

AN ORDINANCE 2016-01-28-0022

AUTHORIZING AN AMENDMENT TO THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS THROUGH THE TEXAS GENERAL LAND OFFICE FOR A TERM THROUGH JANUARY 31, 2041 FOR PROPERTY LOCATED AT ALAMO PLAZA BETWEEN EAST CROCKETT STREET AND EAST HOUSTON STREET IN COUNCIL DISTRICT 1.

* * * * *

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 amendment to the reciprocal easement and operating agreement between the City of San Antonio and The State of Texas, acting by and through George P. Bush, Commissioner of the Texas General Land Office (the "State") for property located at Alamo Plaza between the cross streets of East Houston Street and East Crockett Street, located in City Council District 1, for a 25 years term beginning February 1, 2016 and ending January 31, 2041, reaffirming the validity and continued existence of the reciprocal easement and operating agreement as amended as well as the duties and obligations of parties hereto, and authorizing acceptance of a nominal fee from the State substantially in the form of **Attachment I**, which is incorporated by reference for all purposes as if fully set forth. The City Manager and designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction, if any, 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 11001000, Internal Order 219000000027 and General Ledger 4202410.

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 SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

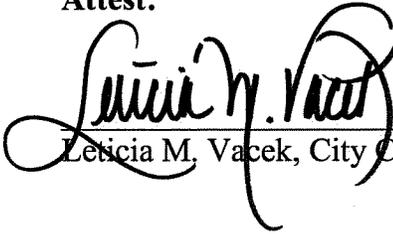
SECTION 4. This Ordinance is effective immediately upon receipt of eight affirmative votes; otherwise, it is effective 10 days after passage.

PASSED AND APPROVED this 28th day of January, 2016.



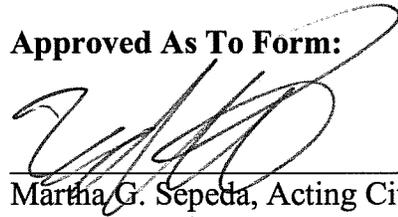
M A Y O R
Ivy R. Taylor

Attest:



Leticia M. Vacek, City Clerk

Approved As To Form:



Martha G. Sepeda, Acting City Attorney



Agenda Item:	10A (in consent vote: 4, 5, 7A, 7B, 9, 10A, 10B, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 30)						
Date:	01/28/2016						
Time:	09:20:26 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an amendment to the reciprocal easement and operating agreement with the Texas General Land Office for a term through January 31, 2041 for property at 317 Alamo Plaza located in Council District 1; and authorizing the execution of any associated documents.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

STATE OF TEXAS	§	KNOW ALL BY THESE
	§	
COUNTY OF BEXAR	§	PRESENTS

**FIRST AMENDMENT TO
RECIPROCAL EASEMENT AND OPERATING AGREEMENT**

This First Amendment to Reciprocal Easement and Operating Agreement ("First Amendment") is entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation ("CITY"), acting by and through its City Manager, or designee, and THE STATE OF TEXAS, acting by and through GEORGE P. BUSH, COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE, ON BEHALF OF THE ALAMO COMPLEX("STATE") as successor in interest to ALAMO PLAZA VENTURES, INC, a Texas Corporation ("APV").

RECITALS

WHEREAS, pursuant to that certain Reciprocal Easement and Operating Agreement dated April 25, 1990, executed by the CITY and APV, recorded in Volume 4805, Page 655, of the Official Public Records of Real Property of Bexar County, Texas (the "Reciprocal Easement and Operating Agreement"), CITY and APV agreed to place certain restrictions on the Property more particularly described in the Reciprocal Easement and Operating Agreement (the "Property"), and to provide for various easements on the Property and to enter into an operating agreement with respect to certain costs and expenses relating to the Property;

WHEREAS, (1) CITY; and (2) STATE, as successor in interest to APV, desire to acknowledge the continuation of the terms and provisions of the Reciprocal Easement and Operating Agreement subject to, and amended by, the terms and conditions hereinafter set forth in this First Amendment;

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, CITY and STATE hereby agree as follows:

AGREEMENT

1. Mechanical Area Easement. Pursuant to Section 2.4 of the Reciprocal Easement and Operating Agreement, CITY grants to STATE a non-exclusive subterranean easement more specifically described in the Reciprocal Easement and Operating Agreement (the "Mechanical Area Easement"). The Primary Term of the Mechanical Area Easement expired on or about April 25, 2015, and the CITY and STATE have agreed to a new easement term of twenty-five years under the following terms and conditions: The term shall have a commencement date of February 1, 2016, and shall terminate on January 31, 2041. On the Effective Date of this First Amendment Agreement, STATE shall pay to the CITY the sum of \$10.00 as consideration for use of the Mechanical Area Easement during the term. All of the other terms and provisions of Section 2.4 shall continue in full force and effect, including all terms and provisions that relate to

the two renewal options contemplated in Section 2.4(B) of the Reciprocal Easement and Operating Agreement.

2. Access Easement Area. Pursuant to Section 2.1 of the Reciprocal Easement and Operating Agreement, APV granted to CITY a non-exclusive pedestrian ingress, egress and access easement, and a right to use a stairwell and elevator located on certain portions of property owned by APV as more specifically described in such Section 2.1 (the "Access Easement Area"). CITY and STATE desire to acknowledge and confirm the continued existence of such easement and the CITY'S continued right to use the Access Easement Area, as well as the continued obligation of the CITY to make the Base Amount payment to STATE as required under Section 3.5 of the Reciprocal Easement and Operating Agreement. No amounts are due and owing until the next Base Amount payment, due January 1, 2016. All of the other terms and provisions of Section 2.1 and 3.5 shall continue in full force and effect.

3. Amendment. CITY and STATE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, hereby: (a) acknowledge and agree that the Reciprocal Easement and Operating Agreement is in full force and effect, subject to the terms and conditions of said agreement that are amended and/or modified by this First Amendment, (b) affirm that all other terms and provisions of the Reciprocal Easement and Operating Agreement dated April 25, 1990, as amended and/or modified by this First Amendment, are valid and binding on CITY and STATE, and (c) agree to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform or carry out the transactions contemplated by the Reciprocal Easement and Operating Agreement as amended and/or modified by this First Amendment, or to clarify the rights, duties, intentions and obligations of CITY and STATE with regard thereto, or to clarify the terms, provisions, and conditions of the Reciprocal Easement and Operating Agreement as modified and/or amended.

EXECUTED to be effective as of the 1st day of February, 2016 ("Effective Date").

(signature pages attached)

CITY:

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

By: _____
City Manager

APPROVED AS TO FORM: _____
City Attorney, City of San Antonio

THE STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the ____ day of _____, 2016, by _____, City Manager of the CITY OF SAN ANTONIO, a Texas Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Printed Name: _____

My commission expires: _____

**THE STATE OF TEXAS, acting by and through,
THE TEXAS GENERAL LAND OFFICE,
on behalf of the ALAMO COMPLEX**



George P. Bush,
Commissioner, General Land Office

Contents bc

Legal JG

Gen. Counsel mb

Executive AI

After Recording Return to:

Texas General Land Office
Asset Management Division
Stephen F. Austin Building
1700 North Congress Ave., 8th Floor
Austin, Texas 78701
Attn: Brian Carter

**NOTE TO COUNTY CLERK: PROPERTY CODE §12.006, COMBINED WITH
GOVERNMENT CODE §2051.001, AUTHORIZES THE RECORDATION OF THIS
INSTRUMENT WITHOUT ACKNOWLEDGMENT OR FURTHER PROOF OF THE
SIGNATURE OF THE COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE.**