



**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT**

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

April 15, 2022

Broadway SA Investors GP, LLC
Attn: William G. Shown
303 Pearl Parkway, Suite 300
San Antonio, Texas 78215

Re: S.P. No. 2362 – Request to close, vacate and abandon an improved portion of E. Elmira Street Public Right-of-Way

Dear Mr. Shown:

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:

DIVERSITY, EQUITY, AND INCLUSION (DEI) DEPARTMENT: On condition the adjacent public sidewalk meets the design standards of section 35-506 of the Unified Development Code.

DEVELOPMENT SERVICES: The area will ultimately need to be platted as applicable in accordance with the Unified Development Code and proper permits obtained. (See applicable UDC Sections: 35-430, 35-502, 35-506, 35-515, 35-526 and 35-B122. All tree preservation, landscape, and buffer requirements shall apply. No site work or tree removal permitted without an approved tree permit (35-523, 35-510, 35-511, 35-477). Note there are platting exceptions that may apply, please see attached Information Bulletin IB531: <https://webapps1.sanantonio.gov/dsddocumentscentral/upload/IB531.pdf>.

OFFICE OF HISTORIC PRESERVATION: This property is designated RIO-2. Any proposed new construction or exterior alterations associated with the proposal will require approval from the Office of Historic Preservation. Approval of this Special Project Canvassing request does not supersede any requirements for design review outlined in Article VI of the Unified Development Code. On November 3, 2021, the HDRC reviewed and approved the proposal, including the portion of the building that extends into the public right-of-way.

PUBLIC WORKS DEPARTMENT: 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: I have no objections so long as the street and sidewalk remain.

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.

The fee established for this public right-of-way closure is \$11,500.00 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 \$11,600.00, 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) and Form 1295 from each entity (located at <http://www.ethics.state.tx.us/dfs/1295Certificates.html> and emailed to ethics@sanantonio.gov), we will continue processing your request.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Lake", with a long horizontal flourish extending to the left.



Andrew Lake
Real Estate Manager

AGREED AS TO TERMS AND CONDITIONS:


By: Broadway SA Investors GP, LLC

Title:

Date:

 
President

April 21, 2022