

CITY OF SAN ANTONIO  
**PUBLIC WORKS DEPARTMENT**

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

June 27, 2022

Damaso Christian Garza  
5411 Pertelote Farm  
San Antonio, Texas 78228

Re: S.P. No. 2360 – Requesting the City of San Antonio declare as surplus and sell property located at 1538 W. Hermosa Drive

Dear Mr. Garza:

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:** 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/dsddocumentcentrl/upload/IB531.pdf>

**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: Contact and confirm with all utilities that there are no conflicts.

The fee established for this public right-of-way closure is \$13,600.00 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

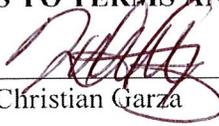
San Antonio in the amount of \$13,700.00, a Contracts Disclosure Form from each entity (to be completed on the <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf> website link then printed and signed) and Form 1295 from each entity (located at <http://www.ethics.state.tx.us/dfs/1295Certificates.html>), we will continue processing your request.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Lake". The signature is fluid and cursive, starting with a large initial 'A' and ending with a long horizontal tail.

Andrew Lake  
Real Estate Manager

**AGREED AS TO TERMS AND CONDITIONS:**

  
By: Damaso Christian Garza

Owner  
Title:

07/08/2022.  
Date: