



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

P. O. BOX 838966  
SAN ANTONIO TEXAS 78283-3966

*Handwritten initials: JKA, SP, CYL*

January 9, 2020

HG Property Management L.P., a Texas limited partnership and  
Modern Builders Inc.  
C/o Brown & Ortiz, P.C  
Attn: James Griffin  
112 Pecan, Suite 1360  
San Antonio, TX 78205

Re: S.P. No. 2214 – Request to close, vacate and abandon an unimproved portion of Archer Street Public Right-of-Way located W. Grayson Street and W. Josephine Street

Dear Mr. Griffin:

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 the request subject to the following conditions:

**DEVELOPMENT SERVICES DEPARTMENT:** Area must be platted as required. The project will require a tree application at the platting stage. See applicable UDC Sections: 35-523, 35-477, and 35-B123.

**OFFICE OF HISTORIC PRESERVATION:** The applicant must be reminded that if there is any intended demolition; that Petitioner correspond and get approval from OHP.

**DEPARTMENT OF TRANSPORTATION & CAPITAL IMPROVEMENTS (TCI):** Environmental Services: 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.

**SAN ANTONIO WATER SYSTEM (SAWS):** San Antonio Water System (SAWS) has existing facilities within the Archer Street Public-Right-of-Way under or near where Petitioner is requesting to close, vacate, and abandon an unimproved portion of Archer Street Public Right of Way adjacent to New City Block 3028 in Council District 1. Petitioner will choose one (1) of two (2) options before redevelopment of the property. Option (1) Petitioner will be required to relocate SAWS sewer and water facilities before redevelopment of the property. Option (2) Petitioner will be required to grant SAWS a 15' permanent water and sewer easement within the current Archer Street Public Right of Way.

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 request is \$108,600.00, which includes the assessed value of the Public Right-of-Way of \$108,500.00 plus \$100.00 for the recording fees.

This Letter of Agreement is being offered by City of San Antonio only to the petitioners named below 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 space provided below and return it to the undersigned. Upon receipt of this executed Letter of Agreement, a check payable to the City of San Antonio in the amount of \$108,600.00, a Contracts Disclosure Form (to be completed on the <http://www.sanantonio.gov/efrms/atty/ContractsDisclosureForm.pdf> website link then printed and signed) and Form 1295 (located at <http://www.ethics.state.tx.us/dfs/1295Certificates.html> and emailed to [ethics@sanantonio.gov](mailto:ethics@sanantonio.gov)), we will continue processing your request.

Sincerely,

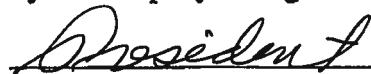


Steve Hodges  
Real Estate Manager


**AGREED AS TO TERMS AND CONDITIONS:**



By: HG Property Management L.P., a Texas limited partnership



Title:



Date:

**AGREED AS TO TERMS AND CONDITIONS:**

  
By: Modern Builders Inc.

VP  
Title:

1/25/20  
Date: