not recommend approval of the proposed replacement plan based on findings a through e. Staff recommends the structure be rehabilitated following the Historic Design Guidelines.

### **CASE MANAGER:**

Stephanie Phillips

### CASE COMMENTS:

On February 24, 2017, the applicant received administrative approval to repain the exterior of the house, window trim, and porch steps; repair and rebuild the existing wood windows, including replacement of broken glass panes; and install a new rear entry door.





Printed:Apr 14, 2017

The City of San Antonio does not guarantee the accuracy, adequacy, completeness or usefulness of any information. The City does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS data. The GIS data, cartographic products, and associated applications are not legal representations of the depicted data. Information shown on these maps is derived from public records that are constantly undergoing revision. Under no circumstances should GIS-derived products be used for final design purposes. The City provides this information on an "as is" basis without warranty of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibility for anyone's use of the information.





Flex Viewer

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# Google Maps 210 N Mesquite St



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## Google Maps 210 N Mesquite St



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Dear Office of Historic Preservation,

I'm writing to inform the committee of my need to demolish my property location at 210 N Mesquite. The noted property is in a state of costly repair. I have quotes from various contractors regarding the cost of repair. The cost far exceeds what I'm capable of affording. Cost has ranged from 11,000+to 35,000+ for foundation repair alone. Also, my property continues to be a consistent target for vandalizing. This situation would greatly affect building and repair. However, the cost to demolish has proven to be more of a reality to afford. I have an estimate of 5,000 to have my house demolished by Alarcon Construction (210) 488-5724. Plans for further development on the property will be the potential for a garden.

Thank You,

Augustina Butter





- - -

### CHRISTOPHER CONTRACTING

PO Box 760965 San Antonio, TX 78245 (210) 710-7838 Page 1 of 2

### **CONTRACT FOR PIER & BEAM FOUNDATION REPAIR**

This agreement is entered into on the	day of March, 2016,
This agreement is entered into on the Between Mallory	& Christopher Contracting (hereinafter "the Contractor").
State of Texas, County of	«
Telephone: Home:V	Vork/Mobile: (210) 589-9825

#### **SCOPE OF WORK:**

Contractor will underpin lift, and/or stabilize, to as near original grade as reasonable possible, sections of the building. Known as: 210 North Mesquite, San Antonio, TX 78202

#### SPECIFICATIONS:

- · All locations and installation methods will be determined by the Contractor.
- Upon completion of the pier installation and elevation process, steel plate shims will be driven to fully support the structure where needed.
- The structure will be elevated as near as possible to its original grade. The process will be halted when, in the sole opinion of the Contractor, further lifting or elevating may cause excessive damage.
- The stabilization or stopping of foundation settlement can and may reverse damage done to the foundation and structure, and can and may cause or create new damage by movement or lack of movement.
- Contractor has no obligation to repair or replace any damage whether exposed, concealed or buried, to the foundation, structure, or contents of the structure, including but not limited to floors, plumbing, electrical wiring, furniture, fixtures, furnishings, exterior veneer surfaces, sheet rock, plaster, paint surfaces, landscape irrigation or drainage systems, wallpaper, doors, cabinets, or personal property, without regard to when or where said damage occurs.
- If after work has begun, it is discovered that the foundation has been constructed of substandard materials, is of inadequate structural strength to properly transfer the load imposed by the underpinning, or is in any other way defective, there can or may be an adjustment to the contract price.

**Concrete Sonnatube Footings** 

Block & Base Supports

New Beam

Abb Blackinear Feet  $\mathcal{O}$ 

Tunnelling

\_Linear Feet

Foundation Uning

### CHRISTOPHER CONTRACTING

PO Box 760965 San Antonio, TX 78245 (210) 710-7838

Page 2 of 2

### **CONTRACT FOR PIER & BEAM FOUNDATION REPAIR (cont.)**

ADDITIONAL WORK: Twelnded

Permit ENGINEERS Inspection

23.10000 23.100 Angies List Disc

Warranty \_\_\_\_\_ years.

PAYMENT TERMS: 26 790 is to be paid 50% upon execution of this agreement and the remaining 50% due upon completion.

CHRISTOPHER CONTRACTING

![]]]L 3-1-16 tractor Date

Authorized Signature

Date

Authorized Signature

Date

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defeat. If requested, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

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A-Bexar Foundation Repair 266 Keith Foster New Braunfels, Texas 78130 (210) 291-4871

Pier and Beam Contract

This Agreement is on the day of March, 2016 by and between

DALLER V Here after called the contactor and <u>11 #17</u> here after called the Owner

WITNESSSETH that the Contractor and the Owner for the conditions named agree as follows

Scope of Work

The Contractor shall furnish all materials and labor to perform the work on the property located at,

MESGUSTE SAN ANTONIOTA 210 N. Work Performed " TREATED BE 210 ft 4 on as much The WI

**Contract Price** 

The Owner shall pay the Contractor for material and labor under the sum of

Half Down Upon Start of Work and Balance Upon Completion

Fundation only

600

Warranty= 5 year service agreement on all Concrete Piers (enforced with steel) / 1year service agreement on Block and Base Piers as long as all drainage requirements have been met.\_Additional\_Consideration\_\_\_\_\_

include Ingro troo & Report Ringo.

Signed \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Owner \_\_\_\_\_

Land Contractor

### **Skillful Construction**

### 15359 Cranes Mill Rd. Canyon Lake, Texas 78133 Office-830/227-5050 Fax-830/227-5051 Cell-979/201-5203

E-Mail-skillfulconstruction@gmail.com

### **Contract Agreement**

Date: February 29, 2016

Customer Name: Steve (Matt) Mallery

Customer Address and Worksite Address: 210 North Mesquite San Antonio, Texas 78202 (210) 589-9825 matt.mallery@rackspace.com

Contract Price: \$18,800.00 (Eighteen Thousand Eight Hundred Dollars)

Such Contract Price includes 20(Two) days labor for wood replacement and leveling, \$1,000.00 (One Thousand Dollars) in materials for wood replacement, all labor and materials for sono tube construction and installation. Engineer's Report, city permit and haul off and disposal fees.

Note: Price reflects sono tube construction and installation cost at \$400.00 each.

Page 1 of 5

Owner Initials \_\_\_\_\_

Fundation caly

Property Owner, hereinafter "Owner" and Skillful Construction, hereinafter "SC", agree to the contract price listed above. One half, (50%), to be paid at beginning of job add the remaining half, (50%), to be paid upon the Owner satisfactory acceptance and agreement of the completion of the job.

#### I. JOB DESCRIPTION:

- A. At Owner's Location, the work to be done as follows.
  - Install new beams and floor joists, as needed.
  - Install 37 (Thirty Seven) sono tube supports under structure.
  - Sono tube installation includes raising and supporting structure, removing cedar posts (if applicable), excavate a 2' x 2' x2' area for each sono tube, install rebar, insert sono tube casing with additional rebar, anchor to beam and fill with concrete.
  - Return after concrete sets and remove temporary supports to allow structure to set on sono tubes. Please be aware the setting of concrete could take about 21 (Twenty One) days, depending on weather conditions.
  - Install up to 3 (Three) additional sono tubes, if needed, at no additional charge.
  - Haul off and dispose of properly construction debris created by this job. Does not include soil.
  - SC to apply for and obtain city permit and inspections.
- B. An engineer report is required by the City of San Antonio for foundation repair. The cost of such report is waived and included with the **Contract Price**.
- C. Water supply and electrical power need to be accessible for work to be done.
- D. SC prides themselves on their workmanship and will carefully remove any plants and shrubs as needed to complete work to property. We will replant all plants and shrubs but will not be held liable for their survival.
- E. Owner agrees to indemnify and hold harmless SC for any pre-existing sewage or water pipe damages or pipes damaged in the settling of foundation. SC will repair any pipes damaged by the actions of SC, their workers, contract labors or other workmen working under the apparent control of SC. **Owner has been made aware that materials such as tile, sheetrock, flooring, brick or siding and skirting could be damaged in the lifting or accessing of foundation** and further

Owner Initials \_ A . B

Page 2 of 5

indemnifies and holds SC harmless for such occurrences, unless otherwise agreed to between both parties in writing prior to the beginning of any work. Owner is further made aware that SC is not responsible for the replacement or re installation of tile, sheetrock, flooring, carpeting, padding, brick or siding and skirting or other such building materials.

- F. Although SC has examined the property for the purpose of creating this recommended course of action set forth in this bid, and has made recommendations on work needed, SC is not aware, nor does it represent that it is fully aware of:
  - All conditions beneath the ground level including plumbing:
  - The composition of the soil or soils beneath the work area(s);
  - The quality, type and craftsmanship of the original construction(s) or the materials used in the original construction(s).
- G. The above being the case, the original work bid as set forth in page one, may need to be altered prior to completion of work due to abovementioned conditions.
- H. SC will furnish all labor, agreed upon materials and equipment necessary to complete agreed work in a Professional and workmanlike manner. Owner is to be responsible for any and all permits unless stated in writing in the **JOB DESCRIPTION**. SC and Owner agree that all pipes, water and gas lines, in and under structure, are to be independently inspected at Owner's expense, prior to pumping of slurry. Slurry and slurry pumping are not a part of this contract unless stated, in writing, and agreed to in writing by both parties in the area **JOB DESCRIPTION**.
- I. SC, it's workers, contract workers and other workers working under the obvious direction of SC, shall indemnify Owner, their insurers and assigns, for any accident, injury and or death that may occur for any reason while SC, it's workers, contract workers and other workers working under the obvious direction of SC are working, inspecting and otherwise in the course and scope of work at Owner's property.
- J. SC, it's workers, contract workers and or other workers working under the obvious direction of SC, shall hold harmless and indemnify Owner for injury to or damage to any tool, fixture or other device owned by Owner and which Owner may allow SC it's workers, contract workers and other workers working under the obvious direction of SC, to use in the course and scope of their work.

Page 3 of 5

Owner Initials \_\_\_\_\_

#### II. FINAL ACCEPTANCE AND FINAL PAYMENT

A. SC and Owner agree that the work performed herein shall not be considered finished and such final payment shall not be provided to SC until such time as a final walk through by Owner has taken place an such work done is to the complete satisfaction of the Owner. At such time as Owner is satisfied final payment on the contract shall be made. Final walk through and inspection by Owner shall take place on day of SC's completion of work unless otherwise agreed upon by both parties, in writing, in the area **JOB DESCRIPTION**.

#### III. WARRANTY AND SERVICE AGREEMENT

- A. Due to the conditions of the soil and periods of dry weather some shifting may occur in the tuture. SC will, at no cost to the Owner, make any necessary adjustments to previously lifted area(s) for the first year after completion of SC foundation work.
- B. Lifetime Service Agreement and Warranty is transferable to the first subsequent property Owner. In order to use this option Original Owner to property when work was performed must supply SC with written notice of sale within (30) days of closing of sale.
- C. Following the First year, SC will make any necessary adjustments at the rate of \$85,00 per hour, per pier (price per hour may be adjusted for inflation for the year adjustments were performed), at the same terms, as long as the structure remains serviceable. MATERIALS ARE EXCLUDED and are not a part of this warranty. Repair and re-decorating of any finish materials are not included in this warranty.
- D. This warranty is void were shifting is due to water or sewer leakage or the Owner's use of soaker hoses, or the lack of proper guttering to deter water from foundation, or in the event of fire, flood, riot, civil unrest, war and other conditions considered "Acts of God", as such term is usually and normally interpreted. This warranty is further void if additions made to property (such as room addition), or if the structure is located at or on an active fault or unstable slope, or if payment conditions of SC have not been met.
- E. SC will, upon receipt of final payment, release work and property from any and all claims. Should Property Owner fail to make prompt final payment to SC at completion of work and final inspection and acceptance of Owner, SC is entitled to file at the Courthouse for the County in which the property lays, a material and

Page 4 of 5

Owner Initials 2

Hughstina Dutlek Demo Applicant: 2.13.2017

_	For Deno Application this page
	indicated the House is listed on
	the market.
City, State, or Zip	Q

Public View

Owner View

# 210 N Mesquite St, San Antonio, TX 78202

# \$350,000

For Sale by Owner

# 3

**Beds** 

1

Baths

1,148

Sq Ft



 $\succ$ Share

# Latest Activity

# Your listing isn't getting the

### attention it deserves

Last two days of activity

2017 FEB 13 PH 12: 04



### **Views on Your Listing**

1 Add photos to increase views of your listing Listings without photos get fewer views. Upload more photos

This Week Last 30 Days

Your Listing

Similar Listings



See less

# Top Listings in Your Area

Your listing ranks #11 in online views out of 11 similar listings.



\$325,000 312 Burleson San Antonio, TX

113	3	3	1,829
views	bd	ba	sqft

Deno Applicant: Augustina Butler 2:13:2017

782023bd3ba1,829sqft113

views

\$299,900 910 Wyoming St San Antonio, TX 782033bd2ba1,466sqft89 views	89 views	3 bd	2 ba	1,466 sqft
\$274,000 331 S Olive St San Antonio, TX 782033bd3ba2,115sqft85 views	85 views	3 bd	3 ba	2,115 sqft
\$359,500 610 E Market St UNIT 2517 San Antonio, TX 782051bd1ba738sqft76 views	76 views	1 bđ	1 ba	738 sqft

See all

## **Listing Completion**

19%

2

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4

We've analyzed your listing and found a few ways to make it stronger.

#### 1

### Add a video

Homes with video walkthroughs get more than double the views. Σ

I Add a photo

# Demo Appendant: Augustina Butler 2.13.2017

# **Nearby Listing Updates**

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13	2	28	5
sold	sales	new	price
homes	pending	listings	changes



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Demo Applicant:

Augustina Butter 2.13.2017

Listings with photos get many more views.

>

!

### Add a description

Buyers rely upon a description to learn more about your home

Add a video

# Sale Proceeds Calculator



View or edit cost breakdown Advanced Shop Galvanized Steel Chain-Link Fence Fabric (Common: 50-ft x 4-ft; Actual: 50-ft x 4-... Page 1 of 4 De no Applicant. Augustina Dutter 2.13.2017

FREE SHIPPING ON QUALIFYING ORDERS \$49 OR MORE



Open until 8PM! S.E. San Antonio Lowe's V Prices, promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.



**Q** CHAT WITH LOWE'S

Shop Galvanized Steel Chain-Link Fence Top Rail (Common: 1.31-in x 10.5 ft; Actual: 1... Page 1 of 4

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**Q** CHAT WITH LOWE'S

Shop Blue Hawk (Fits Common Post Measurement: 2-3/8-in; Actual: 2.7-in x 1.81-in) Ch... Page 1 of 3 2.13.2017



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### Blue Hawk (Fits Common Post Measurement: 2-3/8-in: Actual: °1.88 2.7-in x 1.81-in) Chain Link Accessory Polished Silver Aluminum Dome Cap ADD TO CART Item # 552264 Model # 840543 ជំជាជ់ជំណិស reviews SHARE **SAVE** LOURS **FREE Store** Shipping & Pickup Delivery Available! 71 available today at S.E. San Antonio Lowe's! Aisle GC 3 Bay 14 M In-Store Map CHECK OTHER STORES

♀ CHAT WITH LOWE'S

Shop Blue Hawk Gray Metal Steel Fence Tension Band at Lowes.com 2.13.2017



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### Blue Hawk Gray Metal Steel Fence Tension Band

item # 92176 Model # 839332 ☆☆☆☆☆ No reviews





**Q** CHAT WITH LOWE'S

Demo Aprilicant Augustina Shop (Common: 4-ft x 4-ft; Actual: 4-ft x 3.66-ft) Galvanized Steel Chain-Link Fence W... Page 1 of 4 Buttler

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2.13.2018



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### (Common: 4-ft x 4-ft; Actual: 4-ft x 3.66-ft) Galvanized Steel Chain-Link Fence Walk-Thru Gate

Item # 92189 Model # 14817





Chain link gate is the only item being sold image shown may not be to scale and scrolls may differ from what is shown



**Q** CHAT WITH LOWE'S

Deno Applicante Augustin Butter 2.13.2019

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Demo Applicant: Lugusuna Bullen 2.13.2017



Get 5% OFF' Every Day or 6 Months Special Financing<sup>TT</sup> \$299 Minimum purchase required. Subject to credit approval. Offers cannot be combined. Get Details

### **Product Information**

#### (i) Description

- Also referred to as corner posts, end posts or gate posts depending on their use
- Used where a line of chain-link fabric ends, changes direction or where gates will be installed
- Galvanized to provide strength and superior corrosion resistance
- Terminal posts are larger in diameter than line posts
- Specifications

Series Name	N/A	Fence Top Style	N/A
Primary Material	Metal	Finish	N/A
Metal Type	Steel	Galvanized Steel	$\checkmark$
Wood Species	N/A (not wood)	Vinyl-Coated	×
For Use With	Chain-link fence	Hardware Included	×
Actual Width (Inches)	0	Pressure Treated	×
Actual Thickness (Inches)	0	Pressure Treatment Type	N/A
Actual Height (Feet)	8	Retention in Pounds per Cubic Foot	0
Common Width (Inches)	N/A	Above-ground Use	$\checkmark$
Common Thickness (Inches)	N/A	Ground Contact	✓ VSTHLOWE'S

Deno Applicanti Luguotena Butler 2.13.2017

Common Height (Feet)	8-ft	Manufacturer Cołor/Finish	
Gauge	15	Color/Finish Family	Silver
Actual Diameter (Inches)	2.37	Package Quantity	1
		Warranty	10-year limited
Number of Rail Holes	None	Туре	Terminal post
Fence Style	N/A		

### Projects, Tips & Services



**Fence Installation** 

Need Help? Call 1-800-445-6937

Products & Sales Call 1-877-GO-LOWES

**Q** CHAT WITH LOWE'S
Demo Applicant: Lugusuna Butler 2.13.2017

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Demo Applicant: Liguitina Butt. 2.13.2017



Get 5% OFF' Every Day or 6 Months Special Financing<sup>\*\*</sup> \$299 Minimum purchase required. Subject to credit approval. Offers cannot be combined. Get Details

### **Product Information**

#### (i) Description

- Line posts should be set at equal distances apart between the terminal post, with no more than 10-ft between each post
- Galvanized to provide strength and superior corrosion resistance
- Line posts are smaller in diameter than terminal posts
- Maintenance-free
- · Manufactured in the USA
- Specifications

Series Name	N/A	Fence Top Style	N/A
Primary Material	Metal	Finish	N/A
Metal Type	Steel	Galvanized Steel	~
Wood Species	N/A (not wood)	Vinyl-Coated	×
For Use With	Chain-link fence	Hardware Included	×
Actual Width (Inches)	0	Pressure Treated	×
Actual Thickness (inches)	0	Pressure Treatment Type	N/A
Actual Height (Feet)	6	Retention in Pounds per Cubic Foot	0
Common Width (Inches)	N/A	Above-ground Use	$\checkmark$
-	N1/A	Ground Contact	$\checkmark$
Common Thickness (Inches)	N/A	🞗 CHAT	WSTHE OWE'S

Demo Applicant: Augustina Butter 2.13.2017

Common Height (Feet)	6-ft	Manufacturer Color/Finish			
Gauge	16	<b>Color/Finish Family</b>	Silver		
Actual Diameter	1 66	Package Quantity	1		
(Inches)	1.66	Warranty	5-year limited		
Number of Rail Holes	None	Туре	Line post		
Fence Style	N/A				

### **Projects, Tips & Services**



Fence Installation

1 5

Need Help? Call 1-800-445-6937

Products & Sales Call 1-877-GO-LOWES

**Q** CHAT WITH LOWE'S

Demolition Applicant: Augusting Butler 2.13.2017

2017 FEB 13 PH I2: 04



## **ROCK & GRAVEL PRODUCTS**

Below are sample pictures of the types of Rock / Gravel products we supply to our Texas Metro (Dallas, Ft. Worth, San Antonio, Austin) area customers. Additional delivery areas, or speciality products may be available upon request.

3/8" TO 1" RIVER ROCK/GRAVEL



Demo Applicant: Augustina Buttle 2.13.2017

### COLORADO RIVER ROCK



MEXICAN BEACH PEBBLE (POLISHED OR UNPOLISHED)



\* (OTHER SIZES AVAILABLE)

<u>Contact Us (http://selectsg.com/contact\_us/)</u> to Schedule a Sand Delivery Today!

### Contact

- **Dallas/Ft. Worth: 817.572.6310**
- **C** Austin: 512.651.2297
- San Antonio: 210.280.8798
- U Houston: 713.489.9992



### 2017 FEB 13 PM 12: 04

11/2011/04/2011/02/04/2011/1A/20



# Dens Applicant: Augustina Bitter



Evergreen

- Evergreen Boxwood Shrub
- Evergreen Magnolia Shrub

Evergreen Burning Bush ....

Evergreen Viburnum Shru.... Arborvitae Shrub

Evergreen Dogwood Shrub

**Evergreen Privet** Shrub

Evergreen Wit Hazel Shrub







Depus Appluant. Augustina Builes 2.83.2017



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**Barberry Shrub** 

Purple Barber Shrub









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## Demolition Applicant: Augustina Butler 2.13.2017

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**Bargain Stones** 

Samples

Stones



Polished River Stones 1"-2"	Black Polished River Stones 2"-3"	Black Unpolished Riv 1"-2"
\$2.29	\$2.79	\$2.29
****	****	
Choose Options	Choose Options	Choose Optic

#### JOILEE 13 64 15: 04

# Denolition Applicant: Hugustina Butter 2.13-2017





**Engraved River Stones in Earth** Tones, Polished 2"-3"

\$2.79



Engraved River Stones in Ear Tones, Unpolished 1\*-2\* \$2.29



Tones, Polished 1"-2"



P 0 EAD R e.

Paperweight River Stones \$8.99 \*\*\*\*

**Choose Options** 

White Polished River Stones 1"-2" \$2.29

**Choose Options** 

White Polished River Stone:
2"-3"
\$2.79
****

**Choose Options** 



White Unpolished River Stones 2"-3" \$2.79

**Choose Options** 



Lynn Knapik Lynn Knapik Real Estate LLC 210-884-5774 lynn@lynnknapik.com Service Beyond Your Wildest Expectations!



COMPARABLE SALES FOR

Property Address	210 N Mesquite St	Estimated Market Price Based On				
	San Antonio, TX 78202-2745	Average Cost per Sq. Foot	\$123,755			
	Parcel ID 00583-008-0140	House Price Index	N/A			
Average Cost per Sq. Foot	\$107.80 /sq ft (34 Comps)	Average Sales Price/Tax Appraisal Ratio	\$83,590			





(Estimated Market Price for Subject)



Cost per Sq. Ft. of Comps (Average Cost per Sq. Ft. for Subject)

#### SUBJECT AND COMPARABLE PROPERTIES

🏠 For Sale 삼 Sold 🏠 Sale Pending 🏠 Sale Contingent

	Subdiv.	Distance R	M/BR/BA Stories Condition	Sq. Ft.	Acres	Garage Size	Bsmnt	Bsmnt Sq.Ft.	Year Built	Last Sale Date	Last Sale Price	Price/ SqFt
S	210 N Mesqu	ite St										
-	San Antonio, TX	78202-2745										
	Dignowity Hill Hist Dist	N/A	5/3/1	1,148	0.23		No		1936			
1	521 N Palmet	to										
•	San Antonio, TX	78202-2348										
	Dignowity Hill Hist Dist	0.54 mi	6/2/2	1,106	0.12		No		1910	09/09/2016	\$103,110	\$93.23
2	420 N Olive S	St										
-	San Antonio, TX	78202-2849	<b>1</b>									
	Dignowity Hill Hist Dist	0.20 mi	4/2/1	1,032	0.1		No		1915	01/09/2017	\$122,500	\$118.70
3	506 Claude V	V Black										
J	San Antonio, TX	78203-1412	<b>^</b>									
	Claude W Black Sub	0.51 mi	5/3/2	1,256	0.14	168	No		2009	12/28/2016	\$161,000	\$128.18
4	521 Dawson	St										
-	San Antonio, TX	78202-2218	1									
	Dignowity Hill Hist Dist	0.26 mi	5/3/1.5	1,032	0.26		No		1910	12/20/2016	\$259,000	\$250.97
5	618 Potomac	70000 0007										
	San Antonio, TX Near Eastside	0.66 mi	4/2/1	1,249	0.14		No		1940	12/16/2016	\$48,140	\$38.54
	1022 E Crock			.,							+,	
6	San Antonio, TX		<b>*</b>									
	Dignowity Hill	0.13 mi	5/3/1	1,137	0.14		No		1915	04/19/2016	\$86,000	\$75.64
	Hist Dist											
7	1022 E Crock		4									
	San Antonio, TX										• · · · ·	• -
	Dignowity Hill Hist Dist	0.13 mi	5/3/1	1,137	0.14		No		1915	12/05/2016	\$100,000	\$87.95
8	626 Potomac											
	San Antonio, TX	78202-2936										
	Near Eastside	0.69 mi	5/3/1	1,160	0.07		No		1945	12/16/2016	\$46,006	\$39.66
9	413 N Hackbe											
	San Antonio, TX	78202-2822	1									
	Dignowity Hill Hist Dist	0.10 mi	4/2/1	1,224	0.14		No		1920	12/05/2016	\$120,000	\$98.04
10	1212 Nolan S	it										
	San Antonio, TX	78202-2435										

	Near Eastside	0.64 mi	6/3/2	1,302	0.16	468	No	1938	02/29/2016	\$125,000	\$96.01
11	1212 Nolan S San Antonio, TX	-	<b>4</b>								
	Near Eastside	0.64 mi	6/3/2	1,302	0.16	468	No	1938	11/04/2016	\$180,000	\$138.25
12	426 N Monum San Antonio, TX		*								
	Dignowity Hill Hist Dist	0.41 mi	5/3/1	960	0.12		No	1930	03/09/2016	\$58,000	\$60.42
13	426 N Monum San Antonio, TX		<b>4</b>								
	Dignowity Hill Hist Dist	0.41 mi	5/3/1	960	0.12		No	1930	08/10/2016	\$72,000	\$75.00
14	312 Burleson San Antonio, TX	<b>78202-1805</b> 0.66 mi	<b>5</b> /3/2	1,184	0.21		No	1900	10/06/2016	\$100.000	\$84.46
	Dignowity Hill Hist Dist	0.00 111	5/3/2	1,104	0.21		INO	1900	10/06/2016	<b>Φ100,000</b>	φ04.40
15	709 Montana San Antonio, TX		<b>4</b>								
	S Of Commerce To Mlk (Sa	0.40 mi	7/3/2	1,173	0.05		No	1900	10/07/2016	\$130,000	\$110.83

#### **Stephanie Phillips (OHP)**

From:	Sylvie Shurgot <sylvie@sylvieshurgot.com></sylvie@sylvieshurgot.com>
Sent:	Wednesday, February 22, 2017 4:05 PM
То:	Lauren Sage (OHP)
Subject:	Re: 210 N Mesquite

Hi Lauren,

Without looking inside the house, it's not easy to give you a precise answer but if I listed that house, I could sell it for about \$120,000. For a house that size, those quotes are awfully high for the foundation. I certainly wouldn't pay \$20,000, that's ridiculous!

Sylvie

> On Feb 21, 2017, at 9:54 AM, Lauren Sage (OHP) < <u>Lauren.Sage@sanantonio.gov</u> > wrote:
>
> Sylvie,
>
> Wonderful! I don't have interior photos. There are exterior pictures
> attached. Here are some details of bedrooms, etc.
> https://www.trulia.com/property/3257377788-210-N-Mesquite-St-San-Anton
> io-TX-78202 Needs foundation repair. Bids received range from \$11k to
> \$20k for foundation repair.
>
>
>
> Lauren Sage
> Historic Preservation Specialist
> City of San Antonio · Office of Historic Preservation
>
>
>Original Message
> From: sylvieshurgot.com [mailto:sylvie@sylvieshurgot.com]
> Sent: Monday, February 20, 2017 7:42 PM
> To: Lauren Sage (OHP)
> Subject: Re: 210 N Mesquite
>
> Certainly. I'd be happy to. I need to know a little bit about the house - condition, number of bedrooms/bathrooms.
Ideally I could take a look in person but it's not necessary.
>
> Sylvie
>
> Sent from my iPhone
>
>> On Feb 20, 2017, at 19:24, Lauren Sage (OHP) < <u>Lauren.Sage@sanantonio.gov</u> > wrote:
>>
>> Sylvie,
>>
>> I accidentally sent you the wrong address. If you have a fair market value for 210 N Mesquite, that would be great.
1

>> >> Thanks! >> >> Lauren >> >> Sent from my iPhone >> >> On Feb 20, 2017, at 4:46 PM, Lauren Sage (OHP) <Lauren.Sage@sanantonio.gov<mailto:Lauren.Sage@sanantonio.gov>> wrote: >> >> Sylvia, >> >> Good afternoon! Would you be willing to do us a favor? We are working with the homeowner on this property. Would you mind doing a CMA on this property and looking at the comps? >> >> Thanks! >> -Lauren >> >> Lauren Sage >> Historic Preservation Specialist >> City of San Antonio • Office of Historic Preservation >> 1901 South Alamo • San Antonio, TX 78204 >> Office: 210.207.0035 • Direct: 210.207.3327<<u>tel:210.207.4680</u>> >> www.SAPreservation.com<http://www.sapreservation.com/> >> How are we doing? Please take our short customer service >> survey.<https://docs.google.com/a/sanantonio.gov/forms/d/e/1FAIpQLSfQ >> G NoxJs6TKduRocqji7rqXIHPm5SrN5ymlN6bt-f26zsm5A/viewform> >> >> <image001.png> >> <image002.jpg><https://www.facebook.com/#!/pages/City-of-San-Antonio->> O ffice-of-Historic-Preservation/105595555287> >> <image003.jpg><http://instagram.com/sapreservation> >> <image004.jpg><<u>https://twitter.com/sapreservation</u>> >> >

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