



CITY OF SAN ANTONIO

CAPITAL IMPROVEMENTS MANAGEMENT SERVICES

P. O. BOX 839966

SAN ANTONIO TEXAS 78283-3966

May 21, 2010

SAT Houston St. LLC
Attn: W. Bebb Francis, III
112 E. Pecan St., Suite 200
San Antonio, Texas 78205-1517

Re: Special Project No. 1394 - Request for a license to use approximately 384 square feet of E. Houston Street Public Right of Way

Dear Mr. Francis:

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:

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT:

- Plans for construction in the Right of Way and for the building shall require approval by the Historic Design and Review Commission (HDRC) for the construction of the proposed hotel.
- Petitioner must obtain proper permits.

PUBLIC WORKS DEPARTMENT:

Disability Access Office:

- Non exclusive use – available as time limited zone for unloading passengers not residing at the hotel.
- Eleven (11) feet clear sidewalk width maintained.
- Existing plan may not be compliant with Texas Accessibility Standards (TAS). This office has no authority to vary TAS standards. Based on the State's required review of the entire project including the proposed cut-out, the acceptance of the loading zone can be determined. A variance can be prepared as appropriate to the state review and approval process.

Right of Way Management Division:

- The developer will provide two (2) ADA ramps, relocate the trees to another area along Houston Street, the bus stop and bench will be adjusted so as not to interfere with the valet area.
- At least 11 feet of sidewalk will be maintained.

Traffic Engineering Division:

- The curb cut for loading and unloading along Houston Street is acceptable; however, conflicts with the existing VIA bus stop need to be resolved.
- In addition, a minimum clear sidewalk width of Eleven (11) feet must be maintained throughout.
- Designating the curb cut for the exclusive use of only one entity is not acceptable. The area can be designated as a time limited passenger loading zone or time limited commercial loading zone but would be available for any business to utilize.
- It will be the responsibility of the City to designate the type of loading zone and erect signs stating the type of restriction within the curb cut. (See CIMS additional comment on costs for signs).

CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT:

There are several issues of concern:

Utility issues (street light pole, electrical outlets, water meters, water valves and a man hole)

Traffic issues (Jefferson signal light)

Via issues (Bus Stop)

Arborist issues (Five Palm Trees)

- The trees and planter will be located as shown on Exhibit B.
- Petitioner will guarantee the trees for one year after they are planted. In the event the transplanted palms fail, they will be replaced with the same species and similar size.
- Petitioner will pay for the signs at its own cost when the sign permit is pulled.

The fee established for this license is \$38,400.00, which has been waived in accordance with the 100% reduction provided under the City's Incentive Scorecard System. Petitioner agrees pay for the signs and permits stipulated by the Traffic Engineering Division of the Public Works Department. The City of San Antonio must be formally released from any and all liabilities, which may be incurred in connection with this request. A Certificate of Insurance must be provided. Petitioner asserts that all evidence of ownership of Public Right of Way proposed to be used by the City of San Antonio is true and correct.

If you concur with the above-mentioned conditions, please countersign this letter in the spaces provided below and return to the undersigned. Upon receipt of this signed Letter of Agreement, the three (3) original License Agreements, the Certificate of Insurance, a Discretionary Contracts Disclosure Form (to be completed on the <http://www.sanantonio.gov/atty/ethics/forms.asp> website link then printed and signed), we will continue processing your request.

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

Sincerely,



Marcia Shell Orlandi
Real Estate Manager
Real Estate Division

AGREED AS TO TERMS AND CONDITIONS:

SAT Houston St. LLC



By Nick Naik

Title: President