



# CITY OF SAN ANTONIO

CAPITAL IMPROVEMENTS MANAGEMENT SERVICES  
P. O. BOX 839966  
SAN ANTONIO TEXAS 78283-3966

February 9, 2009

McCombs Family, LTD.  
C/o Kaufman & Associates  
Attn: Lucy M. Peveto  
100 West Houston Street, Suite 1250  
San Antonio, Texas 78205-1457

Re: Special Project No. 1402 - Request to close, vacate and abandon an improved portion of Mockingbird Lane adjacent to New City Blocks 11625 and 11630

Dear Ms. Peveto:

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 your client's request subject to the following conditions:

DEVELOPMENT SERVICES DEPARTMENT: Public safety continues to be a primary concern on this Right-of-way closure. The closure will eliminate a secondary access to this property. This will pose an immediate safety concern for the surrounding area and an inconvenience to the adjacent community. However, further review of the Fire Department's comments and Public Work's Transportation Division, Planning and Development Services Department shall allow a conditional approval based upon Public Works comments. Before the closure can be approved, staff would have to review and agree on the design. Sufficient area must be provided for emergency vehicles to turn around. Furthermore, recommendations of the Traffic Study named Mockingbird Lane Abandonment dated October 2008 will need to be met. Coordination of the four closely spaced signals (Horizon Hill, I-10 East Bound Frontage Road, I-10 West Bound Frontage Rd. and Pinebrook Blvd.) along Callaghan Road in the study area is recommended.

FIRE DEPARTMENT: There is a fire hydrant located within that encompasses the new cul-de-sac. When they build the cul-de-sac, this fire hydrant needs to be left in place or in close proximity to its current location. Other than the fire hydrant issue, the Fire Department grants conditional approval to this request.

CPS ENERGY: CPS Energy must keep a fourteen (14) foot-wide easement and nothing is to be built in this easement. An electric easement for existing facilities located within Mockingbird Lane must be retained.

PUBLIC WORKS DEPARTMENT: Approved, if all the traffic studies warrant and are agreed. The proposed closure must be retained as a drainage easement. From a traffic standpoint, there is no objection of the closure of the southern portion of Mockingbird Lane between IH 410 W Access Road and Greatview Drive. However, before the closure can be approved, staff would have to review and agree on the design. Sufficient area must be provided for emergency vehicles to turn around. Furthermore recommendations of the Traffic Study named Mockingbird Lane Abandonment dated Oct. 2008 will need to be met. Coordination of the four closely spaced signals (Horizon Hill, I-10 East Bound Frontage Rd., I-10 West Bound Frontage Rd. and Pinebrook Blvd.) along Callaghan Road in the study area is recommended.

CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT: The closure, vacation and abandonment of this Public Right of Way will be authorized by a City Ordinance and in accordance with current policies relevant to street/alley closures. 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 agrees to reserve a perpetual easement for all existing overhead, surface or subsurface utilities within the Public Right of Way proposed to be closed, including but not limited to: electrical, water, sewer, telephone, cable, fiber optic conduit, etc. Petitioner agrees to allow perpetual access to any such utilities or may seek the relocation of a specific utility with the express permission and coordination of the respective owner of the utility at the sole expense of the petitioner.

There are several issues: A). There is a fire hydrant at the Northwest corner of Greatview Drive and Mockingbird Lane. B). There are possible traffic issues along the East side of Greatview Drive. Conditional approval contingent upon a resolution with emergency services to determine if the citizens will be affected along the East side of Greatview Drive. C). Petitioner agrees to dedicate a 20 foot-wide easement to the City of San Antonio, out of their property legally described as lot 24, NCB 11625 to serve as a public alley for ingress and egress purposes. D). Petitioner agrees to make improvements to said public alley within 120 days after City Council approval. E). Petitioner also agrees to dedicate and construct a cul-de-sac at the end of Greatview Drive with sufficient area provided for emergency vehicles to turn around and to permit the continued use of Greatview Drive to serve as a public street. F). Provide a title policy of the dedications.

Petitioner agrees to pay a total fee of \$118,090.00, which includes the assessed value of the Public Right of Way of \$115,398.00, \$2,500.00 for the appraisal fee, \$144.00 for the posting of two (2) signs notifying the public of the proposed street closure and \$48.00 for recording fees. The total fee will be due and payable to the City of San Antonio prior to City Council consideration. For informational purposes, the appraisal value of the subject right of way to be closed, vacated and abandoned is \$157,000.00. Per Ordinance Number 2007-01-11-0065, Sec. 37-9, d (1), the City of San Antonio can waive the fee of the right of way if it was originally granted by the petitioner. The petitioner originally granted 3,571 square feet (.082 of acre) to the City of San Antonio included in the proposed closure; therefore \$41,602.00 was waived from the \$157,000.00 appraisal value.

If for some reason the closure is not approved by City Council, the assessed value of the Public Right of Way will be refunded to the petitioner less the fee for the posting the signs. A completed and executed Discretionary Contracts Disclosure Statement is required. For your convenience, attached is a Discretionary Contracts Disclosure Statement.

Chapter 176 of the Texas Local Government Code applies to anyone contracting or seeking to contract with the City of San Antonio to buy or sell property, goods, or services. Such persons must file a completed Texas Ethics Commission conflict-of-interest questionnaire with the City Clerk. The filing deadline is the 7<sup>th</sup> business day after they: (1) begin contract discussions with the City or (2) submit to the City correspondence, an application, a response to a request for proposal or bid, or another writing related to a potential agreement with the City.

This requirement is additional to the City's own Discretionary Contracts Disclosure Form. You must get the Texas Ethics Commission form that commission: 201 E. 14<sup>th</sup> Street, 10<sup>th</sup> Floor, P.O. Box 12070, Austin, Texas 78711-2870, 512-463-5800, 800-325-8506, <http://www.ethics.state.tx.us/>. Failure to comply is a misdemeanor.

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, including the payment of the total fee, please countersign this letter in the spaces provided below and return it to the undersigned. Upon receipt of this executed Letter of Agreement, the total fee, the fully executed and notarized street and alley dedications and the Discretionary Contracts Disclosure Statement, we will continue processing your request.

Sincerely,



George Rodriguez  
Assistant Director

**AGREED AS TO TERMS AND CONDITIONS:**

McCombs Family, LTD.

Gay V. Woods

By:

President

Title:

10 Feb 09

Date: