



PUBLIC WORKS

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

A handwritten signature in blue ink, appearing to be "JKA" followed by a stylized flourish.

August 20, 2024
Oxbow Real Estate, LLC
Attn: Michael Elder
1803 Broadway, Suite 511
San Antonio, Texas 78215

Re: S.P. No. 20230000299 – Request to close, vacate and abandon an improved portion of East Myrtle Street
Public Right-of-Way

Dear Mr. Elder:

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:

CPS ENERGY: 1: No objections if customer agrees to provide necessary easements for existing facilities. Petitioner must call Texas 811 and verify location of all Gas Facilities. 2: Petitioner must provide a minimum 14' Gas and Electric Easement for existing Gas Main.

OFFICE OF HISTORIC PRESERVATION: This property is in the RIO-2. Any proposed exterior modifications and/or new construction associated with the proposal will require approval from the Office of Historic Preservation. Approval of exhibits as part of the request to close, vacate, and abandon right-of-way does not supersede any requirements for design review outlined in Article VI of the Unified Development Code.

PUBLIC WORKS:

ENVIRONMENTAL SERVICES: It is the Petitioner's responsibility to conduct their own due diligence 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.

PROJECT DELIVERY: Petitioner must establish a permanent easement to allow existing drainage, utilities and pedestrian access to remain on the subject property. Any modifications to existing drainage, utilities, pedestrian access or landscaping in this property must be approved by the City of San Antonio or the utility agencies. The public pedestrian connection to the San Antonio River to East Elmira must be maintained. Any future development that repurposes the use to develop the property to something other than a pocket park must be reviewed and approved by the City.

RIGHT-OF-WAY: 1: I have no objections to the proposed closure with the condition that the San Antonio River Authority is given proper advanced notice of the closure for any concerns or questions they may have regarding

how this closure may affect the operations and maintenance of the San Antonio River. 2: Oxbow Real Estate, LLC (Petitioner) Must confirm with all utilities that there are no conflicts with this request.

STORM WATER ENGINEERING: A dedicated public drainage easement as per section 14 of City of San Antonio UDS will be required to grant COSA Public Works full access to maintain the existing underground storm water system.

The closures, vacations and abandonments of these Public Rights of Way will be authorized by a City Ordinance in accordance with current policies relevant to street/alley closures. The closures 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 Rights 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.

Oxbow Real Estate, LLC, plans to incorporate the East Myrtle Street public right-of-way closure with its current adjacent properties and use the area to develop a pocket park for the neighborhood.

The fee established for this public right-of-way closure is \$300,000.00 plus \$100.00 for the recording fees. This total fee will be due and payable to the City of San Antonio prior to City Council consideration.

This Letter of Agreement is being offered by City of San Antonio only to the petitioner 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 \$300,100.00, and a Contracts Disclosure Form, we will continue processing your request.

Sincerely,



Adrian Ramirez
Real Estate Manager

AGREED AS TO TERMS AND CONDITIONS:

Shawn Hatter

MS

By: Oxbow Real Estate, LLC

Vice President

Title:

11/12/24

Date: