

AKA
PSC



PUBLIC WORKS

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

May 22, 2023

Oxbow Real Estate, LLC
Attn: Spencer Solomon with Oxbow Development
1803 Broadway, Suite 511
San Antonio, Texas 78215

Re: S.P. No. 2425 – Request to close, vacate and abandon an improved E. Elmira Street Public Right-of-Way

Dear Mr. Solomon:

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: Petitioner must call Texas 811 and verify location of all existing gas facilities.

DEVELOPMENT SERVICES: Applicant / Owner will ultimately need to replat as applicable in accordance with the Unified Development Code and proper permits obtained if they redevelop this area of their property. (See applicable UDC Sections: 35-430, 35-502, 35-506, 35-515, 35-526 and 35-B122). Note there are platting exceptions that may apply, please see DSD - Information Bulletin IB531:
<http://webapps1.sanantonio.gov/dsddocumentcentrl/upload/IB531.pdf>

OFFICE OF HISTORIC PRESERVATION: This property is designated in RIO-2, River Improvement Overlay District. Any proposed new construction or exterior alterations associated with the proposal will require approval from the Office of Historic Preservation. Approval of a site plan or renderings submitted as part of the closure application does not supersede any requirements for design review outlined in Article VI of the Unified Development Code. To date, no application has been made to the Office of Historic Preservation for this project.

TRANSPORTATION: Conditional approval until the plat/permit stage.

PUBLIC WORKS; STORM WATER ENGINEERING: Developer must replat to revise property boundaries. At that time Storm Water will require the existing public infrastructure to be analyzed and ensure system has adequate capacity despite the redevelopment. PROJECT DELIVERY: No objections as long as plan approvals follow the plat and permitting process with Development Services. 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. RIGHT OF WAY: No objections so long as a street and sidewalk are available to the public.

On street parking appears to be in demand for the surrounding properties. TRAFFIC ENGINEERING AND OPERATIONS: The design of the site shall take into account the need for on-site parking and on-site loading areas and incorporate any identified needs as part of their on-site design. The developer shall be required to install signs prohibiting on-street parking, in perpetuity, along the east side of Elmira between Grayson and Myrtle and loading zones in the public right-of-way will also not be allowed, in perpetuity, along the east side of Elmira between Grayson and Myrtle unless indented parking/loading areas are incorporated within the site design/construction. Public pedestrian pathways will also have to be provided and maintained even if indented parking/loading areas are part of the final design. The existing vehicular travel area on Elmira between Grayson and Myrtle shall be maintained until the replatting and permitting process.

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 proposed E. Elmira Street closure with its adjacent property which will straighten out the property line and improve their ability to develop the site in the future.

The fee established for this public right-of-way closure is \$87,000.00 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 \$87,100.00, a Contracts Disclosure Form from each entity (to be completed on the <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf> website link then printed and signed), we will continue processing your request.

Sincerely,



Kevin Sadler
Real Estate Supervisor

AGREED AS TO TERMS AND CONDITIONS:



By: Oxbow Real Estate, LLC

Vice President

Title:

5/25/23

Date: