

AN ORDINANCE

2009-10-29-0857

**AUTHORIZING THE SECOND RENEWAL OF THE CITY'S
LEASE OF PARKING SPACES AT 243 N. CENTER STREET TO
EAST COMMERCE REALTY, LLC FOR ONE-YEAR AT AN
ANNUAL RENT OF \$18,192.**

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City an instrument with East Commerce Realty, LLC in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The City Manager and her designee, severally, should take all other actions conducive to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. Funds generated by this Ordinance will be deposited into Fund 53001000, Internal Order 219000000102, General Ledger 4401180.

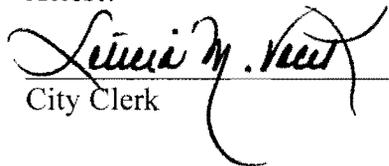
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall be effective immediately upon passage by eight or more affirmative votes, otherwise, it shall be effective on the tenth day after passage.

PASSED AND APPROVED this 29th day of October 2009.

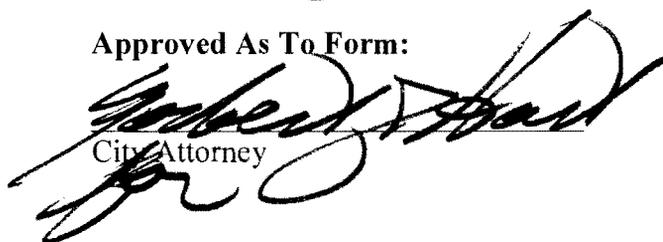

M A Y O R
JULIÁN CASTRO

Attest:



City Clerk

Approved As To Form:



City Attorney

Agenda Item:	15 (in consent vote: 5, 6, 7, 8, 9, 11, 13A, 13B, 15, 16, 19, 22A, 22B, 22C, 22D, 22E, 22F, 22G, 22H, 22I, 22J, 22K, 23, 24, 25)						
Date:	10/29/2009						
Time:	09:38:59 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the second renewal of the City's lease of parking spaces at 243 N. Center Street to East Commerce Realty for one-year at an annual rent of \$18,192.00. [Pat DiGiovanni, Deputy City Manager; Paula X. Stallcup, Director, Downtown Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

Attachment I

2nd Renewal of Lease Agreement

(243 N. Center Street/East Commerce Realty, LLC)

This 2nd Renewal of Lease Agreement is between Tenant and the City of San Antonio ("Landlord"), pursuant to the Ordinance Authorizing 2nd Renewal.

1. Identifying Information.

Ordinance Authorizing 2nd Renewal:

Tenant: East Commerce Realty, LLC

Tenant's Address: 310 S. St. Mary's St., Suite 2100, San Antonio, Texas 78205

Lease: Parking Lease (East Commerce Realty, LLC between Landlord and Tenant, pertaining to a Landlord-owned parking lot on Center Street and authorized by the Ordinance Authorizing Original Lease.

Ordinance Authorizing Original Lease: 2007-11-01-1161

1st Renewal: Renewal of Lease Agreement (243 N. Center Street/East Commerce Realty, LLC between Landlord and Tenant, pertaining to the Lease, and authorized by the Ordinance Authorizing 1st Renewal

Ordinance Authorizing 1st Renewal: 2008-09-04-0755

Beginning of Renewal Term November 1, 2009

Expiration of Renewal Term October 31, 2010

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

3. Renewal.

The term of the lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

4. Rent.

4.01. Rent for the Renewal Term is \$1, 516 monthly.

4.02. From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay to Landlord the Rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

5. No Default.

Neither Landlord nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

6. Same Terms and Conditions.

This renewal instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement.

7. Public Information.

Tenant acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, **the parties have caused their representatives to set their hands.**

Landlord

Tenant

City of San Antonio, a Texas municipal corporation

East Commerce Realty, LLC, a Texas limited liability company

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

City Attorney