



PUBLIC WORKS

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

November 17, 2023

Moonlight Way Properties, LLC
Attn: Patrick Christensen, Attorney
310 S. St. Mary's Street, Suite 2700
San Antonio, Texas 78205

Re: S.P. No. 20230000286 – Request to close, vacate and abandon an unimproved Petite Street Public Right-of-Way

Dear Mr. Christensen:

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: Existing overhead facilities within the public ROW will need to either remain in place or be relocated at the Petitioner's expense.

PUBLIC WORKS: ENVIRONMENTAL SERVICES: It is the Petitioner's responsibility to conduct their own due diligence for this area. The City does not warrant 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. STORM WATER ENGINEERING: Streets are used to convey drainage; this function must be maintained. Prior to any construction and/or improvements to the property, all required studies, permits, and fees must be submitted to and approved by all applicable local (city and/or county), state, and federal governing bodies. Furthermore, all local (city and/or county), state, and federal regulations must be complied with. PROJECT DELIVERY: No objections unless there are existing utilities located within the existing ROW to be closed. Developer will need to replat the property accordingly.

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.

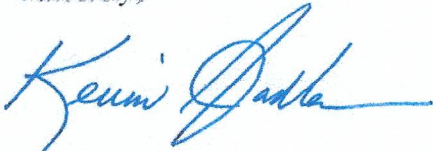
Moonlight Way Properties, LLC, plans to incorporate the Petite Street public right-of-way closure with its current adjacent properties in order to create a contiguous parcel for future development.

The fee established for this public right-of-way closure is \$135,000.00 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 \$135,100.00, 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:

Philip David (PHILIP ATZURI)
By: Moonlight Way Properties, LLC

MANAGER
Title:

12/08/2023
Date: