



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

August 16, 2017

Rockport Family Partnership, Ltd.  
c/o Tony Pena, MBC Engineers  
1035 Central Parkway N.  
San Antonio, TX 78232

**SUBJECT: S. P. No. 1979—Request to close, vacate and abandon Britney Circle Public Right of Way**

Dear Mr. Pena:

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 DEPT**

The site must be platted as applicable in accordance with the Unified Development Code (UDC), per Section 35-430. A turn-around is required. Property shall be platted as necessary. Streetscape, buffer, landscape and tree preservation requirements shall apply as applicable (35-523, 35-510, 35-511, 35-512).

**TRANSPORTATION & CAPITAL IMPROVEMENTS DEPT. (TCI)**

**Storm Water Engineering:** (1) Prior to development of subject property, the Petitioner shall provide a drainage easement through the subject property to maintain storm water conveyance of Britney Circle to the outfall point. (2) The Petitioner shall evaluate the existing detention pond and provide equal detention. (3) The Petitioner must comply with all local (city and/or county), state, and federal regulations prior to the start of any construction.

**Traffic:** The portion of Britney that will remain public will be longer than 150 feet. Therefore, in accordance with the Unified Development Code and International Fire Code, a cul-de-sac or approved turn-around must be provided at the end of the remaining portion of the Britney Circle public Right of Way.

**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 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 (SAWS)

SAWS has existing water and sewer facilities within the proposed closure of Britney Circle Public Right of Way.

If approved, the following is requested to be included in the ordinance.

"All presently existing sewer, water, recycled water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communication lines and facilities, or any other public utility lines and facilities, if any, may remain in place despite this Ordinance and may continue to be accessed, used, repaired, enlarged, replaced and maintained in the ordinary course of business. Any person wanting removal of an existing utility line or facility must negotiate separately with the pertinent utility. Any person building on the Right-of-Way Segment without first reaching an agreement with a utility having lines or facilities in the segment does so at his own risk. After the date of this Ordinance, other than replacement of an existing line or facility, no utility may add additional utility lines or facilities in the Right-of-Way. All existing drainage rights in the Right-of-Way Segment are retained by the City. This closure does not give up any right arising other than from the plat or other instrument creating the public street or alley right of way. Neither does this Ordinance create new easement rights."

The fee established for this closure is \$21,500.00, which includes the land value of \$21,450.00 and \$50.00 for recordation of documents. ***Accordingly, Petitioner agrees to remit a closure fee of \$21,500.00. 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](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 five (5) days after date of issuance unless a specific extension is requested by the Petitioner and granted by the City.

If Petitioner concurs with the above mentioned conditions, please sign 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

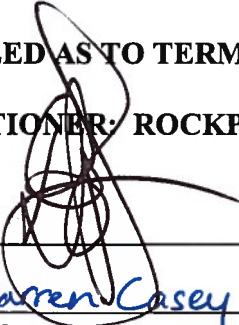
**AGREED AS TO TERMS AND CONDITIONS:**

**PETITIONER: ROCKPORT FAMILY PARTNERSHIP, LTD.**

By

Print Name

Date

  
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Darren Casey  
\_\_\_\_\_  
8/18/17  
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