



CITY OF SAN ANTONIO

January 12, 2009

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

A-Action Bail Bonds
Attn: Jerry Arredondo
1126 W. Commerce Street
San Antonio, Texas 78207

Re: S. P. No. 1415 - Request for a License Agreement to use Public Right of Way beneath Commerce Street Bridge for parking

Dear Mr. Arredondo:

With reference to the above captioned project, please be advised that the City of San Antonio has now completed the canvassing process and is in a position to recommend approval to your request subject to the following conditions:

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT:

"The following conditions are related to the future Westside Multi-Modal Station. Pedestrian accessibility features, such as, side walks or walkway shall remain unobstructed. In addition for pedestrian safety, adequate lighting and signage shall be provided. The amount of access points and/or curb cuts shall be limited for lower level of West Commerce because of possible east and west bus service. These bus routes would need to connect to the potential transit station on W. Commerce Street".

Comment # 1: In case VIA Metro determines that the property is required for their Westside Multi-Modal Station project: the license agreement should provide the City with the option to terminate the agreement at the City's discretion. For this reason, the future renewal of the license should be canvassed with departments/entities especially VIA Metro.

Comment # 2: In addition if IDZ zoning is adopted in January 2009, the businesses along this segment of W. Commerce Street will be exempted from minimum parking standards.

DEVELOPMENT SERVICES DEPARTMENT:

"Provided proper permits are obtained.

DEPARTMENT OF PUBLIC WORKS:

Street Maintenance Division- "Approval if all trash and debris shall be removed or cleaned during the duration of this time. If pressure washing is needed, it will be at the sole expense of Licensee".

CITY PUBLIC SERVICE ENERGY:

Overhead Engineering- "Petitioner must agree to reserve a perpetual easement for all existing electrical and/or facilities and agrees to allow perpetual access to any such utilities for inspection, operational and maintenance purposes or may seek the relocation of the facilities with the express permission and coordination with City Public Service Energy and at the sole expense of the petitioner".

Exhibit "C"

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CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT:

- A City Ordinance will authorize the License Agreement for the use of Public Right of Way;
- Petitioner asserts that all evidence of ownership of property abutting the Public Right of Way in question is true and correct; Petitioner acknowledges that utility easements may exist within or adjacent to the right of way, including but not limited to: electrical, water, sewer, telephone, cable, fiber optic conduit, etc. Petitioner agrees to allow perpetual access to any such utilities in the event maintenance work is required, at no expense nor any other obligations to the City of San Antonio or the holder of utility easement rights;

Additionally, the fee established for this License Agreement is \$24,932.00 for a ten-year term. A-Action Bail Bonds agrees to pay to City a one-time, lump sum "License Fee" of \$24,932.00, which includes a fee of \$32.00 for recordation of the City Ordinance.

If you concur with the above-mentioned conditions, including the payment of the fee established for this use of Public Right of Way, please countersign this letter in the space provided below and return to the undersigned. Upon receipt of this signed Letter of Agreement and the completed Discretionary Contracts Disclosure Statement we will continue processing your request.

This Letter of Agreement is being offered by the City of San Antonio only to the above named petitioner and will expire thirty (30) days after the date of issuance unless a specific extension is requested by the petitioner and granted by the City.

Sincerely,



 George H. Rodriguez, Assistant Director
 Capital Improvements Management Services

AGREED AS TO TERMS AND CONDITIONS:

Petitioner: **A-Action Bail Bonds**

AGREED AS TO TERMS AND CONDITIONS:



 By Bruce Emery
 Print Name

OWNER
 Title
FEB 6, 2009
 Date