

RULE 11
EXTENSION OF TIME TO REMEDIATE

COMES NOW THE PARTIES, ARTURO LOPEZ ("LOPEZ"), and the CITY OF SAN ANTONIO ("CITY"), in the below referenced Compliance Agreement, and memorialize the following terms and conditions which set forth their Rule 11, Extension of Time to Remediate:

(1) The PARTIES incorporate all previously agreed to terms and conditions of the previous Nuisance Abatement Compliance Agreement, dated January 31, 2018. *See Attachment 1.*

(2) The CITY agrees to extend the deadlines for LOPEZ to completely remediate Violations One and Two, as previously specified in the January 31, 2018 Nuisance Abatement Compliance Agreement, to a new completion date of July 3, 2018. *alleged ST
fuel*

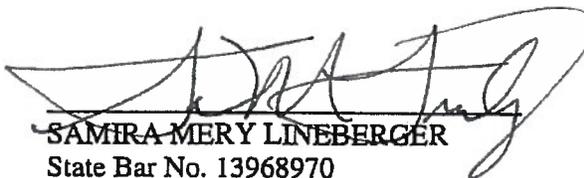
(3) The PARTIES agree that if there are further requests for extensions of time from LOPEZ, that such requests can be made directly to City staff; however such requests are not valid or deemed agreed-to until and unless they are incorporated into a written agreement or Rule 11 drafted and approved by the PARTIES' attorneys.

FURTHER THE PARTIES SAYETH NOT.

Signed this 9th day of May, 2018.



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Attorney for Arturo Lopez

Attorneys for CITY OF SAN ANTONIO

ATTACHMENT 1

Chapter 54 of the Texas Local Government Code

**City of San Antonio v Arturo Lopez and the
Places and Premises' Located at 5550 and 5650 Easterling Road, San Antonio,
Texas**

**Nuisance Abatement Compliance Agreement
Executed: January 31, 2018**

NUISANCE ABATEMENT COMPLIANCE AGREEMENT

THIS NUISANCE ABATEMENT COMPLIANCE AGREEMENT ("Agreement") is made effective as of the execution of this Agreement ("Effective Date"), by and among the CITY OF SAN ANTONIO ("City") and ARTURO LOPEZ ("Owner/Tenant").

I. RECITALS

1. Arturo Lopez is the current tenant of the property located at 5550 Easterling Road in San Antonio, Bexar County, Texas ("property 1").
2. Arturo Lopez is the current owner of record of the property located at 5650 Easterling Road in San Antonio, Bexar County, Texas ("property 2").
3. On or about January 18, 2018, the City of San Antonio investigated the property located at 5550 Easterling in response to floodplain violation complaints and discovered two. Specific to the floodplain violations, the City found that concrete had been poured into the floodplain and the City right-of-way at 5550 Easterling Road ("violation 1"). Additionally, the City found ongoing unpermitted and illegal construction of a ramp from 5650 to 5550 Easterling Road ("violation 2").
4. During the January 18, 2018 investigation, Arturo Lopez freely stated that he was responsible for having the concrete poured at 5550 Easterling Road, into the floodplain and onto the City right-of-way (violation 1), having done so sometime in the 1990's. Also on that date, Arturo Lopez told investigators that he was building a ramp without a permit (violation 2). Additionally, City investigators identified the workers making the ramp, from 5650 to 5550 Easterling Road, as being employed and directed by Arturo Lopez.

II. ADMISSIONS

1. Arturo Lopez admits full responsibility and accepts liability for violation 1, the concrete poured into the flood plain and the City's right-of-way.
2. Arturo Lopez admits full responsibility and accepts liability for violation 2, the unpermitted ramp in the floodplain, bridging property 1 with property 2.

III. AGREEMENTS

A. VIOLATION NO. 1 – CONCRETE IN THE FLOODPLAIN AND CITY RIGHT-OF-WAY

1. Arturo Lopez agrees to remove the concrete in the floodplain and City right-of-

way, violation 1, to the full and complete satisfaction of the City.

- (a) As a condition precedent, Arturo Lopez agrees to submit within three (3) days of signing this Compliance Agreement a complete and full application for a permit to do so, with the department of Transportation and Capital Improvements ("TCI").
 - (b) Arturo Lopez acknowledges that it is his responsibility to fully, completely and properly fill out the 'permit for floodplain development,' with all necessary attachments as requested.
 - (c) Arturo Lopez further acknowledges and agrees that no work shall commence on removing violation 1 until the permit is granted by TCI.
2. The Parties agree that Arturo Lopez shall have five (5) weeks from the date of signing this Agreement to remove the concrete from the floodplain and the City's right-of-way, to the full and complete satisfaction of the City. The Parties also agree that this time-frame is reasonable for the scope of work to be performed.
- (a) The City agrees that if Arturo Lopez removes the concrete before the five (5) week deadline, to the City's full and complete satisfaction, the City shall dismiss all criminal and administrative cases pending which relate to violation 1.
 - (b) Arturo Lopez agrees that if the removal of violation 1 takes longer than five (5) weeks that he shall pay a two thousand (\$2,000.00) dollar penalty to the City for every additional week he fails to complete the removal of violation 1, with the exception of delays caused by acts of God or catastrophes as specified in the Force Majeure clause.

B. VIOLATION NO. 2 – ILLEGAL CONSTRUCTION OF A RAMP IN THE FLOODPLAIN

1. Arturo Lopez agrees to remove violation 2, the illegal unpermitted ramp and connecting driveways, sidewalks and retaining walls in the floodplain and adjacent to the City right-of-way, to the full and complete satisfaction of the City. This includes any site work that is in the flood plain that is above grade and that is not naturally occurring.
 - (a) As a condition precedent, Arturo Lopez agrees to submit within one (1) month of signing this Compliance Agreement a complete and full application for a permit to do so, with TCI.
 - (b) Arturo Lopez acknowledges that it is his responsibility to fully,

completely and properly fill out the 'permit for floodplain development,' with all necessary attachments as requested.

- (c) Arturo Lopez further acknowledges and agrees that no work shall commence on removing violation 2 until the permit is granted by TCI.
- (d) Prior to commencing work, an engineer's study as required by TCI must be completed and submitted in the application.

2. The Parties agree that Arturo Lopez shall have eight (8) weeks from the date of the application for the permit being submitted to TCI to remove the illegal unpermitted ramp and connecting driveways, sidewalks and retaining walls in the floodplain, to the full and complete satisfaction of the City. The Parties also agree that this time-frame is reasonable for the scope of work to be performed. This time-frame is subject to change depending upon the scope of work in recontouring the land to the original strata, as reflected in the TCI permit for floodplain development.

- (a) The City agrees that if Arturo Lopez removes the ramp to the City's full and complete satisfaction before the agreed-to deadline the City shall dismiss all criminal and administrative cases pending which relate to violation 2.
- (b) Arturo Lopez agrees that if the removal of violation 2 takes longer than the agreed to deadline that he shall pay a two thousand (\$2,000.00) dollar penalty to the City for every additional week he fails to complete the removal of violation 2, with the exception of delays caused by acts of God or catastrophes as specified in the Force Majeure clause.
- (c) It will be necessary for Arturo Lopez to engage and submit an engineer's letter, which will be a condition precedent to the City's final inspection of the work done.

INSPECTIONS and INVESTIGATIONS

The parties agree that the City shall re-inspect and reinvestigate the property to ensure compliance with the terms of this Agreement on a routine basis. The City shall review the Agreement to ensure that compliance has been met to the City's complete and full satisfaction. If compliance has been met to the complete and full satisfaction of the City, this Agreement shall be terminated subject to repeat inspections and investigations in the future to ensure continued compliance. The parties further agree that the City may inspect the property once a week during this Agreement, at a mutually convenient time and during working hours.

FORBEARANCE

In consideration of the Owner's execution hereof, the City agrees not to pursue a cause of action predicated upon Chapter 54 of the Texas Local Government Code, seeking abatement of the violations as well as civil penalties and attorney's fees, so long as the City is fully and completely satisfied that the Owner is in compliance with the terms stated herein. This Agreement relates solely to the abatement of legal proceedings pursuant to Chapter 54 of the Texas Local Government Code and does not absolve Owner from complying with any other applicable law, regulation, or ordinance. The City shall not in any manner be precluded from initiating a cause of action under Chapter 54 of the Texas Local Government Code should the City deem it necessary to do so in order to protect the health, welfare, and safety of the community, during or after this Agreement. Any cases arising from criminal activity during the duration of this Agreement shall be utilized in any future causes of action.

Owner, by executing this Agreement, does not waive any of his legal rights, and reserves the right to challenge on legal, equitable and/or constitutional grounds, the City's pursuit of a cause of action under 54 of the Texas Local Government Code or any other proceedings in which property closure, abatement or injunction or legal action of any type are sought by the City against Owner or the Property for the crimes alleged in the current petition.

FORCE MAJEURE

Owner shall not be liable for delays caused by unforeseen conditions or circumstances beyond Owner's reasonable control, provided notice thereof is given to Code Enforcement Supervisor Jenny Ramirez as soon as practicable but no later than three (3) business days after the start of the event causing the delay. All such conditions preventing performance shall be remedied as soon as possible.

AGREED TO AND SIGNED BY:



ARTURO LOPEZ
Owner/Tenant

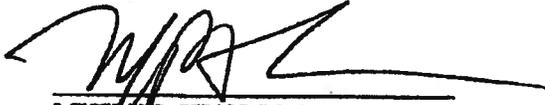
Date January 31, 2018



MICHAEL FRISBIE
Director of Transportation and Capital

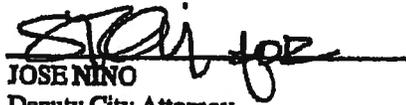
Date January 31, 2018

Improvements



MICHAEL SHANNON
Director of Development Services

Date January 31, 2018



JOSE NINO
Deputy City Attorney
City of San Antonio

Date January 31, 2018