

AN ORDINANCE 2008-05-29-0444

AUTHORIZING A 10-YEAR LICENSE TO VALERO SERVICES, INC. FOR A \$7,500 FEE FOR A NEW MONUMENT SIGN AND A GATE CONTROL BOX OVER VALERO WAY BETWEEN 1604 AND UTSA BLVD. DISTRICT 8

* * * * *

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

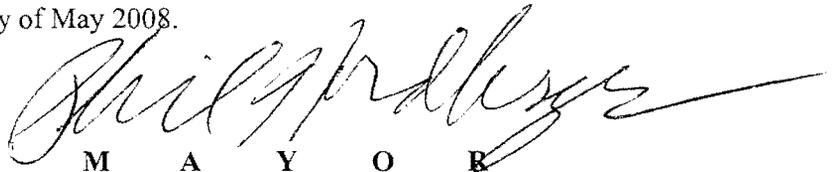
SECTION 1. The City Manager or her designee is authorized and directed to execute and deliver on behalf of the City an instrument in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The City Manager and her designee should take all other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

SECTION 2. Funds generated by this ordinance will be deposited into Fund 76002000, Building Maintenance Internal Order 224000000099, LICENSE AGREEMENTS IN ROW, General Ledger 4202410, LICENSE AGREEMENTS - USE OF ROW when received.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance 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 becomes effective 10 days after passage.

PASSED AND APPROVED this 29th day of May 2008.



M A Y O R

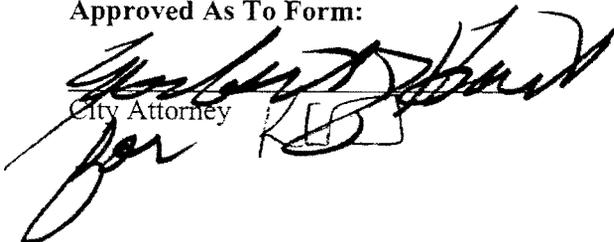
PHIL HARDBERGER

Attest:



City Clerk

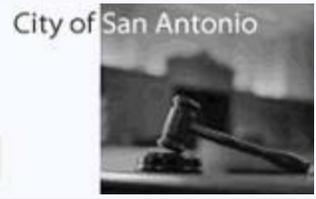
Approved As To Form:



City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 24

Name:	6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 35, 37A, 37B, 38, 40, 41, 42A, 42B, 42C, 42D, 42E, 42F, 42G, 42H
Date:	05/29/2008
Time:	11:07:53 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a 10-year license to Valero Services, Inc. for a \$7,500.00 fee for a new monument sign and a gate control box over Valero Way between Loop 1604 and UTSA Blvd., located in Council District 8. [Penny Postoak Ferguson, Assistant City Manager; Mike Frisbie, Director, Capital Improvements Management Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				



CMS or Ordinance Number: CN0040002642

TSLGRS File Code:1000-25

Document Title:

CONT - Petitioner is requesting a license to use Public Right of Way over Valero Way for a new monument sign and placement of a new gate control

Commencement Date:

5/29/2008

Expiration Date:

5/29/2019

License Agreement

(Valero)

This License Agreement (License) is entered into between Licensee and the City of San Antonio (Licensor) under the authority of the Authorizing Ordinance.

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1. Pertinent Information.

Authorizing Ordinance:

Project No. 1279

Licensee: Valero Services, Inc.

Licensee's Address: One Valero Way, San Antonio, Texas 78249

Term: 10 years

Renewals: This agreement may be renewed for two additional 10-year terms. Fees for the renewal terms will be

calculated according to the then effective City ordinance.

Fee: \$7,500

Premises: A portion of the public right of way of Valero Way encroached upon by Licensee within the Scope of the License. The encroachment is near NCB 14746, as graphically depicted on **Exhibit A**.

Scope of License: The Scope is twofold: (A) build, repair, and maintain a new monument sign, 6-feet high, more or less, on an approximately 14.2 feet times 3.9 feet base conforming to **Exhibit B** and (B) build, repair, and maintain a gate control box conforming to **Exhibit C**.

Effective Date: The effective date of the Authorizing Ordinance.

Licensor's Address: City Clerk, City of San Antonio, P.O. Box 839966/2nd Floor, City Hall, San Antonio, Texas 78283-3966

2. Grant of License.

Licensor grants Licensee a license (License) to use, maintain, and operate the Premises within the Scope of the License. This License is limited to the stated Term and is conditioned on Licensee's payment of the Fee. This license does not relieve Licensee of any other approvals, permits, or licenses that may otherwise be required including but not limited to right-of-way management permits.

3. Restrictions on Use/Recording.

3.01. This License does not grant Licensee authority to use any public rights-of-way beyond the Premises.

3.02. This License grants only a privilege, not a real property interest. Licensor may enter the Premises at any time to assert its real property interest or for other purposes not interfering unreasonably with the Scope of License.

3.03. A Memorandum of License Agreement in form satisfactory to Licensor will be recorded by Licensor in the Official Public Records of Real Property of Bexar County, Texas. Licensee must pay the recording fees.

4. License Fee.

Licensee must pay the Fee in a one-time lump sum, on or before the Effective Date. The Fee must be paid at the Department of Asset Management, 114 W. Commerce St., 2nd Floor (c/o Property Disposition Manager), San Antonio, Texas 78205.

5. Construction, Maintenance, and Operations.

5.01. Costs. Licensee is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed on the Premises.

5.02. No Liability. Licensor assumes neither liability nor expense under this License. Licensor is not liable to Licensee or otherwise for damage to the Premises arising from or related to activities of Licensor in the vicinity.

5.03. Relocation. If Licensor's needs require relocation, maintenance, or adjustment in the Premises or improvements by Licensee thereto, the relocation, maintenance, or adjustments will be at Licensee's sole cost and expense.

5.04. Maintenance. Licensee, at its sole cost and expense, must maintain all improvements it constructs or installs on the Premises. In so doing, Licensee must adhere to all applicable safety standards and must adhere to all applicable federal, state, or local laws, rules, or regulations.

5.05. No Power to Bind. Licensee cannot bind or permit another to bind Licensor for payment of money or for any other obligation.

5.06. Contractors and Subcontractors. Licensee must promptly pay anyone performing work on behalf of Licensee who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, Licensor may treat it as an event of default and terminate this License by delivering 45 days prior written notice to Licensee. But if the lien is removed or released of record within the notice period, this License remains in effect. Licensee remains obligated to clear the lien without cost to Licensor even after termination.

6. Indemnity.

6.01. Licensee must indemnify Licensor and its elected officials, employees, agents, and representatives of and from any all loss, cost, liability, or expense, including court costs and attorneys fees, arising from or relating to (a) the grant of this License, (b) Licensee's activities under this License, (c) or Licensee's activities or presence on or about the Premises, whether or not authorized by this License.

6.02. Nothing in this License waives governmental immunity or other defenses of Licensor under Texas law.

6.03. This indemnity expressly covers the consequences of indemnitees' own negligence.

6.04. Licensee must promptly advise Licensor in writing of any claim subject to this indemnity and must, at its own cost, investigate and defend such claim. Despite any insurance policy, Licensor may, at its own expense, participate in the defense without relieving Licensee of this indemnity.

7. Insurance.

7.01. Without limiting Licensor's rights to indemnity, Licensee must provide and maintain insurance, at its own expense, with companies admitted to do business in the State of Texas and with a rating of A- or better by A. M. Best and Company or provide evidence of self-insurance, in the following types and amounts:

Type	Amount
1. Worker's Compensation during the performance of improvements to the Premises or an approved alternate plan at other periods during the Term.	Statutory, with a waiver of subrogation in favor of Licensor
2. Employers' Liability during improvements to the Premises or an approved alternate plan at other periods during the Term.	\$500,000 per category, with a waiver of subrogation in favor of Licensor
3. Commercial General (Public) Liability - to include coverage for the following where the exposure exists: (a) Premises/Operations (b) Independent Contractors (c) Products/Completed (d) Personal Injury Liability (e) Contractual Liability (f) Explosion, Collapse and Underground Property (g) Broad Form Property Damage	For Bodily Injury and Property Damage: \$1,000,000 per Occurrence. \$2,000,000 general aggregate or its equivalent in Umbrella or Excess Liability coverage.
4. Property Insurance -- for physical damage to the property of Licensee including improvements and betterments to the Premises.	Coverage for a minimum of 80% of the actual cash value of the improvements.

Any substitute for Workers' Compensation and Employer's Liability must be approved in advance by Licensor's Risk Manager.

7.02. Licensor's Risk Manager may reasonably modify the above requirements if he determines the modification is in the Licensor's best interest. If Licensee believes the requested change is unreasonable, Licensee has 60 days to give notice of termination. The termination provisions then apply.

7.03. With respect to the above required insurance, each insurance policy required by this License must contain the following clauses:

“No insurance or self-insurance provided by Licensee can be canceled, limited in scope or coverage, or non-renewed until after 30 days' prior written notice has been given to:

Department of Asset Management
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
Attention: Property Disposition Manager”

“Any insurance or self-insurance provided by Licensee is primary to any insurance or self-insurance maintained by the City of San Antonio.”

“Any insurance or self-insurance maintained by the City of San Antonio applies in excess of, not in contribution with, insurance provided by this policy.”

7.04. Each insurance policy or certificate of insurance required by this License, excepting policies for Workers' Compensation, Employer's Liability and Professional Liability, must contain the following clause:

“The City of San Antonio, its elected officials, employees, agents, and representatives are added as additional insureds.”

7.05. Licensee must deliver to Licensor, within 30 days after the Effective Date, endorsements to the above-required policies adding the applicable clauses referenced above or certificates of insurance reflecting such additions. Endorsements and certificates must be signed by an authorized representative of the insurance company and show the signatory's company affiliation and title. Licensee must deliver to Licensor documentation acceptable to Licensor confirming the authority of those signing the endorsements.

7.06. The Notices and Certificates of Insurance must be provided to the same address as for notices of cancellation.

7.07. This License does not limit Licensee's liability arising out of or related to the Premises or Licensee's activities thereon.

7.08. Licensee waives all claims against Licensor for injury to persons or property on or about the Premises, whether or not caused by Licensor's negligence.

8. Termination.

8.01. Licensor may terminate this License at any time before expiration by passage of a City Council ordinance terminating the License.

8.02. Upon expiration or termination, all rights and privileges immediately cease, and Licensee must immediately cease use of the Premises. Licensor may direct Licensee to either (a) abandon the encroaching improvements and appurtenances, including lines and equipment; or (b) remove all or any part of them and restore the Premises, at Licensee's sole cost, to original condition. Improvements or appurtenances not removed within 90 days after termination, whether by expiration or otherwise, become the property of Licensor. Licensor may, without liability to Licensee, dispose of such property at a public or private sale, without notice to Licensee. Licensee is liable for Licensor's costs incurred in connection with Licensee's property.

9. Assignment/Sublicensing.

This License cannot be assigned or sublicensed, other than to Licensee's parent or subsidiaries. Licensee must give Licensor 30 days' written notice before such an assignment or sublicense. Licensee cannot lease or sublease the Premises.

10. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, Licensor may terminate this License as of the date title to the taken land vests in the condemning authority. Licensee waives any claim to condemnation proceeds paid to Licensor. Licensee may seek a separate condemnation award.

11. Attorney's Fees and Court Costs.

In any action in which Licensee is found to have materially defaulted hereunder, Licensor can recover from Licensee its reasonable attorney's fees.

12. Taxes and Licenses.

Licensee must pay, on or before the due date all federal, state, and local taxes, license fees, permit fees, and similar charges now or hereafter levied on Licensee or its property or on the Premises and arising from Licensee's use thereof.

13. Prohibited Interests in Contracts.

13.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a

contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (a) a City officer or employee;
- (b) his parent, child or spouse;
- (c) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (d) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

13.02. Licensee warrants and certifies as follows:

- (a) Licensee and its officers, employees and agents are neither officers nor employees of the City.
- (b) Licensee has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

13.03. Licensee acknowledges that City's reliance on the above warranties and certifications is reasonable.

14. Licensee Financing.

Licensee may encumber Licensee's personal property on the Premises, and any lien of Licensor (whether by statute or under this License) is subordinate to the financing lien. Licensor will acknowledge this subordination in writing, if the proffered documents do not modify the rights and obligations of this License. The City Manager or a designee may execute such documents, without a further ordinance. But if the documents modify the License, then a specific ordinance is required.

15. Lien for License Fee, Taxes, Fees and Other Charges.

Licensee grants Licensor a security interest in Licensee's property on the Premises. The security interest secures payment of the Fee and all taxes, fees, and other charges owing because of Licensee's use under this License. Licensee may dispose of the property free of the security interest in the ordinary course of business. At Licensor's request, Licensee must execute a financing statement.

16. Consent/Approval of Licensor.

Licensor's consent and approval may be granted by the Director of Asset Management, unless the City Charter requires Council action.

17. Miscellaneous Provisions

17.01. Relationship Limited. This instrument creates only the relationship of Licensor and Licensee. The parties are not principal and agent, partners, joint venturers, or participants in any other enterprise between them.

17.02. Nondiscrimination. Licensee must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

17.03. Release From Liability. If Licensor transfers the Premises, Licensor will have no liability relating to the period after transfer. Licensor's transferee will succeed to all Licensor's rights hereunder.

17.04. Yielding Up. Licensee must, at termination, whether by expiration or otherwise, yield the Premises up peacefully, including any improvements and fixtures (other than trade fixtures).

17.05. Authority to Execute. The party or parties executing this License on behalf of Licensee personally warrant that each of them has full authority to do so.

17.06. Acknowledgment of Reading. The parties acknowledge reading this License, including exhibits or attachments, and have received the advice and counsel necessary to form a complete understanding of their rights and obligations. Having so done, they execute this License freely and voluntarily.

17.07. Applicable Law. The Construction Of This License And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas. But the Texas conflicts of law rules must not cause the application of the laws of a jurisdiction other than Texas. The obligations of both parties are performable in San Antonio, Bexar County, Texas.

17.08. Severability. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

17.09. Successors. This License inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

17.10. Integration. This Written License Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of

Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.

17.11. Modification. This License may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

17.12. Third Party Beneficiaries. This License is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries.

17.13. Notices. Notices must be in writing and by certified mail, return receipt requested. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice. Unless changed, notice to Licensee goes to Licensee's address specified at the beginning, and notice to Licensor goes to:

City Clerk		Director, Asset Management
City of San Antonio		Department
P.O. Box 839966	With a copy	City of San Antonio
San Antonio, Texas 78283-3966	to	P.O. Box 839966
		San Antonio, Texas 78283-3966

17.14. Pronouns. In construing this License, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire License, not to any particular provision of it.

17.15. Captions. Paragraph captions in this License are for ease of reference only and do not affect the interpretation hereof.

17.16. Counterparts. This License may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this License, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

17.17. Further Assurances. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. But no such additional document(s) may alter the rights or obligations of the parties under this License

17.18. Ambiguities Not to Be Construed Against Drafter. Ambiguities in this License must be resolved without constructing against the drafter.

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

Licensor:

City of San Antonio,
a Texas municipal corporation

By: _____

Printed

Name: Mike Frisbie

Title: DIRECTOR

Date: 6-6-08

Licensee:

Valero Services, Inc., a Delaware corporation

By: _____

Printed

Name: AL R. PHILIPUS

Title: VICE PRESIDENT

Date: 4-1-08

Attest:

Leticia M. Reed
City Clerk

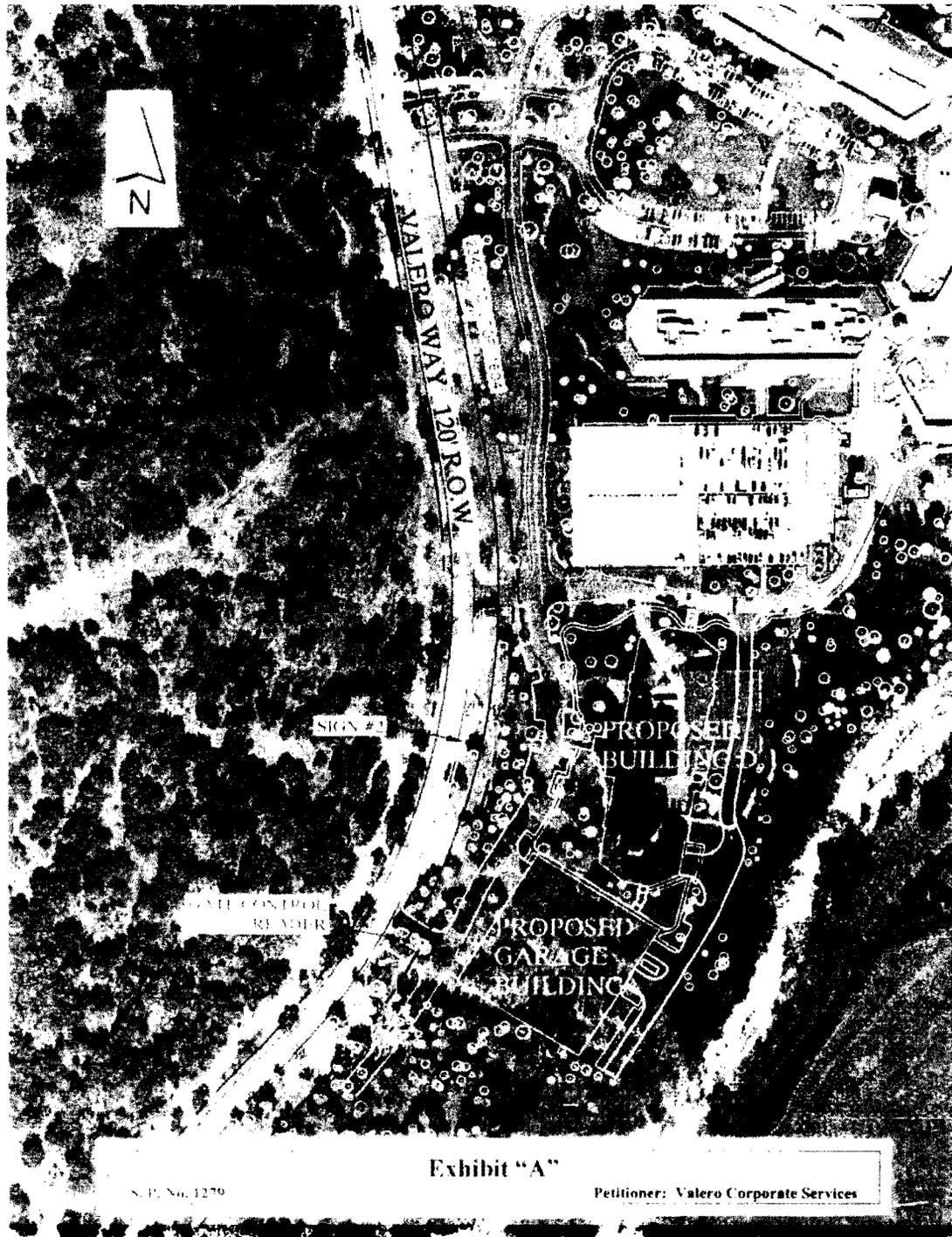


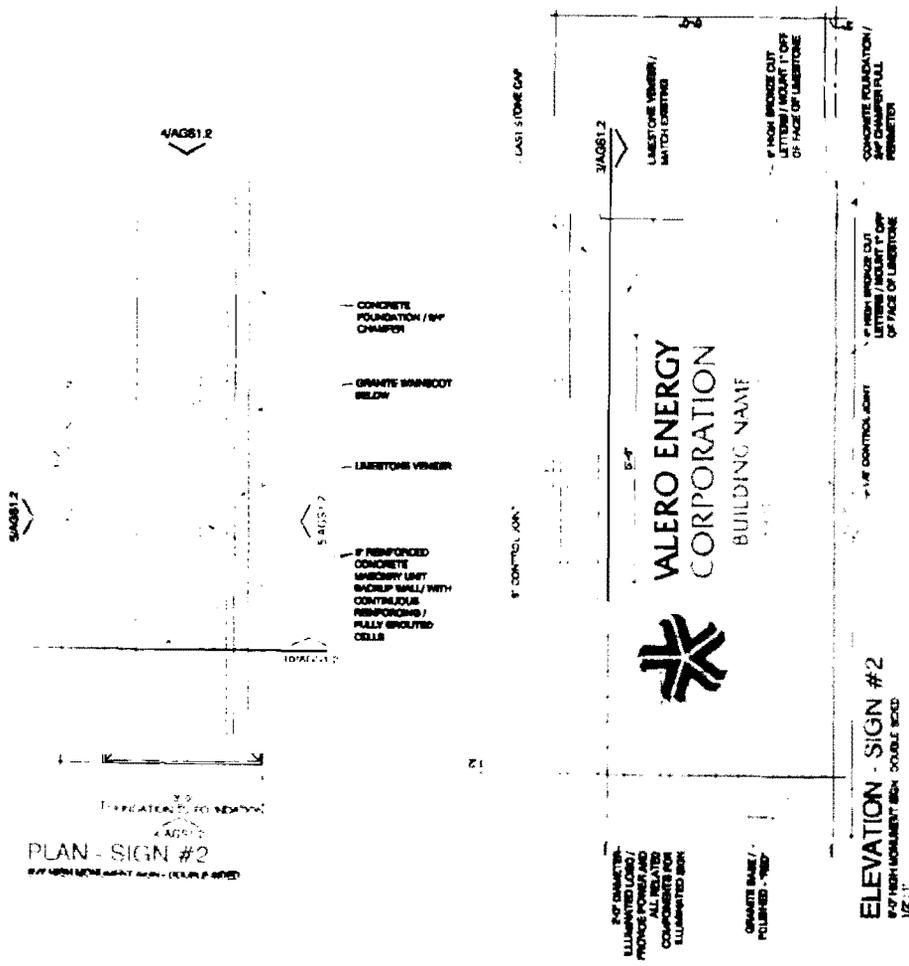
APPROVED
LEGAL
mes

Approved As To Form:

[Signature]
City Attorney

Exhibit A





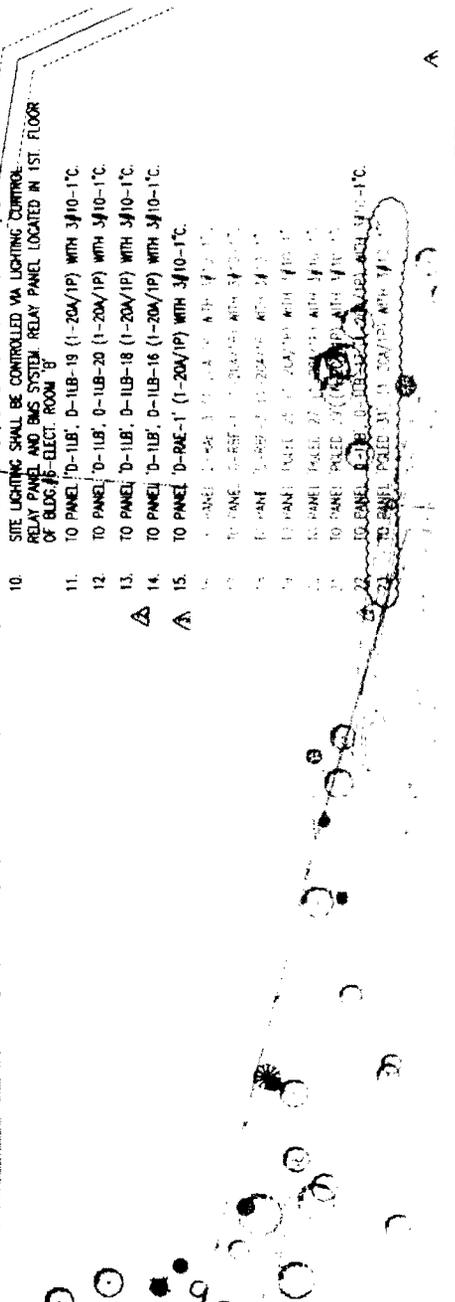
3.0
 FOUNDATION TO FINISH
 4.0
 PLAN - SIGN #2
 8.0000 MONUMENT SIGN - (PLAN & ELEV)

Exhibit "B"
 Page 2 of 3

NOTES BY SYMBOL

1. ALL EXISTING SITE LIGHTING TO REMAIN UNLESS NOTED OTHERWISE
2. SITE LIGHT FIXTURES TYPE 'SA' SHALL BE LOCATED 20" AWAY FROM EDGE OF CURB TO CENTER LINE OF BASE UNLESS OTHERWISE NOTED. Δ
3. SITE LIGHTING SHALL BE CONTROLLED VIA LIGHT CONTROL RELAY PANEL AND BUS SYSTEM. RELAY PANEL LOCATED AT MAIN ELECTRICAL ROOM ON 1ST FLOOR.
4. TO PANEL 'D-11A', 'D-11B-18' WITH 3/10-1'C.
5. TO PANEL 'D-11B-19', 'D-11B-20' WITH 3/10-1'C.
6. SITE LIGHTING SHALL BE CONTROLLED VIA LIGHTING CONTROL RELAY PANEL AND BUS SYSTEM. RELAY PANEL LOCATED IN FIRST FLOOR OF BLDG. #6 - ELECT. ROOM 'B'.
7. TO PANEL 'D-11A', 'D-11B-18' WITH 3/10-1'C.
8. TO PANEL 'D-11B-19', 'D-11B-20' WITH 3/10-1'C.
9. TO PANEL 'D-11A', 'D-11B-18' WITH 3/10-1'C.
10. SITE LIGHTING SHALL BE CONTROLLED VIA LIGHTING CONTROL RELAY PANEL AND BUS SYSTEM. RELAY PANEL LOCATED IN 1ST FLOOR OF BLDG. #6 - ELECT. ROOM 'B'.
11. TO PANEL 'D-11B', 'D-11B-19' (1-20A/1P) WITH 3/10-1'C.
12. TO PANEL 'D-11B', 'D-11B-20' (1-20A/1P) WITH 3/10-1'C.
13. TO PANEL 'D-11B', 'D-11B-18' (1-20A/1P) WITH 3/10-1'C.
14. TO PANEL 'D-11B', 'D-11B-16' (1-20A/1P) WITH 3/10-1'C.
15. TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
16. TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
17. TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
18. TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
19. TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
20. TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
21. TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
22. TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
23. TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
24. TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.

SYMBOL	DESCRIPTION
Δ <td>TYPE 'SA' LIGHT FIXTURES</td>	TYPE 'SA' LIGHT FIXTURES
1	TO PANEL 'D-11A', 'D-11B-18' WITH 3/10-1'C.
2	TO PANEL 'D-11B-19', 'D-11B-20' WITH 3/10-1'C.
3	TO PANEL 'D-11A', 'D-11B-18' WITH 3/10-1'C.
4	TO PANEL 'D-11B-19', 'D-11B-20' WITH 3/10-1'C.
5	TO PANEL 'D-11A', 'D-11B-18' WITH 3/10-1'C.
6	TO PANEL 'D-11B-19', 'D-11B-20' WITH 3/10-1'C.
7	TO PANEL 'D-11A', 'D-11B-18' WITH 3/10-1'C.
8	TO PANEL 'D-11B-19', 'D-11B-20' WITH 3/10-1'C.
9	TO PANEL 'D-11A', 'D-11B-18' WITH 3/10-1'C.
10	TO PANEL 'D-11B-19', 'D-11B-20' WITH 3/10-1'C.
11	TO PANEL 'D-11B', 'D-11B-19' (1-20A/1P) WITH 3/10-1'C.
12	TO PANEL 'D-11B', 'D-11B-20' (1-20A/1P) WITH 3/10-1'C.
13	TO PANEL 'D-11B', 'D-11B-18' (1-20A/1P) WITH 3/10-1'C.
14	TO PANEL 'D-11B', 'D-11B-16' (1-20A/1P) WITH 3/10-1'C.
15	TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
16	TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
17	TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
18	TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
19	TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
20	TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
21	TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
22	TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
23	TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.
24	TO PANEL 'D-RAE-1' (1-20A/1P) WITH 3/10-1'C.





CMS or Ordinance Number: CN0040000044

TSLGRS File Code:1000-25

Document Title:

CONT - Rental of office space for 178 square feet at City Hall. Lease is for 5 years with annual rent of \$2776.80 for each year.

Commencement Date:

12/1/2006

Expiration Date:

12/31/2010

Renewal of Lease Agreement

(Express News)

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

1. Identifying Information.

Ordinance Authorizing Renewal: 101878, December 15, 2005 (see paragraph 3.04 of the Lease)

Tenant: Hearst Newspapers, LLC, successor by merger to Hearst Newspapers Partnership, L.P

Tenant's Address: Avenue E & Third Street, San Antonio, Texas 78205

Lease: Lease Agreement (Express News) between Landlord and Tenant pertaining to 178 square feet of space in the mezzanine of the City Hall and authorized by the Ordinance Authorizing Original Lease

Ordinance Authorizing Original Lease: 101878, December 15, 2005

Beginning of Renewal Term January 1, 2008

Expiration of Renewal Term December 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. If Tenant wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further renewal. If, for whatever reason, the parties do not reach an agreement on a further renewal by the Expiration of Renewal Term, then the Lease, as renewed hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of Renewal Term.

4. Rent.

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

4.02. Rent is \$288.36 monthly from January 1, 2008 through December 31, 2009. From January 1, 2010 through December 31, 2010, Rent is 317.20 monthly.

4.03. Because this renewal is entered into after January 1, 2008, Tenant has been paying rent at a lower rate than that provided in this renewal for calendar year 2008. After this renewal is signed by both parties, Landlord will send Tenant an invoice for the difference between the rent called for in this renewal and the rent actually paid by Tenant up to the date of the invoice. Tenant must pay Landlord that difference within 30 days of the date of the invoice and must, on all rent due-dates after the date of the invoice, pay Rent at the rate called for in this renewal.

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

Hearst Newspapers, LLC, a Delaware limited liability company

By: [Signature]

Signature: [Signature]

Printed Name: Mike Frisbie

Printed Name: Barry N. Robinson

Title: City Engineer

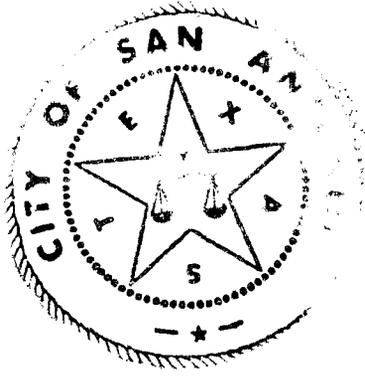
Title: Administrative Editor

Date: 6-4-08

Date: 4/14/08

Attest:

[Signature]
City Clerk



Approved as to Form:

[Signature]
City Attorney



CMS or Ordinance Number: CN0040000024

TSLGRS File Code:1000-25

Document Title:
CONT - Media lease

Commencement Date:
12/1/2006

Expiration Date:
1/31/2011

Renewal of Lease Agreement (KTSA)

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

1. Identifying Information.

Ordinance Authorizing Renewal: 101878, December 15, 2005 (see paragraph 3.04 of the Lease)

Tenant: Border Media Partners, LLC, successor-in-interest to Texas Infinity Broadcasting, L.P. by assignment

Tenant's Address: 4050 Eisenhower Road, San Antonio, Texas 78218-3409

Lease: Lease Agreement (KTSA) between Landlord and Tenant pertaining to 110 square feet of space in the mezzanine of the City Hall and authorized by the Ordinance Authorizing Original Lease

Ordinance Authorizing Original Lease: 101878, December 15, 2005

Beginning of Renewal Term: January 1, 2008

Expiration of Renewal Term: December 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. If Tenant wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further renewal. If, for whatever reason, the parties do not reach an agreement on a further renewal by the Expiration of Renewal Term, then the Lease, as renewed hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of Renewal Term.

4. Rent.

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

4.02. Rent is \$178.20 monthly from January 1, 2008 through December 31, 2009. From January 1, 2010 through December 31, 2010, Rent is \$196.02 monthly.

4.03. Because this renewal is entered into after January 1, 2008. Tenant has been paying rent at a lower rate than that provided in this renewal for calendar year 2008. After this renewal is signed by both parties, Landlord will send Tenant an invoice for the difference between the rent called for in this renewal and the rent actually paid by Tenant up to the date of the invoice. Tenant must pay Landlord that difference within 30 days of the date of the invoice and must, on all rent due-dates after the date of the invoice, pay Rent at the rate called for in this renewal.

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

Border Media Partners, LLC, a Delaware limited liability company

By: *[Signature]*

By: *Lance Hawkins*

Printed Name: *Mike Frisbie*

Printed Name: *Lance Hawkins*

Title: *City Engineer*

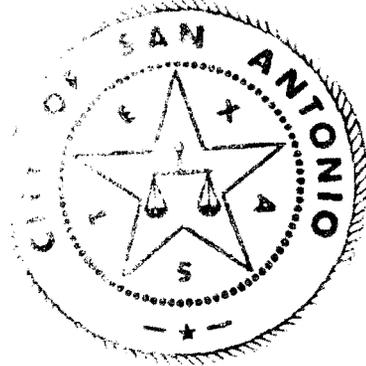
Title: *V.P. / General Manager*

Date: *6-4-08*

Date: *4/24/08*

Attest:

[Signature]
City Clerk



Approved as to Form:
[Signature]
City Attorney

[Handwritten mark]



CMS or Ordinance Number: CN0040000012

TSLGRS File Code:1000-25

Document Title:

CONT - Lease contract for 71.17 square feet of office space at City Hall
years with annual rent of \$2776.80 for each year.

Commencement Date:

12/1/2006

Expiration Date:

12/31/2010

Renewal of Lease Agreement

(WOAI)

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

1. Identifying Information.

Ordinance Authorizing Renewal: 101878, December 15, 2005 (see paragraph 3.04 of the Lease)

Tenant: Clear Channel Broadcasting, Inc.

Tenant's Address: 6222 N.W. Interstate 10, San Antonio, Texas 78201

Lease: Lease Agreement (Express News) between Landlord and Tenant pertaining to 71.17 square feet of space in the mezzanine of the City Hall and authorized by the Ordinance Authorizing Original Lease

Ordinance Authorizing Original Lease: 101878, December 15, 2005

Beginning of Renewal Term: January 1, 2008

Expiration of Renewal Term: December 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. If Tenant wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further renewal. If, for whatever reason, the parties do not reach an agreement on a further renewal by the Expiration of Renewal Term, then the Lease, as renewed hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of Renewal Term.

4. Rent.

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

4.02. Rent is \$115.02 monthly from January 1, 2008 through December 31, 2009. From January 1, 2010 through December 31, 2010, Rent is \$126.52 monthly.

4.03. Because this renewal is entered into after January 1, 2008, Tenant has been paying rent at a lower rate than that provided in this renewal for calendar year 2008. After this renewal is signed by both parties, Landlord will send Tenant an invoice for the difference between the rent called for in this renewal and the rent actually paid by Tenant up to the date of the invoice. Tenant must pay Landlord that difference within 30 days of the date of the invoice and must, on all rent due-dates after the date of the invoice, pay Rent at the rate called for in this renewal.

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.

CLD

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

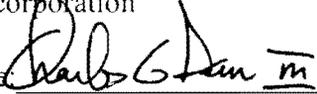
Landlord

Tenant

City of San Antonio, a Texas municipal corporation

Clear Channel Broadcasting, Inc., a Nevada corporation

By: 

Signature: 

Printed Name: Mike Fusbie

Printed Name: Charles G. Dan III

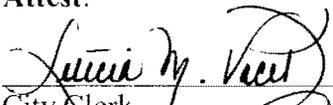
Title: City Engineer

Title: SVP

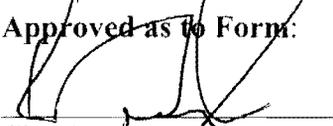
Date: 6-4-08

Date: 4/15/08

Attest:


City Clerk



Approved as to Form:

City Attorney





LT1-81-20080151561-1

SCANNED

AN ORDINANCE 2008-05-29-0444

AUTHORIZING A 10-YEAR LICENSE TO VALERO SERVICES, INC. FOR A \$7,500 FEE FOR A NEW MONUMENT SIGN AND A GATE CONTROL BOX OVER VALERO WAY BETWEEN 1604 AND UTSA BLVD. DISTRICT 8

* * * * *

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

SECTION 1. The City Manager or her designee is authorized and directed to execute and deliver on behalf of the City an instrument 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 should take all other actions necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing all necessary or convenient ancillary instruments and agreements.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 76002000, Building Maintenance Internal Order 224000000099, LICENSE AGREEMENTS IN ROW, General Ledger 4202410, LICENSE AGREEMENTS - USE OF ROW when received.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance 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 becomes effective 10 days after passage.

PASSED AND APPROVED this 29th day of May, 2008.

MAY 29 2008

PHIL HARDBERGER

Attest:

City Clerk

Approved As To Form:

City Attorney



LT2-13591-588-12

Memorandum of License Agreement
(for recording purposes)

This Memorandum of License Agreement is entered into between Licensee and the City of San Antonio (Licensor), under the authority of the Authorizing Ordinance.

Authorizing Ordinance: 2008-05-29 - 0444

Project No.: 1279

Licensee: Valero Services, Inc.

Licensee's Address: One Valero Way, San Antonio, Texas 78249

Term: 10 years

Renewals: The license agreement may be renewed for two additional 10-year terms. Fees for the renewal terms will be calculated according to the then effective City ordinance.

Premises: A portion of the public right of way of Valero Way encroached upon by Licensee within the Scope of the License. The encroachment is near NCB 14746, as graphically depicted on **Exhibit A**.

Scope of License: The Scope is twofold: (A) build, repair, and maintain a new monument sign, 6-feet high, more or less, on an approximately 14.2 feet times 3.9 feet base conforming to **Exhibit B** and (B) build, repair, and maintain a gate control box conforming to **Exhibit C**.

Effective Date: The effective date of the Authorizing Ordinance.

Licensor's Address: City Clerk, City of San Antonio, P.O. Box 839966/2nd Floor, City Hall, San Antonio, Texas 78283-3966

Licensor has granted a license to Licensee as described above. For more detailed terms, refer to the License Agreement.

The License is personal to Licensee and cannot be assigned or sublicensed except as provided in the License.

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

Licensor:

City of San Antonio,
a Texas municipal corporation

By: [Signature]

Printed Name: Mike Frisbie

Title: Director

Date: 6-6-08

Licensee:

Valero Services, Inc., a Delaware corporation

By: [Signature]

Printed Name: A. A. Philippus

Title: VICE PRESIDENT

Date: 4-1-08

Attest:

[Signature]
City Clerk



APPROVED
LEGAL
[Signature]

Approved As To Form:

[Signature]
City Attorney

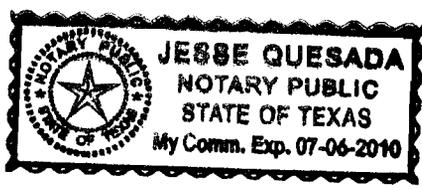
STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me by Mike Frisbie,
Director, City of San Antonio of the City of San Antonio, a Texas municipal corporation, on behalf of that municipal corporation.

Dated: 6-6-08

[Signature]
Notary Public, in and for State of Texas

My Commission Expires: 7-6-2010



STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me by Al Philippos,
Vice President of Valero Services, Inc., a Delaware corporation, on behalf of
that entity in the capacity stated.

Dated: April 1, 2008

Dianne Wiltz
Notary Public, in and for State of Texas

My Commission Expires: 12/12/2011

After Recording Return to:

City of San Antonio
Capital Improvements Management Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966
Attn: Property Disposition Manager

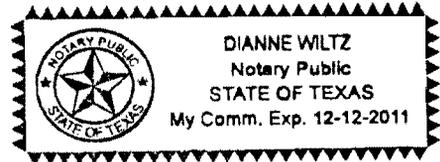


Exhibit A

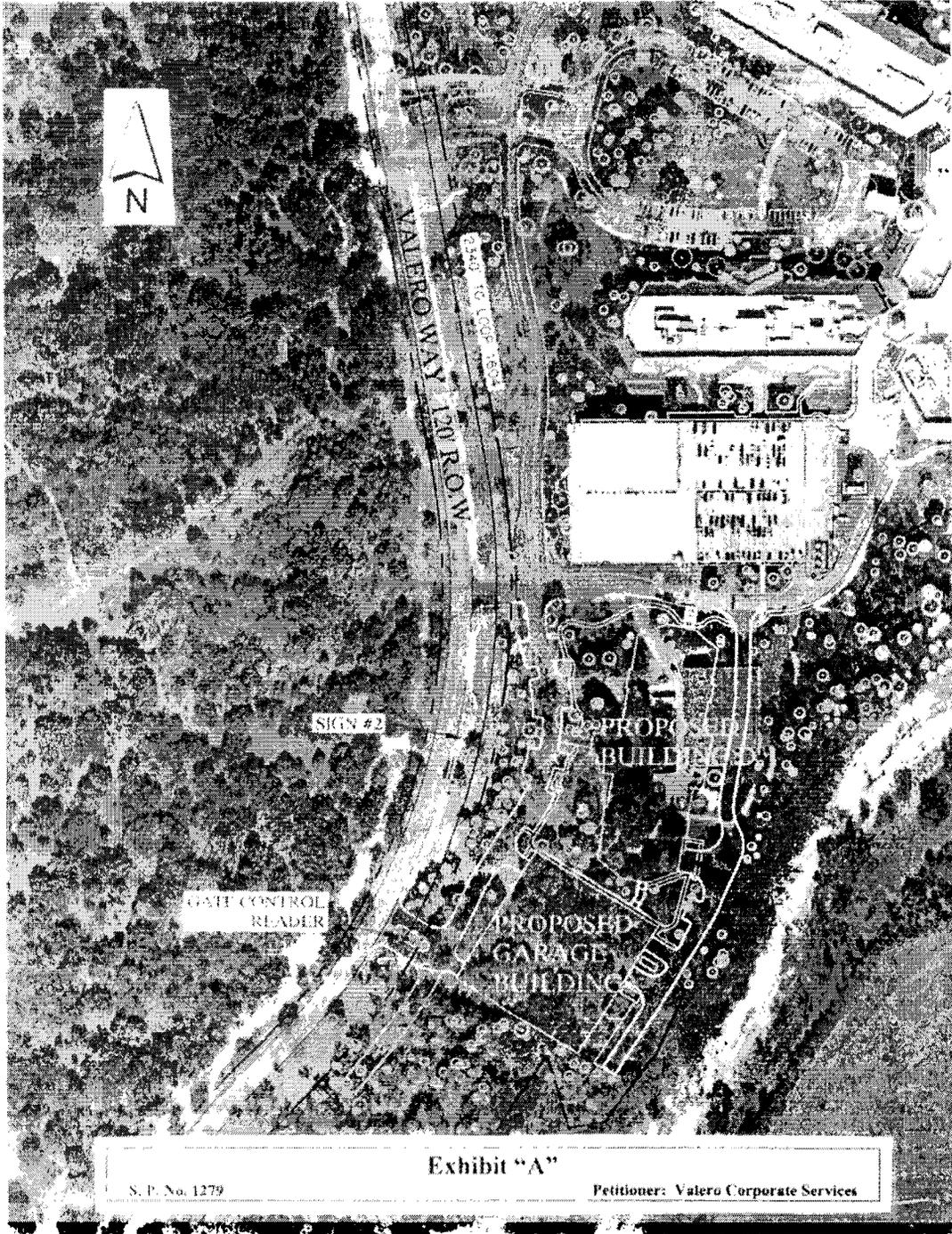
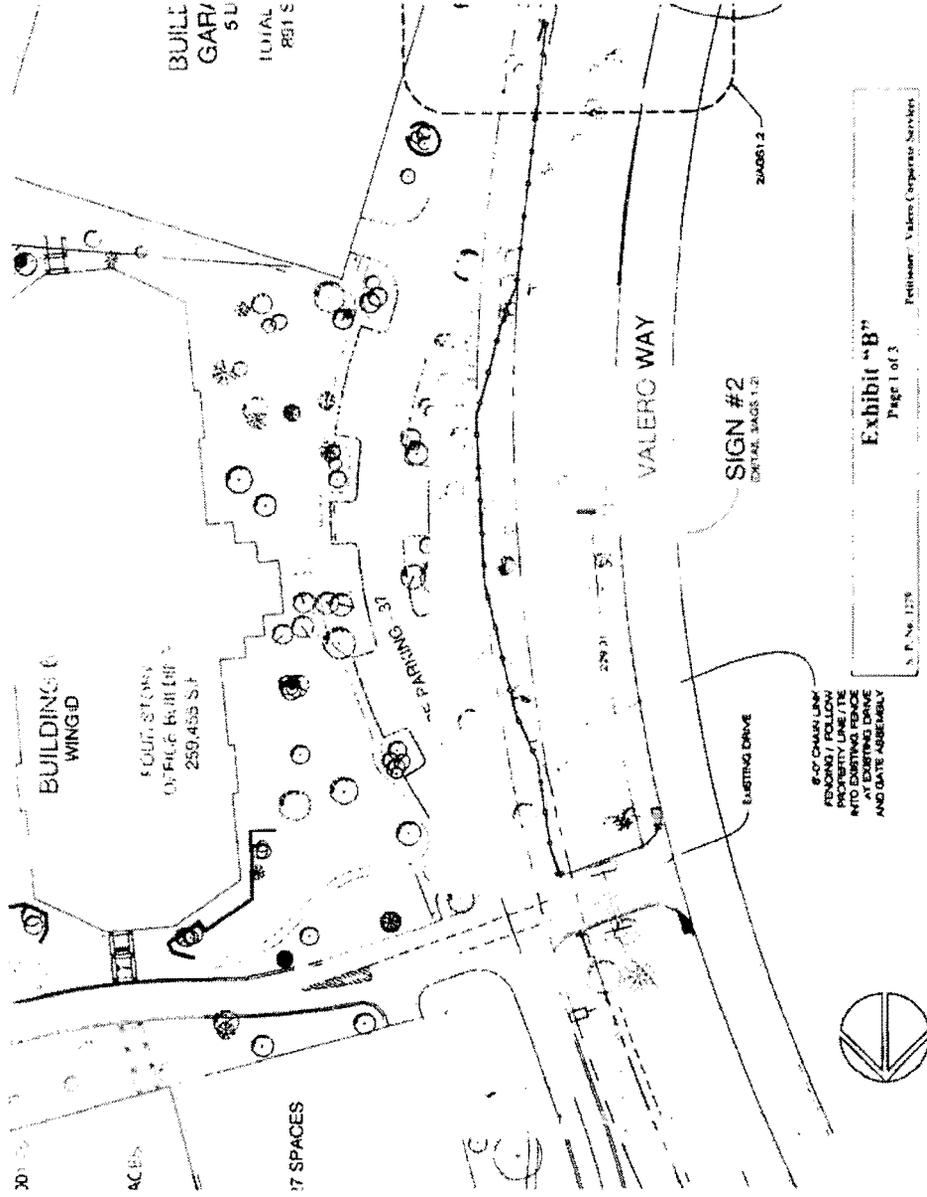


Exhibit "A"
S. P. No. 1279
Petitioner: Valero Corporate Services

Exhibit B





CMS or Ordinance Number: OR00000200805290444

TSLGRS File Code: 1000-05

Document Title:

ORD - Petitioner is requesting a license to use Public Right of Way over Valero Way for a new monument sign and placement of a new gate control

Ordinance Date:

5/29/2008



CMS or Ordinance Number: OR0000000000093042

TSLGRS File Code: 1000-05

Document Title:
ORD - Media lease

Ordinance Date:
12/14/2000



CMS or Ordinance Number: OR0000000000101878

TSLGRS File Code: 1000-05

Document Title:
ORD - Media lease

Ordinance Date:
12/15/2005