

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT #2 TO
MULTIPLE USE AGREEMENT
FOR PUBLIC OFF-STREET PARKING FACILITIES**

THIS AMENDMENT IS MADE BY AND BETWEEN the Texas Department of Transportation, hereinafter identified as "TxDOT", and the City of San Antonio, hereinafter identified as the "City".

WITNESSETH

WHEREAS, TxDOT and the City executed a Multiple Use Agreement on November 2, 1995 (attached) for construction, maintenance, and operation of public off-street parking facilities located in Bexar County within IH 35 right of way from the San Antonio River to Camden, from Camden to Quincy, and from N. Flores to Camaron; and,

WHEREAS, City Public Service entered a lease agreement for a private/restricted parking facility between the San Antonio River and Camden for the period of December 30, 2003 to December 31, 2013; and that lease agreement was terminated on December 31, 2013; and

WHEREAS, the City requested that the parking facility between the San Antonio River and Camden would again be approved by TxDOT as public off-street parking under the above mentioned Multiple Use Agreement; and,

WHEREAS, the City and TxDOT executed a first amendment to the Agreement on February 5, 2015 (attached) to again include the area between the San Antonio River and Camden for public parking and install a new driveway and pedestrian gate to the off-street parking area between Camden and Quincy.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, TxDOT and the City do agree as follows:

AGREEMENT

Article 1. Description of Amendment

The City releases back to TxDOT an area of 3.76 acres located between Camaron Street and North Flores Street and detailed in the survey notes shown as Exhibit A, which is hereby incorporated for all purposes as if fully set forth.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, TxDOT AND THE CITY have executed duplicate counterparts to effectuate this agreement:

CITY OF SAN ANTONIO, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

**TEXAS DEPARTMENT OF
TRANSPORTATION,**

State of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Pursuant to Ordinance No. _____, passed and approved on _____.

Attest:

City Clerk

Approved As To Form:

City Attorney

County: Bexar
Highway: I.H. 35
ROW C.S.J. No.: 0017-10-132
Date: June 4, 2015

EXHIBIT A

**TRACT NO. 1
PROPERTY DESCRIPTION
FOR
A 3.760 ACRE TRACT
(AREA TO BE LEASED)**

A 3.760 acre tract of land, 163,768 square feet, out of the San Antonio Town Tract, Abstract 20, being a portion of Interstate Highway 35, a variable width public right-of-way, situated in New City Block (N.C.B.) 112, 113 and 131, City of San Antonio, Bexar County, Texas, being a portion of Parcel 62, a 0.2877 of an acre tract as conveyed by deed from Thomas Willard Nash and Christine B. Nash to the State of Texas and executed on September 18, 1984, recorded in Volume 3275 Page 1387 of the Official Public Records of Bexar County, Texas, a portion of Parcel 63, a 0.11 of an acre tract as conveyed by deed from James Price Juvenal, Mary Louise Price Juvenal, and Guy Leary Odom Sr., as Trustee, and Guy Odom Jr., as Successor Trustee to the State of Texas and executed on June 21, 1984, recorded in Volume 3262 Page 1409 of the Official Public Records of Bexar County, Texas, a portion of Parcel 65, a 0.1306 of an acre tract as conveyed by deed from Carolina S. Garza to the State of Texas and executed on May 11, 1984, recorded in Volume 3298 Page 1614 of the Official Public Records of Bexar County, Texas, a portion of Lots 7, 8, 9, 10, 11, 21, 20, and 19 of N.C.B. 112, no transfer of record found, a portion of former Belvin St. right-of-way, no record of transfer found, a portion of W. Quincy right-of-way, formerly known as W. Romana, no record of transfer found, a portion of Parcel 68, a 0.0749 of an acre tract as conveyed by Judgment from Bernard Gilbert, et ux, et al, to the State of Texas and filed on September 7, 1999, recorded in Volume 8124 Page 1109 of the Official Public Records of Bexar County, Texas, a portion of Parcel 67, a 0.0623 of an acre tract as conveyed by deed from Eva Trevino Barber, John G. Barber and Irene McBurnett to the State of Texas and executed on March 28, 1985, recorded in Volume 3389 Page 1702 of the Official Public Records of Bexar County, Texas, a portion of Lots 29, 12, 28, 1, 2, A13, A19, 5, 6, 10 and 11 of N.C.B. 113, no transfer of record found, all of Lots 3, 4, 7, 8 and 9 of N.C.B. 113, no transfer of record found, and being more particularly described by metes and bounds as follows:

BEGINNING at a set PK nail with a washer stamped "KFW SURVEYING" at the intersection of an extension of a concrete line with a chain link fence, near the northeast corner of Parcel 67 and for the most easterly corner of the tract described herein, from which a found ½" iron rod in the west right-of-way line of N. Flores Street, for the northeast corner of Parcel 67, and the northwest corner of a 0.071 of an acre tract of land conveyed to Local 142 Federal Credit Union of record in Volume 9427 Page 55 of the Official Public Records of Bexar County, Texas, bears N 52° 24' 52" E, a distance of 15.87 feet, from which a found ½" iron rod in the west right-of-way line of N. Flores Street, for the northeast corner of the 0.071 of an acre tract and the northwest corner of a 0.162 of an acre tract of land conveyed to Ramon Esquivel of record in Volume 5300 Page 1479 of the Official Public Records of Bexar County, Texas, bears S 68° 16' 49" E, a distance of 17.19 feet;

THENCE: Over and across the existing right-of-way of Interstate Highway 35 and generally along and with the chain link fence the following two (2) courses:

1. **S 50° 30' 59" W**, a distance of **110.13** feet to a set PK nail with a washer stamped "KFW SURVEYING" for an angle of the tract described herein, from which a found ½" iron rod for the southeast corner of Parcel 67, the most westerly corner of the 0.071 acre tract and in the east line of an alley of N.C.B. 113, bears **S 56° 37' 13" E**, a distance of 2.66 feet, and

2. **S 39° 47' 13" W**, a distance of **168.25 feet** to set PK nail with a washer stamped "KFW SURVEYING" for an interior corner of the tract described herein;

THENCE: S 19° 40' 42" E, continuing over and across the existing right-of-way of Interstate Highway 35 and generally along and with the chain link fence, passing at a distance of 1.27 feet a found ½" iron rod for an angle in the south right-of-way line of Interstate Highway 35, for the south corner of Parcel 68, and the most westerly corner of Lot 41, N.C.B. 113 of the Children's Church Subdivision, a plat of record in Volume 9529 Page 5 of the Deed and Plat Records of Bexar County, Texas and along and with the southwest line of Lot 41 and a southerly right-of-way line of Interstate Highway 35 for a total distance of **11.34 feet** to a found ½" iron rod in the current north right-of-way line of W. Quincy Street, for an angle in the south right-of-way line of Interstate Highway 35, for the south corner of Lot 41 and an exterior corner of the tract described herein;

THENCE: S 40° 51' 13" W, generally along and with the chain link fence, a distance of **55.76 feet** to a set PK nail with a washer stamped "KFW SURVEYING" at the intersection with the extension of the chain link fence and the back of curb and for an exterior corner of the tract described herein,

THENCE: Over and across the existing Interstate Highway 35 right-of-way and generally along and with the back of curb the following four (4) courses:

1. **S 69° 55' 06" W**, a distance of **94.95 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for a point of curvature of the tract described herein,
2. With a non-tangent curve to the left having a radius of **187.08 feet**, a delta angle of **18° 49' 37"**, an arc length of **61.47 feet** and a chord bears, **S 59° 16' 42" W**, a distance of **61.20 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for a point of compound curvature of the tract described herein,
3. With a curve to the left having a radius of **169.25 feet**, a delta angle of **13° 48' 59"**, an arc length of **40.81 feet** and a chord bears, **S 45° 21' 25" W**, a distance of **40.71 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for a point of non-tangency of the tract described herein, and
4. **S 34° 28' 39" W**, a distance of **66.00 feet** to a set PK nail with a washer stamped "KFW SURVEYING" at the intersection with the back of curb and an edge of concrete and for an exterior corner of the tract described herein;

THENCE: Continuing over and across the existing Interstate Highway 35 right-of-way and generally along and with the edge of concrete the following eight (8) courses:

1. **S 60° 44' 37" W**, a distance of **5.38 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for the most southerly corner of the tract described herein,
2. **N 84° 43' 05" W**, a distance of **44.09 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for an angle of the tract described herein,
3. **N 83° 29' 02" W**, a distance of **44.50 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for a point of curvature of the tract described herein,
4. With a non-tangent curve to the right having a radius of **269.45 feet**, a delta angle of **11° 51' 19"**, an arc length of **55.75 feet** and a chord bears, **N 73° 20' 21" W**, a distance of **55.65 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for a point of non-tangency of the tract described herein,

5. **N 68° 35' 29" W**, a distance of **143.78 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for an exterior corner of the tract described herein,
6. **N 16° 00' 24" E**, a distance of **1.04 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for an interior corner of the tract described herein,
7. **N 67° 49' 05" W**, a distance of **13.55 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for an exterior corner of the tract described herein, from which a found "x" in concrete in the north right-of-way line of Interstate Highway 35 and for the southwest corner of Lot 34, N.C.B. 3599 of the Resubdivision of N.C.B. 3599, a plat of record in Volume 5300 Page 118 of the Deed and Plat Records of Bexar County, Texas, bears **N 73° 50' 08" E**, **71.81 feet**, and
8. **N 19° 44' 54" W**, a distance of **2.25 feet** to a set PK nail with a washer stamped "KFW SURVEYING" at the intersection with the edge of concrete and the back of curb and for the most westerly corner of the tract described herein;

THENCE: Continuing over and across the existing Interstate Highway 35 right-of-way and generally along and with the back of curb the following three (3) courses:

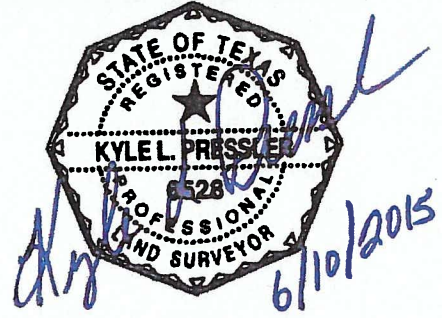
1. **N 52° 31' 11" E**, a distance of **206.51 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for a point of curvature of the tract described herein, from which a found ½" iron rod with a plastic cap stamped "RPLS 5578" in the northerly right-of-way line of Interstate Highway 35, for the west corner of Parcel 66, a 0.0196 acre tract of land conveyed by deed from Lester Reetz to the State of Texas and executed on January 16, 1985, recorded in Volume 3332 Page 1202 of the Official Public Records of Bexar County, Texas, for the southwest corner of the north irregular 88.51 feet of Lot 9 and north irregular 76.99 feet of Lot 10 of N.C.B. 112 and the east corner of Lot 34, N.C.B. 3599, bears **N 16° 46' 37" E**, a distance of **55.61 feet**,
2. With a non-tangent curve to the left having a radius of **555.11 feet**, a delta angle of **10° 17' 52"**, an arc length of **99.77 feet** and a chord bears, **N 46° 05' 57" E**, a distance of **99.64 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for a point of non-tangency of the tract described herein, and
3. **N 39° 47' 12" E**, a distance of **340.14 feet** to a set PK nail with a washer stamped "KFW SURVEYING" at the intersection with the back of curb and an edge of concrete and for the most northerly corner of the tract described herein;

THENCE: Continuing over and across the existing Interstate Highway 35 right-of-way and generally along and with the edge of concrete the following five (5) courses:

1. **S 57° 55' 47" E**, a distance of **86.16 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for a point of curvature of the tract described herein,
2. With a non-tangent curve to the left having a radius of **163.64 feet**, a delta angle of **09° 23' 19"**, an arc length of **26.81 feet** and a chord bears, **S 61° 46' 44" E**, a distance of **26.78 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for a point of non-tangency of the tract described herein,
3. **S 64° 19' 27" E**, a distance of **39.88 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for an angle of the tract described herein,
4. **S 65° 09' 08" E**, a distance of **139.93 feet** to a set PK nail with a washer stamped "KFW SURVEYING" for an angle of the tract described herein, and

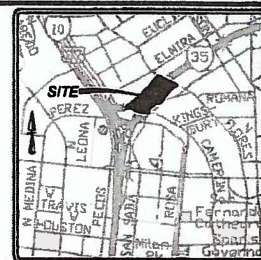
5. S 67° 04' 50" E, a distance of 14.75 feet to the **POINT OF BEGINNING** and containing 3.760 acres or 163,764 square feet more or less, in Bexar County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane, South Central Zone, 4204. Distances are in surface. Error of closure 1/129,276.

Job No.: 15-052
Prepared by: KFW Surveying
Date: June 4, 2015
Revised: June 10, 2015
File: S:\Draw 2015\15-052 816 Camaron St TXDOT Lease\DOCS\Field Notes 3.760 ACRES-Rev.doc





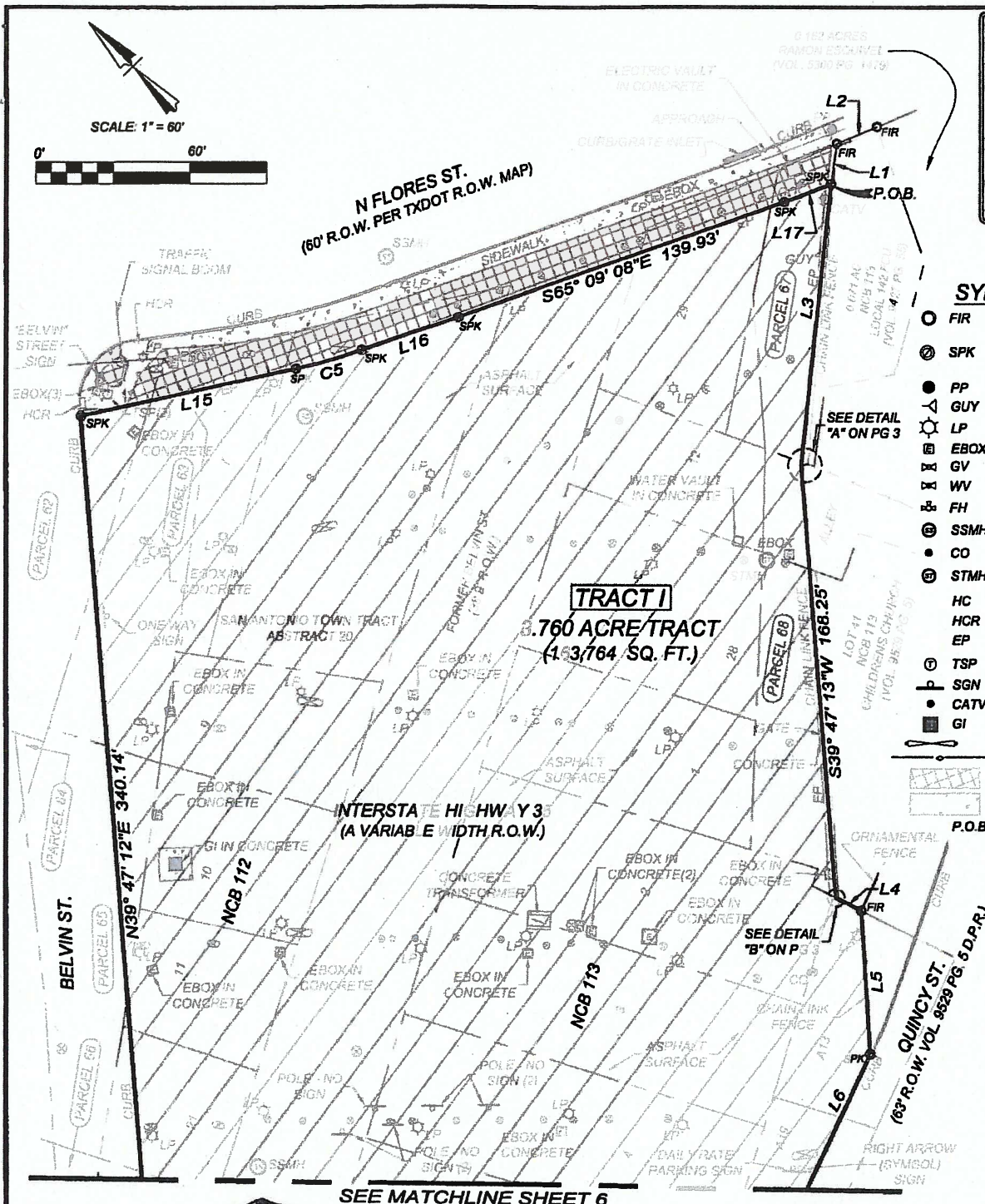
SCALE: 1" = 60'



LOCATION MAP
NOT-TO-SCALE

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- ⊙ SPK SET PK NAIL WITH WASHER STAMPED "KFW SURVEYING"
- PP POWER POLE
- ⊙ GUY GUY
- ⊙ LP LIGHT POLE
- ⊙ EBOX ELECTRIC BOX
- ⊙ GV GAS VALVE
- ⊙ WV WATER VALVE
- ⊙ FH FIRE HYDRANT
- ⊙ SSMH SANITARY SEWER MANHOLE
- CO CLEAN OUT
- ⊙ STMH STORM DRAIN MANHOLE
- HC HANDICAP PARKING
- HCR HANDICAP RAMP
- EP EDGE OF PAVEMENT
- ⊙ TSP TRAFFIC SIGNAL POLE
- ⊙ SGN SIGN AS NOTED
- CATV CABLE TELEVISION
- ⊙ GI GRATE INLET
- ⊙ GATE
- ⊙ CHAINLINK FENCE
- ⊙ STAMPED CONCRETE
- ⊙ CONCRETE SURFACE
- P.O.B. POINT OF BEGINNING



TRACT 1

3.760 ACRE/TRACT
(163,764 SQ. FT.)

INTERSTATE HIGHWAY 35
(A VARIABLE WIDTH R.O.W.)

SEE MATCHLINE SHEET 6



KYLE L. PRESSLER: KPRESSLER@KFWENGINEERS.COM

KFW
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12100 PARK 35 CIRCLE BLDG. A
SUITE 150 MC-CO AUSTIN, TX 78753
PHONE 512-235-5263 FAX 512-235-5253



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BRIDGE COLUMNS

- 30" DIAMETER
- 36" DIAMETER
- 10' X 3'
- 5' X 2.5'
- 48" DIAMETER

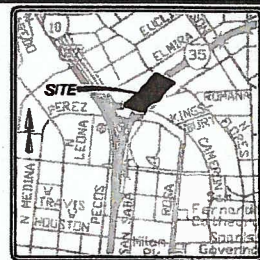
NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES.
2. METES AND BOUNDS WERE PREPARED FOR THIS SURVEY.
3. FIELD SURVEY COMPLETED ON MAY 26, 2015.
4. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF SAN ANTONIO AND BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
5. ERROR OF CLOSURE: 1/129,276.

DISTRICT 15 SAN ANTONIO	TRACT 1 SURVEY OF LEASE AREA 3.760 OF ONE ACRE (163,768 SQ. FT.)	COUNTY BEXAR
R.O.W. C.S.J. # 0017-10-132		DATE OF SURVEY MAY 26, 2014
JOB NO. 15-052	INTERSTATE HIGHWAY NO. 35	PAGE 5 OF 7



SCALE: 1" = 60'



LOCATION MAP
NOT-TO-SCALE

SEE MATCHLINE SHEET 5

INTERSTATE HIGHWAY 35
(A VARIABLE WIDTH R.O.W.)

TRACT 1
3.760 ACRE TRACT
(163,764 SQ. FT.)

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- ⊙ SPK SET PK NAIL WITH WASHER STAMPED "KFW SURVEYING"
- PP POWER POLE
- △ GUY GUY
- ⊙ LP LIGHT POLE
- ⊙ EBX ELECTRIC BOX
- ⊙ GV GAS VALVE
- ⊙ WV WATER VALVE
- ⊙ FH FIRE HYDRANT
- ⊙ SSMH SANITARY SEWER MANHOLE
- CO CLEAN OUT
- ⊙ STMH STORM DRAIN MANHOLE
- HC HANDICAP PARKING
- HCR HANDICAP RAMP
- EP EDGE OF PAVEMENT
- ⊙ TSP TRAFFIC SIGNAL POLE
- ⊙ SGN SIGN AS NOTED
- CATV CABLE TELEVISION
- ⊙ GI GRATE INLET
- ⊙ GATE
- ⊙ CHAINLINK FENCE
- ⊙ STAMPED CONCRETE
- ⊙ CONCRETE SURFACE

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BRIDGE COLUMNS

- 30" DIAMETER
- 36" DIAMETER
- 10' X 3'
- 5' X 2.5'
- 48" DIAMETER



KYLE L. PRESSLER: KPRESSLER@KFWENGINEERS.COM

KFW
SURVEYING
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Phone: (210) 375-2444 • Fax: (210) 375-0441
TSP's Permit No. 10122003



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SUITE 150 MC-230 AUSTIN, TX 78753
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DISTRICT 15
SAN ANTONIO

R.O.W. C.S.J. #
0017-10-132

JOB NO.
15-052

TRACT 1
SURVEY OF LEASE AREA
3.760 OF ONE ACRE
(163,764 SQ. FT.)

INTERSTATE HIGHWAY NO. 35

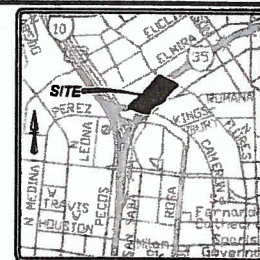
COUNTY
BEXAR

DATE OF SURVEY
MAY 26, 2014

PAGE 6 OF 7

Line Table		
LINE #	LENGTH	DIRECTION
L1	15.87'	N52°24'52"E
L2	17.19'	S68°16'49"E
L3	110.13'	S50°30'59"W
L4	11.34'	S19°40'42"E
L5	55.76'	S40°51'13"W
L6	94.95'	S69°55'06"W
L7	66.00'	S34°28'39"W
L8	5.38'	S60°44'37"W
L9	44.09'	N84°43'05"W
L10	44.50'	N83°29'02"W
L11	143.78'	N68°35'29"W
L12	1.04'	N16°00'24"E
L13	13.55'	N67°49'05"W
L14	2.25'	N19°44'54"W
L15	86.16'	S57°55'47"E
L16	39.88'	S64°19'27"E
L17	14.75'	S67°04'50"E

Curve Table					
Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	61.47'	187.08'	018°49'37"	S59°16'42"W	61.20'
C2	40.81'	169.25'	013°48'59"	S45°21'25"W	40.71'
C3	55.75'	269.45'	011°51'19"	N73°20'21"W	55.65'
C4	99.77'	555.11'	010°17'52"	N46°05'57"E	99.64'
C5	26.81'	163.64'	009°23'19"	S61°46'44"E	26.78'

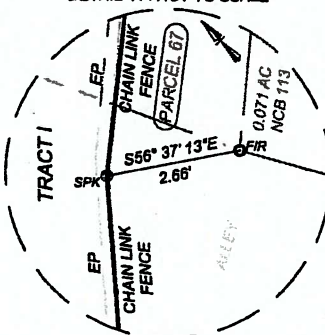


LOCATION MAP
NOT-TO-SCALE

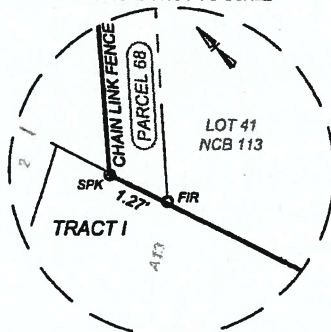
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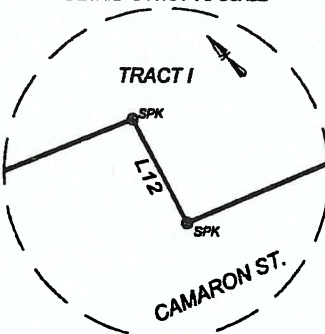
DETAIL "A": NOT TO SCALE



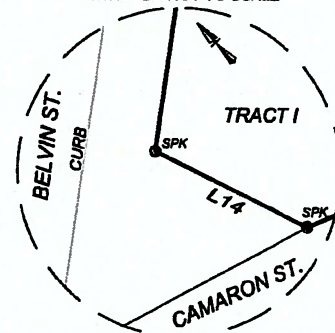
DETAIL "B": NOT TO SCALE



DETAIL "C": NOT TO SCALE



DETAIL "D": NOT TO SCALE



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TSP/LP Permit # 1012280



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SUITE 150 MC-220 AUSTIN, TX 78753
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COUNTY OF TRAVIS §

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WITNESSETH

WHEREAS, TxDOT and the City executed a Multiple Use Agreement on November 2, 1995 (attached) for construction, maintenance, and operation of public off-street parking facilities located in Bexar County within IH 35 right of way from the San Antonio River to Camden, from Camden to Quincy, and from N. Flores to Camaron; and,

WHEREAS, City Public Service entered a lease agreement for a private/restricted parking facility between the San Antonio River and Camden for the period of December 30, 2003 to December 31, 2013; and that lease agreement was terminated on December 31, 2013; and,

WHEREAS, the City has requested that the parking facility between the San Antonio River and Camden would again be approved by TxDOT as public off-street parking under the above mentioned Multiple Use Agreement; and,

WHEREAS, the City desires to install a new driveway and pedestrian gate to the public off-street parking area between Camden and Quincy.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, TxDOT and the City do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

The parking area between the San Antonio River and Camden is again included as a public off-street parking facility as specified in the original Multiple Use Agreement, dated November 2, 1995.

In addition to responsibilities stated in the Multiple Use Agreement, the City will be responsible for design, construction, maintenance and operation of the new driveway, pedestrian gate and associated modifications to the public off-street parking facility as shown on construction plans referred to as "Exhibit A". The Multiple Use Agreement is hereby amended to include the following plans, (Exhibit A), entitled:

1. "Modification to MUA Agreement".

The City will provide a Certificate of Insurance on TxDOT Form 1560 (Exhibit B) from the contractor for the modifications to the parking area between Camden and Quincy.

All other provisions of the original Multiple Use Agreement are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, TxDOT AND THE CITY have executed duplicate counterparts to effectuate this agreement.

THE CITY OF SAN ANTONIO

By: _____

Signature

Lori Houston

Printed Name

Director of CCDD

Title

01/28/2014

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

Mario R. Jorge, P.E.

District Engineer

San Antonio District

2/5/14

Date

MULTIPLE USE AGREEMENT

STATE OF TEXAS *

COUNTY OF TRAVIS *

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and the City of San Antonio, hereinafter called the "City" party of the second part, is hereby created to supersede the previously executed Multiple Use Agreements between the State and the City, dated November 19, 1956, and October 10, 1974, involving public off-street parking facilities, and shall be executed by the City and shall become effective on the date when finally accepted and executed by the State.

WITNESSETH

WHEREAS, the City has requested the State to permit the construction, maintenance and operation of a public off-street parking facility located on the route of Interstate Highway 35 under the portion of a structure to include three parking areas (1) from the San Antonio River to Camden St.; (2) from Camden St. to E. Quincy St.; and (3) from N. Flores St. to Camaron St., in San Antonio, Bexar County, Texas and being more specifically described by metes and bounds of Exhibit 3, and shown graphically by site plan in Exhibit 4, which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the City and the State with reference thereto, and conditioned that such use is in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

I.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. CONSTRUCTION PLANS

The parties hereto will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include a map or plat indicating detail limits of the facility, the design of the access control, necessary horizontal and vertical clearances from highway structures, adequate landscape treatment, and general layout; and they shall also delineate and define the construction responsibilities of both parties hereto and when approved shall be attached to the agreement and made a part thereof in all respects. Any future revisions or additions of permanent improvements shall be made after prior approval of the State.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1-1/2 ton trucks, such vehicles to conform in size and use to governing laws, except buses in designated areas as determined by the City and approved by the State. Parking shall be permitted only in marked spaces.

4. PROHIBITIONS/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the parking facility shall be entirely the responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, furnishing water, irrigating and otherwise caring for landscaping plants, prompt replacement of dead and sickly plants, mowing and otherwise keeping the facility in a clean and sanitary condition. Maintenance of all pavement markings shall be the responsibility of the City, in addition to surveillance by security attendant patrol to eliminate the possible creation of a nuisance or hazard to the public.

Hazardous or unreasonably objectionable smoke, fumes, vapor, or odors shall not be permitted to rise above the grade line of the highway, nor shall the parking facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

6. FEES

Any fees levied for use of the parking facilities shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operation thereof, and shall be subject to State approval. Fee schedules shall be prominently posted at all times. Fee schedules may fluctuate due to special events. Accounting procedures shall be established and proper documentation shall be maintained for State audit purposes. State audits will be performed as needed and determined by the State. Levied fees may require adjustment as dictated by the results of the State audit.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

Upon written notification by either party hereto that such facility should be discontinued, each party shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

In the event the terms of this Agreement are in conflict with the provisions of any other existing agreement and/or contracts between the City and the State addressing this parking facility, this Agreement shall take precedence over the other agreements an/or contracts.

12. INDEMNIFICATION

The City acknowledges that it is not an agent, servant, or employee of the State, and that it is responsible for its own acts and deeds and for those of its agents or employees during the performance of contract work.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the City, but the City shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused it to pay or disburse any sum of money hereunder.

13. INSURANCE

The City shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as legally permissible under all applicable federal, state and local law. Prior to beginning work on the State's right-of-way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverages during the construction of the facility. (Note: The City is self-insured)

14. USE OF RIGHT-OF-WAY

It is to be understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for right-of-way purposes when it is required for the construction or reconstruction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City shall be responsible for obtaining such additional consent or agreement as may be necessary due to this agreement. This includes, but is not limited to, public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Federal-Aid Highway Program manual, shall be attached hereto and becomes a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling

condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this agreement.

20. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE	CITY
Texas Department of Transportation P.O. Box 29928 San Antonio, Texas 78284-3601	City of San Antonio P.O. Box 839966 San Antonio, Texas 78283-3966

List of Attached Exhibits:

- Exhibit 1 - Attachment A (FHWA Additional Requirements)
- Exhibit 2 - General Layout
- Exhibit 3 - Metes and Bounds Description
- Exhibit 4 - Approved Construction Plans
- Exhibit 5 - Certificate of Insurance (TxDOT Form 1560)
(Note: The City is self-insured)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City of San Antonio on the 3rd day of August, 1995, and the State on the 2 day of November, 1995.

CITY OF SAN ANTONIO

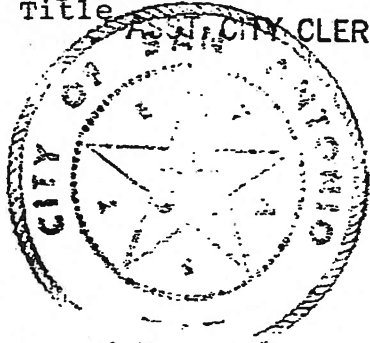
The undersigned for the City of San Antonio hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this agreement and that he/she has full and complete authority to enter into this agreement on behalf of the City of San Antonio.

By: _____

Title Asst. City Mgr.

ATTEST: _____

Title CITY CLERK



STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002.

By: _____

Director, Construction and Maintenance

APPROVAL RECOMMENDED:

John Bohuslav P.E.
for District Engineer /

Robert B. Wilson
Director of Design Division

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, Section 713.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revokable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT 1

GENERAL LAYOUT

TEXAS DEPARTMENT OF TRANSPORTATION

NEGATIVE ENVIRONMENTAL DECLARATION

FOR

MULTIPLE USE AGREEMENT

ON

INTERSTATE HIGHWAY 35

BOUNDED BY CAMDEN STREET,

TEXAS TRANSIT RAILROAD, AND

SAN ANTONIO RIVER

IN SAN ANTONIO

BEXAR COUNTY

EXCLUSIVE PARKING FACILITY

EXHIBIT 2

DESCRIPTION OF EXISTING PARKING FACILITY

The proposed parking facility covered by this agreement lies within the right-of-way of Interstate Highway 35 which connects San Antonio with Austin and Laredo. The mainlanes in this section of IH-35 are elevated thus making available a section under the bridge for parking. This section is generally described as follows:

- 1 - Bounded on the North by San Antonio River; on the South by private property owned by City Public Service Board; on the East by the Texas Transit Railroad; and the West by Camden Street.

DESCRIPTION OF PROPOSED PARKING FACILITY

The Texas Department of Transportation has provided the pavement structure to be used for parking under the bridge structure in sections. Additional items to make the parking facility operational shall be the responsibility of the City of San Antonio (curbs, car stops, fencing, landscaping, signs, pavement markings, toll booths and etc.). Maintenance of the entire facility including asphaltic concrete pavement surface, curbs, barriers, car stops, lighting, landscaping, toll booths, pavement markings, signing and all other related items shall be the responsibility of the City of San Antonio.

PURPOSE OF PROPOSED PARKING FACILITY

The purpose of the proposed facility is to provide an exclusive parking facility under existing policies for multiple use of highway right-of-way as outlined by Texas Highway Commission Minute Order No. 65169, dated August 5, 1971. The facility is for public use to serve the surrounding area. Vehicles greater than 1 1/2 tons, except buses in designated areas, and commercial vehicles will be prohibited from utilizing the parking facilities. Overnight use shall be denied; specifically, recreational vehicles, campers, or similar vehicles being used for the purpose of sleeping or lodging shall not be allowed. However, single unit motor vehicles of size and

capacity no greater than prescribed for 1 1/2 tons may park on the area between the hours from sunset to sunrise if used for parking by employees working night shifts.

DISCUSSION OF ENVIRONMENTAL IMPACT

There are no known controversial issues involved nor will the project have a significant adverse effect upon the quality of the human environment. The project will be constructed within existing right-of-way, with construction limited to that work necessary to complete the parking facility. The surrounding area will be served by this off-street public parking facility with easy ingress and egress.

BASIS OF NEGATIVE DECLARATION

The improvements proposed by this project are not a major action and will not result in a significant adverse effect upon the quality of the human environment.



Texas Transp. & Rel. Road

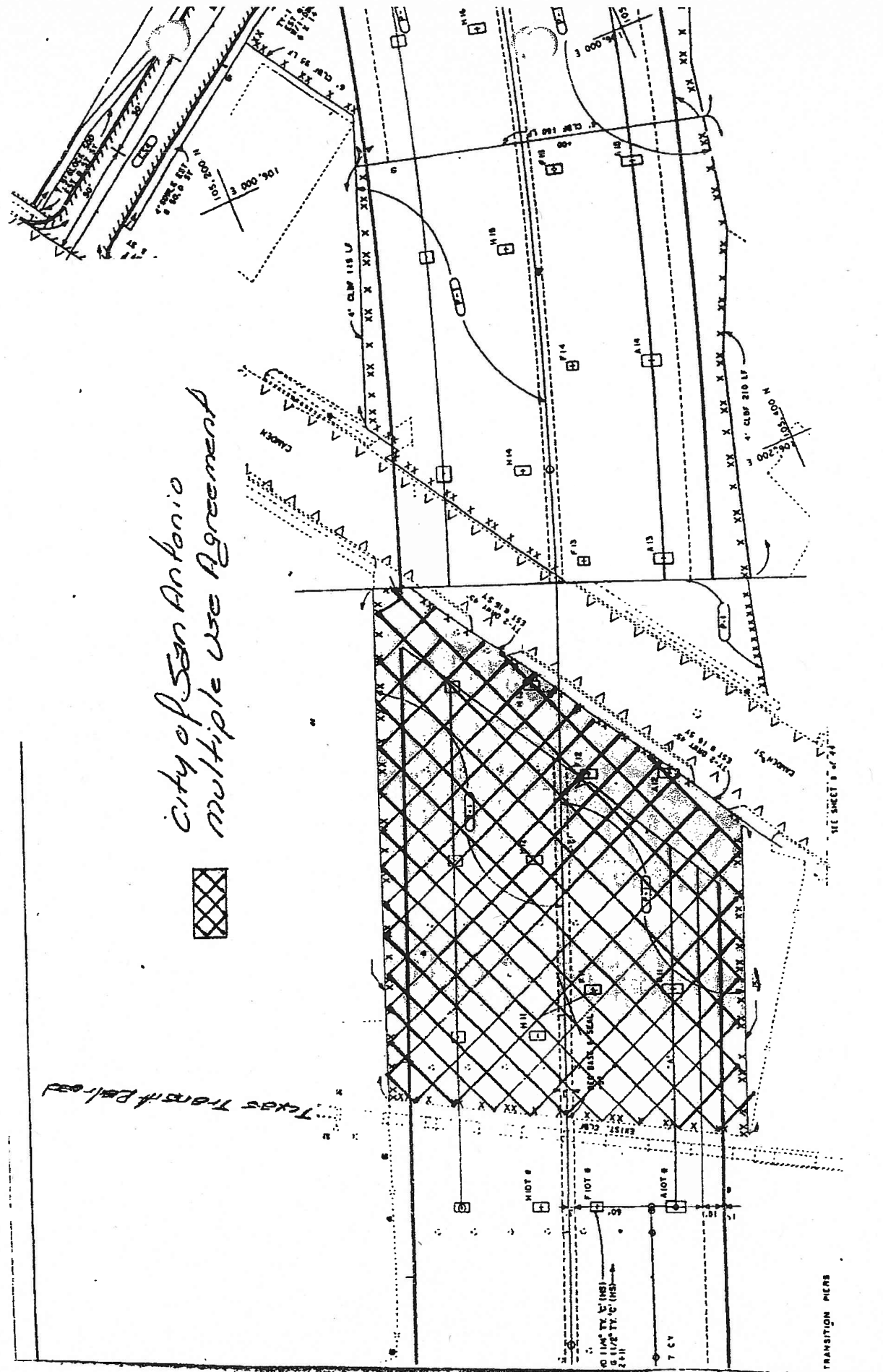


EXHIBIT 3

**Highway: I.H. 35
Section 1 OF 1**

**DESCRIPTION OF LOCATION WITHIN TXDOT ROW TO BE USED FOR
EXCLUSIVE PARKING AND TO BE MAINTAINED BY THE CITY OF SAN
ANTONIO**

SECTION 1 - FROM CAMDEN STREET TO SAN ANTONIO RIVER:

**Beginning at a point on the northeast corner of an existing Bldg.
said point also being the northwest corner of this tract and on the south
right-of-way line of Camden Street.**

**THENCE: in an easterly direction along an existing chain link fence and
the south right-of-way of Camden Street a distance of 241.80
feet to a fence corner being the northeast corner of this tract.**

**THENCE: in a southeasterly direction and with an existing chain link
fence, said fence being the easternmost boundary of this tract
a distance of 128.18 feet to a fence corner for the southeast
corner of this tract.**

**THENCE: in a southwesterly direction and with an existing chain link
fence and the southernmost boundary of this tract a distance
of 169.45 feet to a fence corner for the southwest corner of
this tract.**

**THENCE: in a northwesterly direction with an existing chain link fence
and building line and the westernmost boundary of this tract a
distance of 242.68 feet to the point of beginning.**

GENERAL LAYOUT

TEXAS DEPARTMENT OF TRANSPORTATION

NEGATIVE ENVIRONMENTAL DECLARATION

FOR

MULTIPLE USE AGREEMENT

ON

INTERSTATE HIGHWAY 35

AREA OFF OF N. FLORES

AND BELVIN STREETS, AND

AREA OFF OF CAMDEN

AND E. QUINCY STREETS

IN SAN ANTONIO

BEXAR COUNTY

PUBLIC PARKING FACILITY

EXHIBIT 2

DESCRIPTION OF EXISTING PARKING FACILITY

The proposed parking facility covered by this agreement lies within the right-of-way of Interstate Highway 35 which connects San Antonio with Austin and Laredo. The mainlanes in this section of IH-35 are elevated thus making available two (2) sections under the bridges for parking. These two sections are generally described as follows:

- 1 - Bounded on the north by Samuel's Glass; on the south by McLane Street; and on the west by E. Quincy Street.
- 2 - Bounded on the north by Belvin Street; on the east by N. Flores Street; on the south by W. Quincy Street; and on the west by Camaron Street.

DESCRIPTION OF PROPOSED PARKING FACILITY

The Texas Department of Transportation has provided the pavement structure to be used for parking under the bridge structure in sections. Additional items to make the parking facility operational shall be the responsibility of the City of San Antonio (curbs, car stops, fencing, landscaping, signs, pavement markings, toll booths and etc.). Maintenance of the entire facility including asphaltic concrete pavement surface, curbs, barriers, car stops, lighting, landscaping, toll booths, pavement markings, signing and all other related items shall be the responsibility of the City of San Antonio.

PURPOSE OF PROPOSED PARKING FACILITY

The purpose of the proposed facility is to provide a public parking facility under existing policies for multiple use of highway right-of-way as outlined by Texas Highway Commission Minute Order No. 65169, dated August 5, 1971. The facility is for public use to serve the surrounding area. Vehicles greater than 1 1/2 tons, except buses in designated areas, and commercial vehicles will be prohibited from utilizing the parking facilities. Overnight use shall be denied; specifically, recreational vehicles, campers, or similar vehicles being used for the purpose of sleeping or lodging shall not be allowed. However, single unit motor vehicles of size and

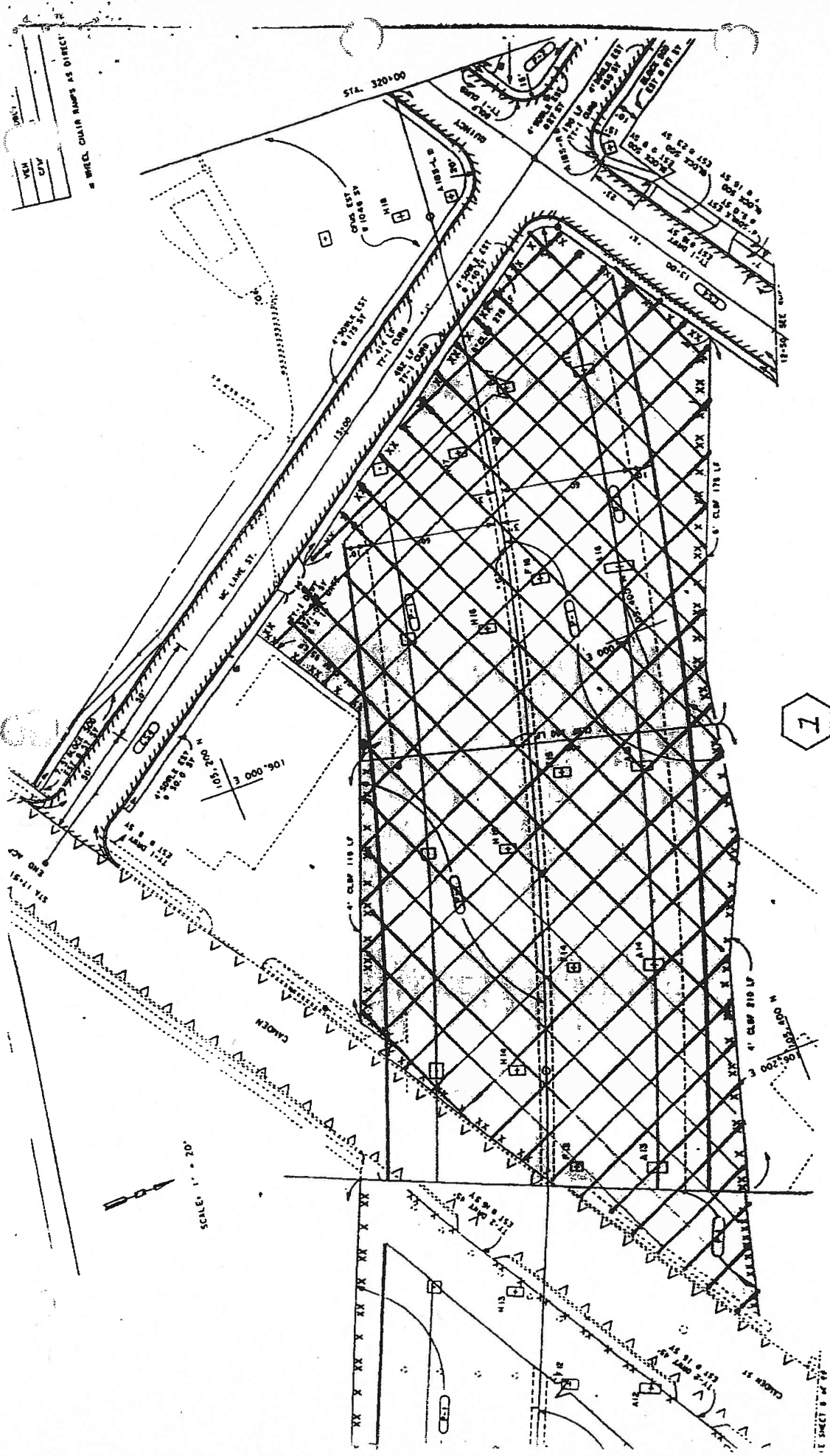
capacity no greater than prescribed for 1 1/2 tons may park on the area between the hours from sunset to sunrise if used for parking by employees working night shifts.

DISCUSSION OF ENVIRONMENTAL IMPACT

There are no known controversial issues involved nor will the project have a significant adverse effect upon the quality of the human environment. The project will be constructed within existing right-of-way, with construction limited to that work necessary to complete the parking facility. The surrounding area will be served by this off-street public parking facility with easy ingress and egress.

BASIS OF NEGATIVE DECLARATION

The improvements proposed by this project are not a major action and will not result in a significant adverse effect upon the quality of the human environment.



Limits of Multiple Use Agreement
City of San Antonio



Limits of Multiple Use Agreement
City of San Antonio



2

CAMERON

SANTA ROSA

FLORES ST.

1435

GROUND LEVEL
SURF.

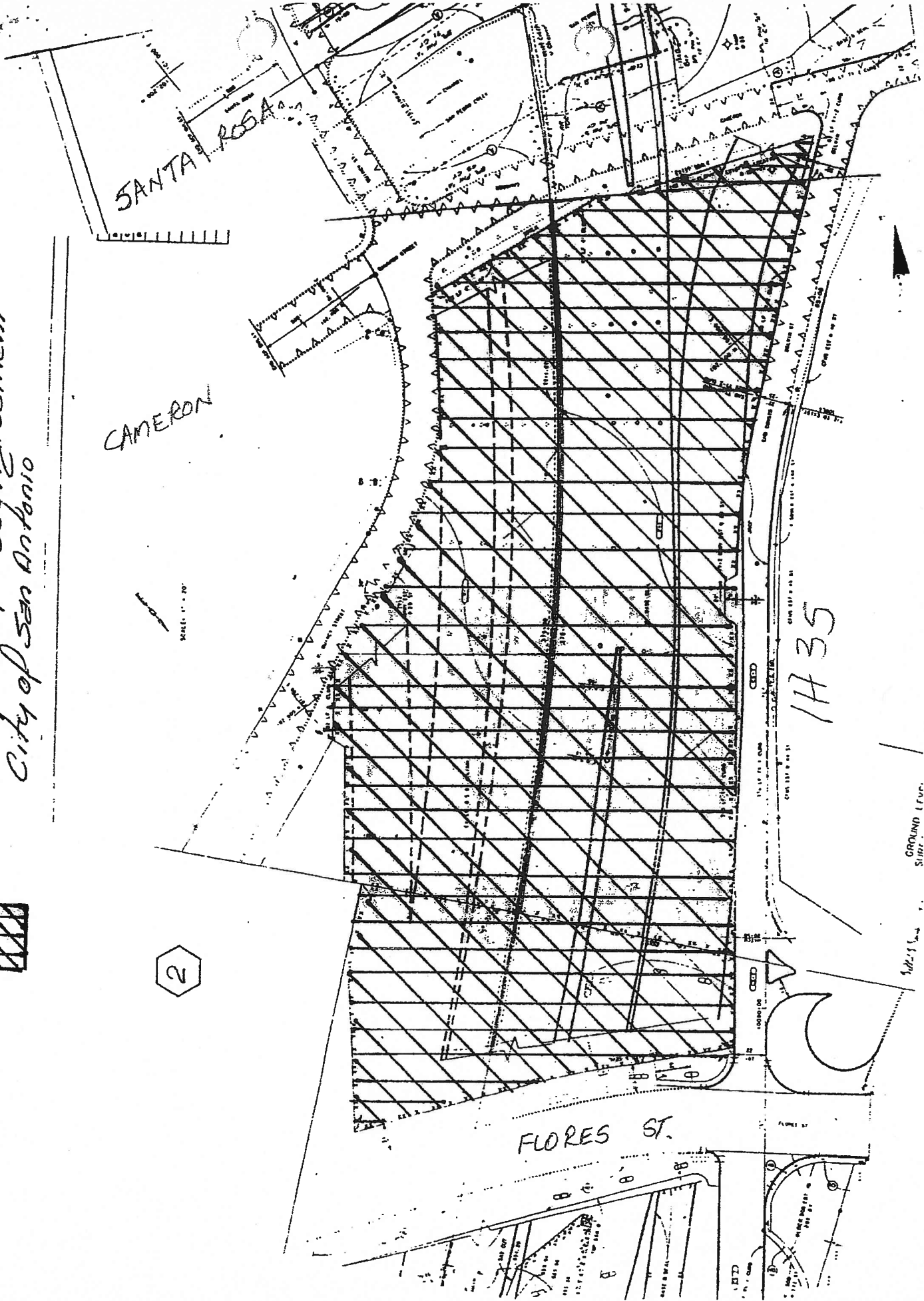


EXHIBIT 3

Highway: I.H. 35
Section 1

DESCRIPTION OF LOCATIONS WITHIN TXDOT ROW TO BE USED FOR PARKING
AND TO BE MAINTAINED BY THE CITY OF SAN ANTONIO.

SECTION 1 - FROM E. QUINCY STREET TO CAMDEN STREET:

Beginning at a point of intersection with a line perpendicular to the back of curb of the southeast curb line of Quincy Street to the beginning of an existing chain link fence, said point being the northwest corner of this location .

THENCE: In a easterly direction along the line perpendicular to the southeast curb line of Quincy Street a distance of 4.50 feet to the beginning of a chain link fence.

THENCE: In a easterly direction along the existing chain link fence, also being the north boundary line for this location a distance of 423.52 feet to a fence corner being the northeast corner for this location.

THENCE: In a southeasterly direction with a line extended perpendicular to the back of curb of the northwest curb line of Camden Street a distance of 7.67 feet.

THENCE: In a southwesterly direction along the back of curb of the northwest curb line of Camden Street a distance of 202.92 feet to a point of intersection with a line perpendicular to the northwest curb line of Camden Street to an existing chain link fence corner.

THENCE: In a northwesterly direction along the line perpendicular to the northwest curb line of Camden Street a distance of 6.95 feet to the beginning of a chain link fence corner, said point being the southeast corner for this location.

THENCE: In a westerly direction along the existing chain link fence, also being the southernmost boundary line for this location a distance of 135.45 feet to an angle point.

THENCE: In a southwesterly direction along the existing chain link fence a distance of 65.96 feet to a fence corner.

THENCE: Continuing in a southwesterly direction with the extension of the existing chain link fence a distance of 4.48 feet to a point on the back of curb of the northeast curb line of McLane Street.

THENCE: In a northwesterly direction along the back of curb of the northeast curb line of McLane Street a distance of 212.81 feet to a point of curvature of a curb return to the right.

Highway: I.H. 35
Section 1

THENCE: Along the back of the curb radius to the right a distance of 33.85 feet to a curb return on the southeast side of Quincy Street.

THENCE: In a northeasterly direction along the back of the southeast curb line of Quincy Street a distance of 76.34 feet to the point of beginning.

DESCRIPTION OF LOCATIONS WITHIN TXDOT ROW TO BE USED FOR PARKING
AND TO BE MAINTAINED BY THE CITY OF SAN ANTONIO.

SECTION 2 - FROM CAMARON STREET TO N. FLORES STREET

Beginning at a point of intersection with the extension of a line perpendicular to the back of curb of the west curb line of N. Flores and the southernmost property line of this described location.

THENCE: In a westerly direction with the extension of a line perpendicular to the back of curb of the west curb line of N. Flores Street a distance of 9.0 feet to the beginning of an existing chain link fence being on the southernmost boundary line of the described location.

THENCE: In a northwesterly direction along the existing chain link fence. Also being the southernmost boundary line of this described location a distance of 293.27 feet to an angle point.

THENCE: In a southwesterly direction along the existing chain link fence a distance of 11.0 feet to an angle point.

THENCE: In a northwesterly direction and with the extension of the existing chain link fence a distance of 56.0 feet to a point of intersection with the back of curb of the north curb line of Quincy Street.

THENCE: In a northwesterly direction along the back of curb of the north curb line of Quincy Street a distance of 280.27 feet to the point of curvature of a curb return to the right, said curb return being the northeast intersection of Quincy and Camaron Street.

THENCE: Along the back of curb of a curb radius to the right a distance of 17.50 feet to a curb return on the eastside of Camaron Street.

THENCE: In a northerly direction along the back of curb of the east curb line of Camaron Street a distance of 301.16 feet to a point of curvature of a curb return to the right, said curb return being the southeast intersection of Camaron and Belvin Street.

THENCE: Along the back of curb of a curb radius to the right a distance of 16.5 feet to a curb return on the southside of Belvin Street.

Highway: I.H. 35
Section 2

THENCE: In a easterly direction along the back of curb of the south curb line of Belvin Street a distance of 656.07 feet to a point of curvature of a curb return to the right, said curb return being the southwest intersection of Belvin and N. Flores Street.

THENCE: Along the back of curb of a radius to the right a distance of 45.49 feet to a curb return on the westside of N. Flores.

THENCE: In a southerly direction along the back of curb of the west curb line of N. Flores a distance of 276.75 feet to the point of beginning.