



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

August 8, 2017

Railroad Republic LLC
c/o Dan Kachtik
2909 Ridge Crossing
Bulverde, TX 78163

SUBJECT: S. P. No. 2042—Request to close, vacate and abandon Hunstock Public Right of Way

Dear Mr. Kachtik:

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

Provided proper permits are obtained. (See applicable UDC Sections: 35-506, 35-515, 35-523, 35-477 and 35-B123). The site must be platted as applicable in accordance with the Unified Development Code (UDC), per Section 35-430.

POC: Pablo Martinez; 210-207-0265

PLANNING DEPARTMENT

The property is located within the boundaries of the Lone Star Community Plan; however, as Right of Way (ROW), the property does not carry a Future Land Use Designation. The petitioner shall complete the necessary process to have the subject property included and designated in the Future Land Use Plan component of the Lone Star Community Plan (as determined by the City Attorney Office and the Development Services Department).

POC: Priscilla Rosales-Pina; 210-207-7839.

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.

POC: John Cantu; 210-207-1450

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.

The fee established for this closure is \$21,774.62, which includes the land value of \$21,724.62 and \$50.00 for recordation of documents. This fee has been reduced by 25% in accordance with the reduction provided by the Inner City Reinvestment Policy (ICRIP), which is subject to Council approval. ***Accordingly, Petitioner agrees to remit a closure fee of \$16,331.00. 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 to Petitioner.

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 sign this letter in the spaces provided below and return to Ms. Martha Almeria at the address shown on 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

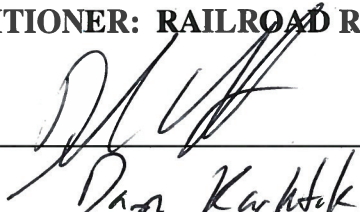
AGREED AS TO TERMS AND CONDITIONS:

PETITIONER: RAILROAD REPUBLIC LLC

By

Print Name

Date


Dan Kachuk
8.18.17