

AN ORDINANCE 67507

APPROVING A RELEASE OF AN EXISTING LEASE, AS WELL AS, EXECUTION OF A NEW GROUND LEASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE GREATER SAN ANTONIO CHAMBER OF COMMERCE FOR A TRACT OF LAND IN NEW CITY BLOCK 872 KNOWN AS THE CHAMBER OF COMMERCE SITE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID NEW GROUND LEASE AGREEMENT; AND ACCEPTING A QUITCLAIM DEED TO THE CITY FROM THE GREATER SAN ANTONIO CHAMBER OF COMMERCE, TO BE ESCROWED FOR FUTURE RECORDING, ALL IN CONNECTION THEREWITH.

\* \* \* \* \*

WHEREAS, by Ordinance No. 35467 passed and approved on May 25, 1967, the CITY OF SAN ANTONIO (hereafter "CITY") as Landlord, entered into a Lease Agreement with the SAN ANTONIO CHAMBER OF COMMERCE, now known as THE GREATER SAN ANTONIO CHAMBER OF COMMERCE, (hereafter "CHAMBER"), as tenant, for City-owned land located in N.C.B. 872; and

WHEREAS, CHAMBER constructed on said land a building now known as the Greater San Antonio Chamber of Commerce Building; and

WHEREAS, CHAMBER is in the process of raising funds to repair, modify, remodel, and/or otherwise improve the existing building; and

WHEREAS, in light of said improvements to be made by CHAMBER in order to bring the building to Class A office building condition, CITY is willing to enter into both a Release of the existing Lease and a new Ground Lease Agreement with CHAMBER; and

WHEREAS, CHAMBER, in consideration of CITY's agreement to enter into such Release and new Ground Lease Agreement, is agreeable to executing a Quitclaim Deed to City of the building now located on said City-owned land to be escrowed at a title company for filing upon termination of the new Ground Lease Agreement; NOW THEREFORE,

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

SECTION 1. The Release of Lease is hereby approved, releasing THE GREATER CHAMBER OF COMMERCE, as successor to the SAN ANTONIO CHAMBER OF COMMERCE, from that certain Lease Agreement with the CITY OF SAN ANTONIO dated May 25, 1967, previously passed and approved by Ordinance No. 35467, and the City Manager is hereby authorized to execute said Release of Lease on behalf of the CITY OF SAN ANTONIO, with such release being in the same form as that instrument attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

SECTION 2. The Ground Lease Agreement between THE CITY OF SAN ANTONIO, as Ground Lessor and THE GREATER SAN ANTONIO CHAMBER OF COMMERCE as Ground Lessee, for City-owned land located in N.C.B. 872, on which land is constructed the Greater San Antonio Chamber of Commerce Building, is hereby approved and the City Manager is authorized to execute a Ground

Lease Agreement in connection therewith, with such Ground Lease Agreement being in the same form as that instrument attached hereto as Exhibit "B" and incorporated herein by reference for all purposes.

SECTION 3. A Quitclaim Deed from THE GREATER SAN ANTONIO CHAMBER OF COMMERCE to the CITY OF SAN ANTONIO quitclaiming to the said "CITY", at the termination of the aforementioned Ground Lease Agreement, all of said "CHAMBER's" right, title, and interest in the building currently constructed or to be constructed in the future is hereby accepted, with the understanding that said deed is to be escrowed at an agreed upon title company until such termination. A copy of said Quitclaim Deed is attached hereto as Exhibit "C" and incorporated herein by reference for all purposes.

PASSED AND APPROVED this the 14<sup>th</sup> day of July, 1988.

*Henry Cisneros*  
M A Y O R

ATTEST: *Arme S. Rodriguez*  
City Clerk

APPROVED AS TO FORM: *David B. Caser*  
City Attorney

88-30

AVIATION	
BUDGET & RESEARCH	1
BUILDING INSPECTIONS	2
BUILDING INSPECTIONS-HOUSE NUMBER	
CITY WATER BOARD	
CITY ATTORNEY	
COMMERCIAL RECORDER	
CONVENTION & VISITORS BUREAU	
CONVENTION FACILITIES	
ECONOMIC & EMPLOYMENT DEVELOPMENT	
ENVIRONMENTAL MANAGEMENT	
FINANCE DIRECTOR	
ASSESSOR	1
CONTROLLER	1
TREASURY DIVISION	1
GRANTS	
INTERNAL AUDIT	
RISK MANAGEMENT	1
FIRE DEPARTMENT	
HUMAN RESOURCES & SERVICES	
INFORMATION RESOURCES	
LIBRARY	
MARKET SQUARE	
METROPOLITAN HEALTH DISTRICT	
MUNICIPAL COURTS	
PARKS & RECREATION	
PERSONNEL	
PLANNING	
POLICE DEPARTMENT	
PUBLIC UTILITIES	
PUBLIC WORKS	
ENGINEERING	
CENTRAL MAPPING	1
REAL ESTATE	1
TRAFFIC ENGINEERING	
PURCHASING & GENERAL SERVICES	
INTERGOVERNMENTAL RELATIONS	
ZONING ADMINISTRATION	
SPECIAL PROJECTS - CITY MANAGER	
DOWNTOWN INITIATIVES	
COMMUNITY DEVELOPMENT OFFICE	

ITEM NO. 38

MEETING OF THE CITY COUNCIL DATE: JUL 14 1988

MOTION BY: Dutmer SECONDED BY: Levy

ORD. NO. 67507 ZONING CASE \_\_\_\_\_

RESOL. \_\_\_\_\_ PETITION \_\_\_\_\_

	ROLLCALL	AYES	NAYS
MARIA BERRIOZABAL PLACE 1		<input checked="" type="checkbox"/>	
JOE WEBB PLACE 2		<input checked="" type="checkbox"/>	
HELEN DUTMER PLACE 3		<input checked="" type="checkbox"/>	
FRANK D. WING PLACE 4		<input checked="" type="checkbox"/>	
WALTER MARTINEZ PLACE 5		<input checked="" type="checkbox"/>	
BOB THOMPSON PLACE 6		<input checked="" type="checkbox"/>	
YOLANDA VERA PLACE 7		<input checked="" type="checkbox"/>	
NELSON WOLFF PLACE 8		<input checked="" type="checkbox"/>	
WEIR LABATT PLACE 9		<input checked="" type="checkbox"/>	
JAMES C. HASSLOCHER PLACE 10		<input checked="" type="checkbox"/>	
HENRY G. CISNEROS PLACE 11 (MAYOR)		<input checked="" type="checkbox"/>	

**88-30**

**FILE** "GREATER SAN ANTONIO CHAMBER OF COMMERCE"  
*Ben Crut.*

GROUND LEASE AGREEMENT

This Ground Lease, made the 14th day of July, 1988, by and between the CITY OF SAN ANTONIO (hereinafter called "CITY"), acting by and through its City Manager pursuant to Ordinance No. 67507 dated July 14, 1988, as Ground Lessor, and THE GREATER SAN ANTONIO CHAMBER OF COMMERCE (hereinafter called "CHAMBER"), a Texas non-profit corporation, as Ground Lessee.

W I T N E S S E T H:

Article I.  
DEMISE OF PREMISES

1.1 CITY hereby leases to CHAMBER, and CHAMBER hereby leases from CITY, subject to and in consideration of the provisions of this Lease Ground Agreement, that certain real property (the "leased premises") containing approximately 19,151 square feet of land (0.440 acres), San Antonio, Bexar County, Texas, said land being legally described as:

A 0.44 acre tract of land out of a 5.009 acre tract designated Public Waterway Right-of-Way according to plat known as Civic Center, Project No. 5, Tex. R-83, Urban Renewal Agency, City of San Antonio and recorded in Volume 9518, Page 123 of the Plat Records of Bexar County, Texas and being further described by metes and bounds as follows:

- BEGINNING: At a set "+" in concrete in the south right-of-way line of East Commerce Street, from which the point of intersection of South Alamo Street bears N 75° 35' 57" W, a distance of 30.24 feet;
- THENCE: Following East Commerce Street, S 75° 35' 57" E, a distance of 209.50 feet to a set "+" in concrete;
- THENCE: Departing East Commerce Street, S 14° 24' 03" W, a distance of 80.92 feet to a set iron rod;
- THENCE: S 77° 40' 45" W, a distance of 24.63 feet to a set railroad spike in asphalt;
- THENCE: N 75° 35' 57" W, a distance of 187.50 feet to a set "+" in concrete;
- THENCE: N 14° 24' 03" E, a distance of 92.00 feet to the POINT OF BEGINNING an containing 0.44 acre (19,151 square feet) of land, more or less, in Bexar County, Texas.

(The foregoing is from Field Notes dated April 21, 1988 prepared by Pape-Dawson Consulting Engineers, Inc.)

The location of the leased premises is shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

1.2 The parties hereto acknowledge that (1) the CITY OF SAN ANTONIO owns the real property, including the parking lot and patio, (hereafter "Land") constituting the leased premises; and (2) THE GREATER SAN ANTONIO CHAMBER OF COMMERCE owns certain improvements located on said Land, being a two-story office structure, known as The Greater San Antonio Chamber of Commerce Building, which was originally constructed by the San Antonio Chamber of Commerce, predecessor in interest to THE GREATER SAN ANTONIO CHAMBER OF COMMERCE (hereafter referred to as "improvements" or "CHAMBER's building").

1.3 CHAMBER agrees that, at the end of the term of this Lease, or the extension thereof, the improvements located on the leased premises, will automatically become CITY property and will be tendered to CITY in Class A office condition. Concurrent with the execution of this Lease, CHAMBER agrees to execute a Quitclaim Deed transferring any and all of its right, title, and interest in the current improvements, specifically including, but not limited to, CHAMBER's building, and any and all other improvements now existing or which may be constructed by CHAMBER on the Land during the term of this Lease and any extension thereof to CITY. Such quitclaim deed will be placed in escrow at a title company to be mutually agreed upon by the parties and filed of record by CITY at such time of termination. Further, CHAMBER agrees that, if at any time prior to the end of the Lease term, or such extension, if CHAMBER should continue to be in default in performing any of the terms and conditions of this Lease Agreement for the period of time stated herein after being tendered the notice from CITY called for herein, and in such instance the Lease is thereby terminated, then CITY may immediately file such Quitclaim Deed of record, without further notice or legal action. If CHAMBER should desire to quit the premises prior to the termination of the Lease term or extension thereof or should the parties mutually agree to terminate this Lease prior to such time(s), then CITY may record the Quitclaim Deed of record without such further notice or legal action. In all such instances CHAMBER agrees to quit the premises and voluntarily tender the building or buildings located on the land to CITY in Class A office condition.

Article II.  
USE OF PREMISES

2.1 CHAMBER agrees that the leased premises shall be utilized for the sole purpose of an office building for general CHAMBER purposes and functions, in accordance with applicable statutes, laws, ordinances, rules and regulations of the United States, the State of Texas, and the City of San Antonio, Texas.

2.2 CHAMBER shall have the further right to use the large outdoor patio owned by CITY located east of and adjacent to the parking lot portion of the leased premises as shown on Exhibit "A", said patio

being approximately 7' - 8' above the Riverwalk level, when such patio is not in use by CITY, as determined by the City Manager or his designee. CHAMBER agrees to not deny access to the Riverwalk to the public by CHAMBER's use of such patio. CITY reserves and does not delegate to CHAMBER the right to monitor the use of said patio, but not to the extent of interfering with CHAMBER's use thereof, except when being used by CITY as indicated herein.

Article III.  
TERM OF LEASE

3.1 The term of this Lease Agreement shall be for a period of twenty-five (25) years beginning on ~~May~~<sup>August</sup> 1, 1988 ("Commencement Date") and ending on ~~April~~<sup>July</sup> 30, 2013. The parties agree to execute an Establishment of Term Agreement in a form as shown on Exhibit "B" attached hereto and made a part hereof for all purposes.

3.2 The term of this Lease may be extended for an additional period of twenty-five (25) years by CHAMBER upon (1) written request tendered to CITY at least thirty (30) days prior to the termination of the original term and (2) by evidence of another fund-raising project to commence on or before the end of the twentieth (20th) year of the original lease term, the purpose of which will be to raise funds in order to make such repair, modification of, remodeling, and/or improvement of the building to bring same into a Class A office condition on or before the end of the twenty-fifth (25th) year of the original Lease term.

Article IV.  
ACCEPTANCE AND CONDITION OF PREMISES

4.1 CHAMBER currently occupies the existing improvements and the leased premises under an existing lease dated May 25, 1967, which is being replaced by this said Lease Agreement; CHAMBER therefore has had full opportunity to examine said leased premises and acknowledges that there is in and about them nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. CHAMBER's continued possession of the existing improvements and leased premises and taking possession of said improvements being repaired, modified, and/or otherwise improved, as called for herein, shall be conclusive evidence of CHAMBER's acceptance thereof in good order and satisfactory condition and CHAMBER hereby accepts the leased premises in their present condition as suitable for the purpose for which leased.

4.2 CHAMBER agrees that no representations respecting the condition of the leased premises and no promises to decorate, alter, repair, or improve the leased premises, either before or after the execution hereof, have been made by CITY or its agents to CHAMBER unless the same are contained herein or made a part hereof by specific reference in this or any other section of this Lease.

Article V.  
CONSIDERATION

5.1 The consideration for the grant of this Ground Lease Agreement by CITY is the amount paid by CHAMBER for the repair, modification of, remodeling, and/or other improvement of the existing building owned by CHAMBER, which amount shall be not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

5.2 The parties agree that this Lease is being executed for the further consideration of the execution by said parties of a Release of Lease, being a separate document, in the form shown on Exhibit "C" attached hereto, releasing all obligations under that certain existing Lease by and between the CITY OF SAN ANTONIO, TEXAS and the SAN ANTONIO CHAMBER OF COMMERCE (now known as THE GREATER SAN ANTONIO CHAMBER OF COMMERCE) dated May 25, 1967, pursuant to Ordinance No. 35467, passed and approved by the San Antonio City Council on May 25, 1967.

5.3 As further consideration for the grant of this Ground Lease Agreement and more particularly the extension of such original term, CHAMBER agrees to initiate the fund-raising project called for in Paragraph 3.2 on or before the end of said twentieth (20th) year of the original term Lease and complete the construction work to bring said building into Class A office condition on or before the end of the twenty-fifth (25th) year of said original Lease term.

5.4 Still further, CHAMBER agrees to execute at the time of execution of this Lease, the Quitclaim Deed referenced above in paragraph 1.3.

Article VI.  
INITIAL CONSTRUCTION

6.1 All construction and/or installation incident to such repair, modification of, remodeling, and/or other improvement of the existing building shall be done by CHAMBER, at CHAMBER's sole cost and expense, and shall be referred to hereafter as "CHAMBER's Work." The purpose of such work shall be to restore the building to Class A office condition, which CHAMBER agrees to do.

6.2 Prior to the start of construction, CHAMBER agrees to submit to CITY plans and specifications covering any and all work CHAMBER desires to perform, in such detail as CITY may require; and CHAMBER agrees not to commence any of such works until CITY has approved CHAMBER's plans in writing. Said plans, when approved, shall be signed by CITY and CHAMBER and made a part of this Lease Agreement, as Exhibit "D", (being a summary and explanation of said plans and specifications). Further said plans, as applicable, shall be approved by the Riverwalk Commission, Fine Arts Commission, and Historic Review Board, and all other CITY Boards and Commissions, as necessary, prior to the issuance of a Building Permit. Plans may be submitted prior to completion of the fund-raising referred to hereafter.

6.3 CITY agrees to examine and approve or disapprove the above mentioned plans and specifications within thirty (30) business days after receipt and to notify CHAMBER in writing when the same have been approved or disapproved and in the event of approval, CHAMBER agrees to commence CHAMBER's Work promptly thereafter, proceed with such work, and complete such work no later than thirty-six (36) months after the date of execution of this Ground Lease Agreement. In the event of disapproval, CITY agrees to specify to CHAMBER in writing the nature of the deficiency in the plans and specifications which warranted the CITY's disapproval. Within ten (10) business days after receipt of such disapproval, CHAMBER agrees to meet with CITY to resolve such deficiencies and within thirty (30) business days after such meeting CHAMBER will present revised plans and specifications to CITY. Thereafter CITY agrees to examine and approve or disapprove the revised plans and specifications, after which time, if revised plans and specifications are approved, CHAMBER will proceed in accordance with the completion date time frame set forth herein. If for any reason the revised plans and specifications are disapproved by CITY then in such instance, the same procedure set forth herein for notification as to disapproval shall apply.

6.4 CHAMBER has commenced a fund-raising project to raise funds for the repair, modification, and remodeling of, and/or other improvement of the existing building. A great deal of the work to be done will be of a volunteer and "donation" nature, however, in order to satisfy the CITY that no liens or other encumbrances have been placed against the land or improvements, CHAMBER agrees to present to CITY documented evidence of payment of all bills for materials used or labor performed, i.e., in the form of lien waivers, bills paid affidavits, or other generally accepted receipts evidencing such payment. CHAMBER will complete such fund-raising on or before twenty-four (24) months after the date of execution of this agreement and submit plans to CITY within thirty (30) days thereafter, with construction to be completed not later than thirty-six (36) months after the date of execution of this Ground Lease Agreement, as indicated above in paragraph 6.3.

6.5 CHAMBER shall notify CITY in writing promptly upon the completion of such CHAMBER's Work, within 10 business days thereafter, CITY will inspect such completed CHAMBER's Work to determine (1) if such work has been completed in a satisfactory and workmanlike manner and in accordance with the plans and specifications for such work approved by CITY, (2) that the completed CHAMBER's work has brought the building to Class A office condition, and (3) that a Certificate of Occupancy has been issued by the CITY OF SAN ANTONIO.

6.6 CHAMBER agrees, at CHAMBER's expense, to obtain and maintain builder's risk, public liability insurance and Worker's Compensation insurance adequate to fully protect CITY as well as CHAMBER from and against any and all liability for death of or injury to persons, or damage to property, caused in or about, or by reason of, the construction of CHAMBER's Work, and as provided in Article XIX.

6.7 Failure by CHAMBER or its contractors or subcontractors to complete the CHAMBER's work called for herein on or before thirty-six

(36) months after the date of execution of this Lease Agreement shall constitute an act of default and shall be cause for immediate termination of said Agreement by CITY.

Article VII.  
FUTURE CONSTRUCTION AND ALTERATIONS

7.1 CHAMBER shall make no opening or attachment to the roof, ceiling, concrete floor, or to the interior and/or exterior walls, including CHAMBER's Work called for herein, without the consent of CITY being first had thereto in writing, which consent shall not be unreasonably withheld. Any attachments, drilling or welding of the building's structural systems must be clearly indicated on CHAMBER's drawings for said CHAMBER's Work or future work. CITY approval of said drawings shall not relieve CHAMBER of responsibility to request and obtain written permission for said attachments, drilling, or welding, which approval may be evidenced by written approval of same on the drawings themselves. CITY agrees not to unreasonably delay or withhold approval of the plans and specifications.

7.2 CHAMBER shall not make any structural alterations in any portion of the leased premises, nor any alterations in or on the front of the exterior of the leased premises, nor any major interior alterations without, in each instance, first obtaining the written consent of CITY. City agrees not to unreasonably delay or withhold such consent.

7.3 All initial repairs, modifications, remodeling, and/or other improvements, provided for herein in Article VI., that is, CHAMBER's Work, and any other improvements and alterations made now on during the Lease term, shall become, upon completion, and at the termination of this Lease Agreement, for any reason, the property of CITY, subject to the conditions herein.

7.4 In the construction or improvement of the leased premises, CHAMBER shall conform to, and comply with, all Federal, State and local laws, ordinances, permits, rules, and regulations applicable thereto.

Article VIII.  
FIXTURES AND PERSONAL PROPERTY

8.1 Any trade fixtures, signs, furniture, furnishings, and other personal property of CHAMBER not permanently affixed to the leased premises shall remain the property of CHAMBER and CITY agrees that CHAMBER shall have the right, provided CHAMBER be not in default under the terms of this Lease Agreement, at any time, and from time to time, to remove any and all of its trade fixtures, signs, furniture, furnishings, and other personal property which it may have stored or installed in the leased premises, including but not limiting the same to counters, booths, shelving, mirrors, and other movable personal property. CHAMBER, at its expense, shall immediately repair any damage occasioned to the leased premises by reason of the removal of any such

trade fixtures, signs and other personal property, and upon expiration or earlier termination of this Lease Agreement, for any reason, shall leave the leased premises in the same condition as immediately prior to such trade fixture or signage installation, and in a neat and clean condition, free of debris and broom clean in Class A office condition. All trade fixtures, signs, and other personal property installed in or attached to the leased premises by CHAMBER must be new or in good, serviceable and attractive condition when so installed or attached. If CHAMBER does not remove said trade fixtures, signs, furniture, furnishings, and other personal property promptly upon the termination of this Lease Agreement, CITY may effect such removal and make any repairs necessitated thereby. The cost therefor shall be immediately due and payable from CHAMBER hereunder. CHAMBER agrees that any such trade fixtures, signs, etc., not removed within thirty (30) days after the termination of this Lease Agreement shall become CITY's property without the necessity of legal action on CITY's part. Further, CHAMBER will repair any damage caused by such removal and make any repairs necessitated thereby.

8.2 Any floor covering affixed to the floor of the leased premises shall be and become the property of CITY absolutely, but in the event CITY desires removal of same at the termination of this Lease Agreement, CHAMBER shall remove the same at CHAMBER's sole cost and expense.

Article IX.  
YIELDING UP

9.1 As noted above, upon the expiration or termination of this Lease Agreement, provided CHAMBER is not in default, CHAMBER may remove its trade fixtures, signs and such of CHAMBER's non-structural improvements not permanently affixed as CHAMBER shall desire and shall repair all damages caused or exposed by such removal. Whether or not an item has become permanently affixed shall be determined by the City Attorney, whose decision shall be final. CHAMBER shall yield up peacefully to CITY the leased premises and all other improvements, alterations, additions and changes made to or upon the same in good order, repair and condition in all respects, damage by fire, casualty, taking by eminent domain or act of public authority excepted, but in Class A office condition.

Article X.  
TENANT'S SIGNS

10.1 Upon CITY's written approval, which approval shall not be unreasonably withheld or delayed, CHAMBER may erect, at its expense, exterior signs on the front of the leased premises, provided all signs and advertising displayed in and about the premises shall advertise only the "business" conducted in such premises. Any signs erected by CHAMBER shall conform to all applicable laws and/or municipal ordinances.

10.2 No sign shall be placed on the improvements or premises which will in any manner cause structural damage or injury to the building or injury to any persons on or about the leased premises.

Article XI.  
TAXES AND FEES

11.1 CHAMBER shall pay before delinquency all taxes, assessments, license and permit fees, and governmental impositions of whatever kind or nature imposed with respect to CHAMBER's business operation, trade fixtures, merchandise and any and all other personal property of whatsoever kind in or on the demised premises or used in connection therewith (including, without limitation, with respect to exterior signs), and CHAMBER shall reimburse CITY forthwith upon request, with interest thereon at the maximum rate of interest under applicable law, if CITY shall have paid any such tax in the first instance, provided CITY was legally obligated to pay the same.

Article XII.  
LIENS

12.1 CHAMBER agrees to pay promptly for any work done by CHAMBER (or materials furnished therefor) in, on, or about the leased premises.

12.2 CHAMBER covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with construction, repair, alteration, addition or reconstruction work on the leased premises and that it shall not permit any liens to arise against said premises or improvements thereon, or any equipment, machinery and/or fixtures therein belonging to CITY, and CHAMBER expressly agrees that it will keep and save the premises and CITY harmless from all costs and damages resulting from any such liens or lien of any character created or that may be asserted through any act or thing done by CHAMBER.

12.3 In the event any mechanic's or other liens or orders for payment shall be filed against the leased premises or improvements thereon, or CITY-owned property located therein, during the term hereof, CHAMBER shall, within twenty (20) days from the date of said filing, (1) cause the same to be cancelled and discharged of record; or (2) if CHAMBER wishes to contest said lien, they agree to give notice to CITY of such contest and deposit the amount of the lien reflected in the filing, with CITY in a properly endorsed Certificate of Deposit with both notice to CITY and deposit with CITY to be done by CHAMBER within said twenty (20) day period. If the liens [1] discharged by payment or compromise and settlement and [2] released within two (2) years after the date of filing of deposit of the Certificate of Deposit; or [3] if the lien is not released, but the contest of said

lien is still in litigation as of two (2) years after the date of filing of deposit of said Certificate of Deposit, then CITY shall have the right to "draw down" such Certificate of Deposit, including all interest accrued thereon. Further CHAMBER shall also defend on behalf of CITY, at CHAMBER's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien or order. CITY, upon drawing down said Certificate of Deposit, will discharge the lien. Any excess amount shall be paid to CHAMBER as long as CITY is made whole.

Article XIII.  
MAINTENANCE

13.1 CHAMBER agrees, at its own expense, to keep the leased premises in Class A office condition, including plate-glass and plate-glass frames, interior plumbing, plumbing fixtures, plumbing lines and plumbing connections and exterior plumbing lines and connections of said premises only, and interior and exterior electrical fixtures of said premises only, lamps and/or bulbs, wiring and connections, and interior walls, flooring, doors and other interior improvements, including heating and air conditioning equipment, in good order and repair, and in clean, safe and sanitary condition and to paint the interior when necessary to maintain the leased premises, or any part thereof, in a manner reasonably satisfactory to fulfill the obligations of this Article.

13.2 If CHAMBER neglects and does not maintain said leased premises in Class A office condition as deemed necessary by the CITY, it is agreed by both parties hereto that CITY may demand that CHAMBER make the same forthwith, and if CHAMBER refuses or neglects to commence such repairs or maintenance and complete the same with reasonable dispatch, the CITY may make or cause such repairs or maintenance to be made and shall not be responsible to the CHAMBER for any loss or damage that may accrue to CHAMBER's "business" by reason thereof, and if the CITY makes or causes such repairs or maintenance to be made, the CHAMBER agrees that it will forthwith, on demand, pay to CITY the cost thereof, and if CHAMBER shall default in such payment, CITY shall have the remedies provided elsewhere herein for default of indebtedness, costs, or charges due by CHAMBER to CITY.

13.3 CHAMBER will, at the termination of this Lease Agreement, whether due to default or at the end of the original term or extended term, return the leased premises to CITY in Class A office condition.

13.4 CHAMBER further agrees to keep and maintain the roof, foundation, main beams and exterior walls in good repair and in Class A office condition.

13.5 CHAMBER still further agrees to keep and maintain the parking lot and patio areas of the leases premises in good condition.

13.6 CITY agrees to maintain all landscaping on the leased premises.

Article XIV.  
LAWS AND ORDINANCES

14.1 CHAMBER agrees to comply promptly with all laws, ordinances, orders, and regulations affecting the leased premises and the cleanliness, safety, operation, or use thereof or the business conducted therein.

14.2 CHAMBER agrees to comply with the regulations or requirements of any insurance underwriter, inspection bureau, or similar agency, with respect to the premises leased by CHAMBER. CHAMBER also agrees to permit CITY to comply with such recommendations and requirements with respect to that portion of the leased premises maintained by CITY.

14.3 CHAMBER shall keep and maintain the interior of the leased premises equipped with safety appliances which may be required by any governmental authority because of CHAMBER's use. CHAMBER specifically covenants to comply with all rules and regulations of the local Board of Fire Underwriters occasioned by or required in the conduct of CHAMBER's business.

14.4 If the CHAMBER installs any electrical equipment which would overload the existing lines in the herein leased premises, the CHAMBER shall at its own expense, make whatever changes are necessary to comply with the requirements of the Insurance Underwriters and/or the City of San Antonio Electrical Inspector's Department.

Article XV.  
RULES AND REGULATIONS

15.1 CHAMBER covenants and agrees that CHAMBER, its employees, and invitees, will comply with reasonable rules and regulations set by CITY from time to time for the efficient operation of the building, including the following:

(1) Subject to CHAMBER's right to conduct its business, CHAMBER shall not injure, overload or deface the leased premises or building, nor make any use thereof which is contrary to any law or ordinance, nor permit any act or thing to be done on the leased premises which may make void or voidable or increase the rates of any insurance covering the leased premises; nor cause or permit the omission of any excessive noise or odor from the leased premises by the operation of any instrument, apparatus, equipment therein, or other means which may, in CITY's judgment, be deemed offensive or disturbing in nature; nor perform any act or carry on any practice which may be a nuisance or

menace to sublessees in the building or which is illegal, immoral or disreputable, or which may reduce the market value of the leased premises.

(2) CHAMBER shall not cause the loading or unloading of trucks or similar delivery devices on, in, or adjacent to the leased premises, except in designated loading and service areas and at such reasonable times as designated by CITY, nor shall CHAMBER cause the undue obstruction of CITY streets or sidewalks.

(3) The outside and public use areas immediately adjoining the leased premises, including sidewalks and the River Walk corridor area, shall be kept free and clear at all times by CHAMBER and CHAMBER shall not place nor place or maintain any obstructions, including temporary fixtures, garbage, refuse, merchandise or displays in such areas. In the event any violation of this Rule is not corrected on demand, CITY shall have the right, without obligation for prior notice, to remove any such obstruction without liability therefor.

(4) CHAMBER shall dispose of garbage and refuse in accordance with municipal ordinances. Garbage and refuse shall be removed from the leased premises daily and shall not be left for collection outside the leased premises.

(5) CHAMBER, its employees, and/or its agents shall not solicit business in the parking or other outside or public use areas, nor shall CHAMBER, its employees, and/or its agents distribute any handbills or other advertising matter in or on automobiles parked in the adjoining parking lot or other outside or public use areas.

(6) Nothing is to be attached or placed on the roof or exterior walls of the leased premises without prior written consent of CITY.

(7) No loudspeakers, except on the patio, as approved by the CITY, televisions, satellite antennae, phonographs, radios, flashing lights, or other devices shall be used in a manner so as to be heard or seen outside of the leased premises without the prior written consent of CITY. CHAMBER may conduct seminars and other information dissemination in the leased premises, provided such activities are not unreasonably loud.

(8) As applicable, no auction, fire, bankruptcy, going out of business, or other selling-out sales shall be conducted on or about the leased premises without the prior written consent of the CITY.

(9) CHAMBER shall keep CHAMBER's display windows illuminated and the signs and exterior lights lighted during such hours as are reasonable for other businesses similarly situated.

(10) CHAMBER shall not affix or maintain upon the glass panes and supports of the show windows, doors, or the exterior walls of the leased premises any signs, advertising placards, names, insignia, trademarks, descriptive material, or any other such like item or items, excepting only, in the case of exterior walls, such signs as are

approved under the provision of Article X. hereof and, in the case of doors, signs identifying CHAMBER and indicating the hours of operation.

(11) No awning or other projections shall be attached to the outside walls of the leased premises or the building of which they form a part without, in each instance, the prior written consent of CITY and any appropriate municipal authorization.

(12) The CHAMBER agrees to keep the premises clear and free from rodents, bugs and vermin and, if necessary, join with the other parties in the area and bear its part of the expense of general extermination.

15.2 CHAMBER further covenants and agrees to comply with the following Riverwalk Tenant Rules and Regulations, some of which are the same, intent-wise, as those Rules and Regulations set forth in Section 15.1 above:

(1) CHAMBER shall conduct its operations in a quiet and orderly manner and shall observe and comply with all laws and ordinances of the CITY affecting CHAMBER's business, including, but not limited to, the provisions concerning operation of businesses in the River Walk Corridor area.

(2) No advertisements, signs, decorations or displays shall be placed in, on or about the leased premises which are visible from Commerce Street, Alamo Street or the Riverwalk, without the prior written approval of CITY through the Director of Parks and Recreation. CHAMBER agrees to remove all signs from the premises when CHAMBER vacates the leased premises. As stated above, if said signs placed by the CHAMBER upon the premises are not removed by it within thirty (30) days after the premises are vacated, then the CITY may remove same without further notice or liability or legal action therefor.

(3) No activity or method of operation shall be allowed in, on or about the leased premises which exposes patrons thereof to nudity or to partial nudity. For the purposes of this provisions, the following definitions apply:

- A. Nudity means total absence of clothing or covering for the human body.
- B. Partial nudity means exposure of the female breast or breasts or the exposure of the male or female pubic area or buttocks.

(4) The operation of a massage business shall not be allowed in, or or about the leased premises.

(5) Disscrimination on account of race, color, sex, age, regligion, handicap or national origin, directly or indirectly, in employment or in the use of or admission to the leased premises is prohibited.

(6) CHAMBER shall not pay less than the minimum wage required by Federal and State statutes and City ordinances to persons employed in its operations hereunder.

(7) CHAMBER agrees, upon provisions by CITY of notice to CHAMBER of any employee in CHAMBER's operations that may be reasonably deemed to be discourteous or objectionable or rude, to take immediate appropriate remedial action, including but not limited to, removal of said employee from employment on the leased premises.

Article XVI.  
SUBORDINATION TO SCHEDULED EVENTS

16.1 CHAMBER acknowledges and agrees that CITY will from time to time accommodate various functions or events that may require temporary street closures, controlled or limited access to the leased premises and/or temporary closure of access or temporary closure of the leased premises. CHAMBER expressly recognizes that any such determination or requirement by the CITY is superior to any right, privilege or leasehold interest granted CHAMBER under this Lease Agreement and CHAMBER hereby agrees to cooperate fully with CITY upon notification. CHAMBER further waives any and all claims for damages, including but not limited to, loss of business, which CHAMBER may suffer as a result of any such requirement by CITY.

Article XVII.  
UTILITIES

17.1 CHAMBER shall provide for and pay directly to the utility companies, all utility company connection charges, including meters, if any, and all charges incurred for heat, gas, electricity, water, sewer, telephone, cable TV, or any other utility services used in or on the leased premises and CHAMBER shall furnish all electric light bulbs and tubes. CHAMBER shall not install any electrical or other equipment that overloads or clogs the utility lines serving the leased or adjacent premises. CITY shall not be liable to CHAMBER in damages or otherwise if said services are interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of CITY.

17.2 CHAMBER agrees to continue to use the current Chilled Water System and pay their proportionate share of costs thereof, including operation, maintenance, and, if necessary, a meter. If such system is not currently used it is therefore required to be installed at CHAMBER's expense.

Article XVIII.  
ACCESS TO PREMISES

18.1 CHAMBER agrees that CITY, its agents, employees or servants, or any person authorized by CITY, may enter the leased premises for the

purpose of: (a) inspecting the condition of same; (b) making such repairs, additions, alterations or improvements thereto, or to the building of which they are a part, as CITY may elect or be required to make; (c) exhibiting the same to prospective purchasers of the building in which the leased premises are contained; and (d) placing notices, during the last sixty (60) days of the term hereof, or if this Lease Agreement shall have been extended, during the last sixty (60) days of the latest extension thereof, in and upon said premises at such places as may be determined by CITY and exhibiting said premises to prospective tenants during said sixty (60) day period(s). CHAMBER agrees that neither CHAMBER nor any person within CHAMBER's control will interfere with such notices or exhibitings.

Article XIX.  
INSURANCE

19.1 CHAMBER shall maintain, with respect to the leased premises, from the execution date of this Lease Agreement and for the duration of this Lease Agreement and any extensions thereof, insurance, with companies qualified to do business in the State of Texas, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
A. <u>Worker's Compensation and Employer's Liability</u>	Statutory \$100,000-- each occurrence
B. <u>Commercial General (Public) Liability--to include (but not limited to) the following:</u>	Combined Single Limit --for Bodily Injury and Property Damage: \$500,000 (or its equivalent)
1. Premises/Operations	
2. Independent Contractors	
3. Personal Injury	
4. Products/Completed Operations	
5. Contractual Liability	
6. Non-owned Automobile	
7. Liquor Legal Liability	
C. <u>Plate Glass Coverage for Leased Premises--</u>	Replacement Cost Insurance Coverage
D. <u>Property Insurance--for physical damage to the property of CHAMBER, as Tenant, including improvements and betterments to the leased premises; such coverage to include protection for sprinkler leakage</u>	Eighty Percent (80%) of Replacement Cost Insurance Coverage

E. Builder's Risk Insurance  
during any construction  
phase of the contract

Amounts acceptable to CITY's  
Risk Manager or his  
successor

19.2 CHAMBER agrees that with respect to the above required insurances, that CITY shall:

- A. Be named as additional insured/or an insured, as their interest may appear.
- B. Be provided with a Waiver of Subrogation, but only as to Workers Compensation and Employer's Liability.
- C. Be provided with thirty (30) days advance notice, in writing, of cancellation or material change.
- D. Be provided with Certificates of Insurance evidencing the above required insurances, prior to the execution of this Lease Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

Said Notices and Certificates of Insurance shall be provided to:

CITY CLERK--CITY OF SAN ANTONIO  
P. O. Box 839966  
San Antonio, Texas 78283-3966

19.3 CITY shall review CHAMBER's required insurance as stated herein at the time of renewal of the said policies and/or at the time of a material change and CITY reserves the right to require reasonable additional limits and/or coverages based on the amendments made by CHAMBER. CHAMBER agrees to comply with any such request by CITY.

19.4 CITY, its agents or employees shall not be liable, and CHAMBER waives all claims for any damage to persons or property sustained by CHAMBER or any person claiming through CHAMBER, which may occur on the leased premises, or for the loss of or damage to any property of CHAMBER or of others by theft or otherwise, whether caused by other persons or in the leased premises, occupants of adjacent property, or the public. CHAMBER shall save and hold harmless CITY from any claims arising out of damage to CHAMBER's property or damage to CHAMBER's business, including subrogation claims by CHAMBER's insurers.

Article XX.  
INDEMNIFICATION

20.1 CHAMBER shall indemnify, defend and hold harmless CITY, and the agents, employees, officers and directors of CITY from any and all claims, liens, damages, expenses, fees, fines, penalties, proceedings, actions, demands and suits made upon CITY arising out of, resulting from, or related to CHAMBER's activities under this Lease Agreement, including any acts or omissions of CHAMBER, any employee, contractor or subcontractor of CHAMBER and CHAMBER's officers, agents, employees, and representatives while in the exercise of performance of the rights or duties under this Lease Agreement and such indemnity shall apply even where any such claims, losses, damages, causes of actions, suits, or liability arise in any part from the negligence of CITY. It is the express intention of CITY and CHAMBER that the indemnity provided for in this paragraph is indemnity by CHAMBER to indemnify and protect CITY from the consequences of CITY's own negligence, excluding only where the cause of the injury, death or damage was CITY's sole active negligence. CHAMBER shall promptly advise CITY in writing of any claim or demand against CHAMBER or CITY known to CHAMBER related to or arising out of CHAMBER's activities under this Lease Agreement and shall see to the investigation of and defense of such claim or demand at CHAMBER's sole cost, including all attorney's fees and court costs.

Article XXI.  
ACTS OF OTHER PERSONS

21.1 All personal property in or on the leased premises shall be there at the sole risk of CHAMBER. CITY shall not be liable to CHAMBER or to any other person for any damage to property of CHAMBER or of others located in or upon the leased premises, nor for the loss of or damage to any property of CHAMBER or of others by theft or otherwise. CITY shall not be liable for any damage either to the person or property sustained by CHAMBER or other persons due to the building or any part or appurtenance thereof becoming out of repair or arising from bursting or leaking of water, gas, waste or steam pipes, or defective wiring or excessive or deficient electrical current, or from any act or omission of CHAMBER's employees, or any other persons, or due to the happening of any accident in or about said building.

Article XXII.  
ASSIGNMENT AND SUBLET

22.1 CHAMBER shall not transfer, assign, or sublet this Lease Agreement or the CHAMBER's interest in and to the leased premises or any part thereof, to any other party, whether for the same use or for any other use than as set forth in Section 2.1 hereof without first procuring the written consent of the CITY.

22.2 Any attempt at transfer, assignment, or subletting, without the CITY's written consent shall be void and confer no rights upon any third person, but shall constitute an act of default by CHAMBER,

whereupon CITY, at its option, may terminate this Lease.

22.3 CHAMBER shall give CITY sixty (60) days' prior written notice that it proposes to enter into an assignment or sublease of this Lease Agreement, which notice shall include the material terms (including the identity of and reasonable financial history and data concerning the proposed assignee or sublessee) of said proposed assignment or sublease or of any possible change in use.

22.4 The consent by CITY to any transfer, assignment, or subletting shall not constitute a waiver of the necessity for such consent to any subsequent attempted transfer, assignment, or subletting.

22.5 Each transfer, assignment, or subletting, to which there has been consent shall be by instrument in writing, in form satisfactory to CITY, and shall be executed by the transferor, assignor, or sublessor, and the transferee, assignee, or sublessee shall agree in writing for the benefit of the CITY to assume to be bound by, and to perform the terms, covenants, and conditions of this Lease Agreement to be done, kept, and performed by CHAMBER. One executed copy of such written instrument shall be delivered to the CITY. Failure to first obtain in writing CITY's consent or failure to comply with the provisions of this Article shall operate to prevent any such transfer, assignment, or subletting from becoming effective.

22.6 CHAMBER acknowledges and agrees that it shall remain fully and primarily liable under this Lease Agreement, notwithstanding any assignment or sublease and acknowledges and agrees that each assignee or sublessee shall be required to attorn to CITY (by instrument reasonably satisfactory to CITY) under the terms of this Lease Agreement.

Article XXIII.  
FIRE AND OTHER DAMAGE

23.1 In the event that the CHAMBER improvements on the leased premises that is, the CHAMBER's building or buildings, shall be partially damaged by fire or other casualty, CHAMBER shall give immediate notice thereof to CITY and the same shall be repaired at the expense of CHAMBER, without unreasonable delay, unless CHAMBER and CITY, in their joint judgment, determine that the damage is so extensive that repair or rebuilding is not feasible. In the event that the building (or buildings) is damaged by fire or other casualty to such an extent as to render it, in the joint judgment of both parties, not necessary to rebuild the same, then, at the option of the CITY, and upon notice to CHAMBER, this Lease Agreement shall cease and come to an end. If the parties cannot jointly agree on the feasibility of repair, rebuilding or extent of damage to render such rebuilding unnecessary then said parties agree to submit the determination to arbitration under Texas law. If the building or buildings are repaired or rebuilt after such extensive damage, or alternatively, arbitration, then this Lease Agreement will continue; otherwise, the Lease Agreement shall be

deemed cancelled and of no further force or effect.

23.2 CHAMBER's obligations to rebuild or repair under this Article XXIII. shall in any event consist of restoring the building or buildings on the leased premises to Class A office condition. Further, when CHAMBER undertakes to repair or rebuild the building or buildings on the leased premises as hereinbefore provided, then CHAMBER will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore said building or buildings, its signs, fixtures, furnishings, equipment and other items provided or installed by CHAMBER in or about the leased premises in a manner and to a condition at least equal to that which existed prior to its damage or destruction.

Article XXIV.  
EMINENT DOMAIN

24.1 In the event the entire leased premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease Agreement shall terminate and expire as of the date of such taking, and both CITY and CHAMBER shall thereupon be released from any liability thereafter accruing hereunder. In the event more than twenty-five percent (25%) of the square footage of the floor area of the leased premises is taken under the power of eminent domain by any public or quasi-public authority, or if by reason of any appropriation or taking, regardless of the amount so taken and the remainder of the leased premises is not practically usable for the purposes for which the leased premises were leased, then either CITY or CHAMBER shall have the right to terminate this Lease Agreement as of the date CHAMBER is required to vacate a portion of the leased premises so taken upon giving notice to the other in writing of such election within sixty (60) days after the date of such taking. In the event of such termination, both CITY and CHAMBER shall thereupon be released from any liability thereafter accruing hereunder.

24.2 If this Lease Agreement is terminated in either manner hereinabove provided, the CITY shall be entitled to the entire award or compensation from such proceedings, and CHAMBER hereby waives all claims to any condemnation award, but nothing herein shall be deemed to affect CHAMBER's right to receive compensation or damages for its building, other improvements, fixtures, personal property, and relocation expenses. All items of indebtedness, costs, and other charges for the last month of CHAMBER's occupancy shall be prorated, and CITY agrees to refund to CHAMBER any charges paid in advance, if applicable.

24.3 If both CITY and CHAMBER elect not to so terminate this Lease Agreement, CHAMBER shall remain in that portion of the leased premises which shall not have been appropriated or taken as herein provided, and CHAMBER, upon receiving a condemnation award, agrees, at CHAMBER's sole cost and expense, to, as soon as reasonably possible, restore the remaining portion of the building or buildings and other

improvements upon the leased premises to a Class A office building condition. For the purpose of this Article, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

Article XXV.  
DEFAULT AND REMEDIES

25.1 The following contingencies shall each be a condition of default:

- A. If CHAMBER shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on CHAMBER's part to be performed or any way observed and if such neglect or failure should continue for a period of thirty (30) days after receipt by CHAMBER of written notice of such neglect or failure or, if more than thirty (30) days shall be required because of the nature of the default, if CHAMBER shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default; unless other time periods for notice or cure are expressly set forth herein, which said other time periods shall apply and take precedence.
- B. If the estate hereby created shall be taken by execution or by other process of law; or
- C. The taking by a court of jurisdiction of CHAMBER and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act, insofar as the remedies enumerated herein for default are provided for or permitted in such code or act.
- D. If any court shall enter a final order with respect to CHAMBER, providing for modification or alteration of the rights of creditors; or
- E. If CHAMBER shall fail to make the repairs, modifications, and improvements called for in the time periods stated herein, and whether doing so or failing to do so, shall not reopen any portion of the premises for the conduct of CHAMBER business within thirty (30) days following the time period set forth in paragraph 6.3 for completion.

25.2 In the event any condition of default shall occur (notwithstanding any waiver, license or indulgence granted by CITY with respect to any condition of default in any form or instance), CITY shall then, or at any time thereafter, but prior to the removal of such condition of default, have the right, at its election, either (1) to terminate this Lease Agreement by giving at least thirty (30) days written notice to CHAMBER, at which time CHAMBER will then quit and surrender the leased premises to CITY, but CHAMBER shall remain liable

as provided under the Holdover Provision of Article XXVIII. for double rental for any time the CHAMBER occupies the leased premises after the thirty (30) day written notice, or, (2) to enter upon and take possession of the leased premises (or any part thereof in the name of the whole), without demand or notice, and repossess the Land as of the CITY's former estate, expelling CHAMBER and those claiming under CHAMBER, forcibly, if necessary, without prejudice to any remedy for arrears of indebtedness, costs of reletting, or other costs due hereunder, and other damage CITY may claim and without any liability to CHAMBER or those claiming under CHAMBER for such repossession. CITY may also record said Quitclaim Deed previously referred to herein and thereupon take possession of CHAMBER's building or buildings as part of either remedy hereunder.

25.3 CITY's repossession of the leased premises shall not be construed as an election to terminate this Lease Agreement nor shall it cause a forfeiture of any indebtednesses, costs, or other charges remaining to be paid during the balance of the term hereof, unless a written notice of such intention be given to CHAMBER by CITY. Notwithstanding any reletting without termination by CITY because of any default by CHAMBER, CITY may at any time after such reletting, elect to terminate this Lease Agreement for any such default.

25.4 Upon repossession, CITY shall have the right (at its election and whether or not this Lease Agreement shall be terminated) to relet the leased premises, including the building or buildings located thereon, or any part thereof for such period or periods (which may extend beyond the term of this Lease Agreement) at such rent or rents and upon such other terms and conditions as CITY may, in good faith, deem advisable, and in connection with any such reletting, CITY may make or cause to be made such repairs to the building(s) or other improvements on the leased premises as CITY shall, in good faith, deem advisable to bring the building(s) up to Class A office condition and the making of such repairs shall not release CHAMBER from liability hereunder. CITY shall in no event be liable and CHAMBER's liability shall not be affected or diminished in any way whatsoever for failure to relet the leased premises, or in the event the leased premises are relet, for failure to collect any rental under such reletting.

25.5 In the event that CITY shall elect to relet, then rentals received by CITY from such reletting shall be applied: First, to the payment of any indebtedness due hereunder from CHAMBER to CITY; Second, to the payment of any cost of such reletting; Third, to the payment of the cost of any repairs to the building(s) or other improvements on the leased premises to bring said building(s) up to Class A office condition, and the residue, if any, shall be held by CITY and applied in payment of any other future charges or costs as the same may become due and payable hereunder, by virtue of CHAMBER's default herein. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of CHAMBER's indebtedness, costs of reletting or other costs hereunder be less than the amount due for such indebtednesses or reletting or other costs, then CHAMBER shall pay such deficiency to CITY. Such deficiency shall be calculated and paid monthly, and, at CITY's option, be based on the fair market rental

determined by an appraisal made by CITY at such time. CHAMBER shall also pay to CITY, as soon as ascertained, any costs and expenses incurred by CITY in such reletting or in making such repairs as are necessary to bring the building(s) up to Class A office condition which said reletting or repairs are not covered by the rentals received from such reletting of the leased premises.

25.6 If CITY shall terminate this Lease Agreement or take possession of the leased premises by reason of a condition of default, CHAMBER, and those holding under CHAMBER, shall forthwith remove their goods and effects from the leased premises. If CHAMBER or any such claimant shall fail to effect such removal forthwith, CITY may, without liability to CHAMBER or those claiming under CHAMBER, remove such goods and effects and may store the same for the account of CHAMBER or of the owner thereof at any place selected by CITY with all costs for said removal and storage to be borne by CHAMBER or at CITY's option, CITY may retain or dispose of CHAMBER's goods and effects at private or public sale, without notice, unless required by statute, and without liability to CHAMBER or those claiming under CHAMBER. Any goods or effects left on the leased premises for a period in excess of sixty (60) days after such termination or taking of possession by CITY shall be deemed abandoned by CHAMBER or any other claimant and may be so removed and sold by CITY in accordance with the terms of this section.

25.7 If CITY shall enter into and repossess the leased premises for reason of the default of CHAMBER in the performance of any of the terms, covenants or conditions herein contained, then and in that event CHAMBER hereby covenants and agrees that CHAMBER will not claim the right to redeem or reenter the said premises to restore the operation of this Lease Agreement and CHAMBER hereby waives the right to such redemption and reentrance under any present or future law.

25.8 All rights and remedies of CITY herein created or otherwise existing at law are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.

25.9 The words "reenter" and "reentry" as used in this Lease Agreement are not restricted to their technical legal meaning.

25.10 If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby CHAMBER shall be permitted to retain possession of said premises, then such proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof or of this Lease Agreement.

25.11 Any amount paid or expense or liability incurred by CITY for the account of CHAMBER may be deemed to be considered "rent" and the same may, at the option of CITY, be added to any rent then due or thereafter falling due hereunder.

Article XXVI.  
NON-WAIVER

26.1 Neither the acceptance of the completion of CHAMBER's Work called for hereunder, nor the performance of any obligation by CHAMBER herein shall be deemed to be a waiver by CITY of any rights hereunder after CHAMBER fails to cure a default.

Article XXVII.  
LIMITATION OF WAIVER

27.1 No consent, approval or waiver by CITY, express or implied to or of any act, or to or of any breach of any covenant, condition or duty of CHAMBER on any occasion shall be construed as a consent, approval or waiver to or of any other act or any other breach of the same covenant, condition or duty on any other occasion, or to or of any other act or any breach of any other covenant, condition or duty of the same occasion.

Article XXVIII.  
HOLDING OVER

28.1 It is agreed and understood that any holding over by CHAMBER after the termination of this Lease Agreement shall not renew and extend same but shall operate and be construed as a tenancy from month to month and CHAMBER agrees to pay to CITY as rent for said premises an amount equal to double the amount of fair market rental, determined by an appraisal done by CITY at such time of holding over. CHAMBER shall be liable to CITY for all loss or damage on account of any such holding over after the termination of this Lease Agreement, whether such loss or damage may be contemplated at this time or not.

Article XXIX.  
NOTICES

29.1 Any notice hereunder shall be in writing and shall be deemed duly served if mailed by certified or registered mail, return receipt requested, addressed to the Party and at the address designated beneath the signature line for same or at the place or places from time to time established for payment of rent or the sending of notices.

Article XXX.  
QUIET ENJOYMENT

30.1 If CHAMBER shall complete construction of CHAMBER's Work and pay any and all charges as herein provided and observe and perform the other terms, covenants and conditions on CHAMBER's part to be observed or performed, CHAMBER shall peaceably and quietly have, hold and enjoy the leased premises and CHAMBER's other rights of the lease without hindrance or molestation by any person or persons lawfully claiming by,

through or under CITY, subject however, to the terms of this Lease Agreement.

Article XXXI.  
MISCELLANEOUS

31.1 The word "CHAMBER" shall refer to the Ground Lessee herein and the pronouns referring thereto shall mean, where the context so admits or requires, the person, named herein CHAMBER; and if there is more than one Ground Lessee, the covenants of CHAMBER shall be joint and severable obligations of each of them, and if CHAMBER is a partnership, the covenants of CHAMBER shall be the joint and severable obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural number and in such gender as the context may require.

31.2 Whenever the word, "CITY" is used herein, it shall mean the CITY OF SAN ANTONIO, as Ground Lessor herein, provided, however, that where the word, as used, denotes action authority, same shall mean the City Manager or his designee, so designated in writing. CHAMBER is fully responsible, pecuniarily and in all other respects, for acts or omissions on its part that are not properly authorized pursuant to the provisions herein.

31.3 All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective legal representatives, successors and assigns; it being understood and agreed, however, that the provisions of Article XXII. hereof are in no way impaired by this Article.

31.4 In the event of any sale or exchange of the leased premises by CITY, CITY shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease Agreement arising out of any act, occurrence, or omission relating to the leased premises or this Lease Agreement occurring after the consummation of such sale or exchange.

31.5 Upon written request of the CITY, or any mortgagee or beneficiary of CITY, CHAMBER will, in writing, subordinate its rights hereunder to the interest of any ground lessor of the land upon which the leased premises are situated and to the lien of any mortgage or deed of trust, now or hereafter in force against the land and building of which the leased premises are a part, and upon any building hereafter placed upon the land of which the leased premises are a part and to all advances made or hereafter to be made upon the security thereof. In consideration of CHAMBER's agreement to subordinate its said interest, CITY agrees to furnish to CHAMBER a nondisturbance agreement in the usual and customary form executed by the mortgagee or beneficiary, as the case may be.

31.6 In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or

deed of trust made by CITY covering the leased premises, CHAMBER shall attorn to the purchaser upon any such sale and recognize such sale and recognize such purchaser as the Landlord, that is, Ground Lessor, under this Lease Agreement provided said purchaser recognizes CHAMBER's rights as Ground Lessee under this Lease Agreement.

31.7 The parties hereto agree that it is their intention hereby to create only the relationship of Landlord and Tenant, that is, Ground Lessor and Ground Lessee, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture of enterprise between the parties hereto.

31.8 This Lease Agreement may be executed in duplicate originals, each of which shall be considered an original for all purposes.

Article XXXII.  
ATTORNEY'S FEES

32.1 In the event that at any time during the term of this Lease Agreement CITY shall institute any action or proceeding against CHAMBER relating to the provisions of this Lease Agreement, or any default hereunder, then, and in that event, if the CITY is the successful party in such action or proceeding, CHAMBER agrees to reimburse the CITY for the reasonable expenses of attorney's fees and related costs and disbursements incurred therein by the CITY.

Article XXXIII.  
CONFLICT OF INTEREST

33.1 CHAMBER acknowledges that it is informed that Texas law prohibits contracts between the CITY OF SAN ANTONIO and its "officers" and/or "employees," and that the prohibition extends to an officer and/or employee of the CITY OF SAN ANTONIO agencies such as City-owned utilities and certain boards and commissions of the CITY OF SAN ANTONIO, and to contracts with any partnership, corporation or other organization in which the officer and/or employee has an interest. CHAMBER certifies (and this Lease Agreement is made in reliance thereon) that neither it nor any person having an interest in this Lease Agreement is an officer or employee of the CITY OF SAN ANTONIO or any of its agencies.

Article XXXIV.  
CAPTIONS

34.1 The captions securing this Lease Agreement are for the purposes of easy reference and shall not be considered a part of this Lease Agreement or in any way modify, amend, or affect the provisions hereof.

Article XXXV.  
CONSTRUCTION/INTERPRETATION

35.1 This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. The parties hereto further agree that any court of proper jurisdiction sitting in San Antonio, Bexar County, Texas, shall be the proper forum for any actions brought hereunder.

35.2 If one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein and a similar provision which is valid, legal, and enforceable shall be substituted therefor, as agreed upon by the parties hereto.

Article XXXVI.  
ENTIRE AGREEMENT

36.1 It is understood and agreed that this instrument contains the entire agreement between the parties hereto and shall not be modified or amended in any manner except by instrument in writing executed by the parties hereto. It is further understood and agreed by CHAMBER that CITY and CITY's agents have made no representations or promises with respect to the leased premises or the making or entry into this Lease Agreement, except as in this Lease Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by CHAMBER against CITY for, and CITY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Lease Agreement, any other written or parol agreement with CITY being expressly waived by CHAMBER, it being understood that the Charter of the CITY requires all agreements with the CITY to be in writing and adopted by an ordinance.

The parties hereto acknowledge that they have thoroughly read this Lease Agreement, including any exhibits or attachments hereto, and have sought and received whatsoever competent advice and counsel was necessary for them to form a full and complete understanding of their rights and obligations herein.

XXXVII.  
AUTHORITY

37.1 The signer of this Ground Lease Agreement for CHAMBER hereby represents and warrants that he or she has full authority to execute this Ground Lease Agreement on behalf of CHAMBER.

WITNESS, by the signatures of the parties hereto, this agreement is being executed in duplicate originals, this 25th day of July, 1988.

CITY:

CITY OF SAN ANTONIO

ATTEST:

Tommy J. Rodriguez  
BY: City Clerk

Roberto Bono  
BY: CITY MANAGER

Address: P. O. Box 839966  
San Antonio, Texas 78283-3966  
ATTN: David Garcia,  
Special Projects Manager

CHAMBER:

GREATER SAN ANTONIO CHAMBER  
OF COMMERCE

ATTEST:

BY: \_\_\_\_\_

Joseph Guine  
BY: , President

Mailing Address:  
P. O. Box 1628  
San Antonio, Texas 78296

Street Address:  
Headquarters  
602 East Commerce Street  
San Antonio, Texas 78205

CITY OF SAN ANTONIO

06-01-01

Interdepartment Correspondence Sheet

38

TO: The Mayor and City Council through the City Manager's Office  
FROM: Warner F. Fassnidge, Assistant City Attorney, Real Estate Section  
COPIES TO: Ron Darner, Director of Parks and Recreation  
SUBJECT: Lease Request

Date July 12, 1988

Summary and Recommendation:

A request has been received from the Greater San Antonio Chamber of Commerce for a new Ground Lease Agreement to replace an existing lease entered into in 1967 in connection with Hemisfair.

This Ordinance releases an existing lease approved in 1967 with the Greater San Antonio Chamber of Commerce for the Chamber's building and approves the execution of a new Ground Lease Agreement with the organization for the property, including the adjoining parking lot and patios. Replacement of the existing lease, which has less than 5 years to run, with a new 25 year Ground Lease Agreement will enable the Chamber, as consideration for the grant of said Lease, to make badly needed improvements of \$250,000 or more to their building to place it in Class A office building condition. Upon termination of the Lease, a quitclaim deed, to be held in escrow, will transfer all the improvements to the City of San Antonio.

It is recommended that this Ordinance be approved.

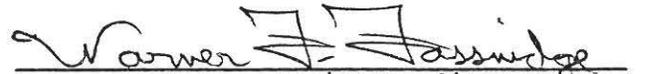
Policy Analysis:

Approval of this Ordinance would provide improvements to the Greater Chamber of Commerce Building, which would eventually become City property. The Chamber has been an invaluable aid in promoting San Antonio and instrumental in bringing new business to the City and supporting many City projects. This would be a gesture of thanks to the Chamber for their many successful efforts

Financial Impact:

No financial impact is involved.

Respectfully submitted,

  
Assistant City Attorney  
for Lloyd Garza, City Attorney

APPROVED:

  
Louis J. Fox  
City Manager

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO <i>Book</i> <b>Request for Ordinance/Resolution</b> <i>H. Garza</i>	For CMO use only	
Approval			Date Considered	
Finance	Budget		Consent <input type="checkbox"/>	Individual <input checked="" type="checkbox"/>
Legal	Coordinator <i>WOB</i>	Item No. <i>38</i>	Ord. No.	

Date: July 12, 1988	Department: Legal	Contact Person/Phone # Warner Fassnidge / 8954
Date Council Consideration Requested: July 14, 1988	Deadline for Action: July 14, 1988	Dept. Head Signature: <i>Tom Finlay</i> (for Lloyd Garza, City Attorney)

**SUMMARY OF ORDINANCE**

This Ordinance releases an existing lease approved in 1967 with the Greater San Antonio Chamber of Commerce for the Chamber's building and approves the execution of a new Ground Lease Agreement with the organization for the property, including the adjoining parking lot and patios. Replacement of the existing lease, which has less than 5 years to run, with a new 25 year Ground Lease Agreement will enable the Chamber, as consideration for the grant of said Lease, to make badly needed improvements of \$250,000 or more to their building to place it in Class A office condition. Upon termination of the Lease, a quitclaim deed, to be held in escrow, will transfer all the improvements to the City of San Antonio.

It is recommended that this Ordinance be approved.

Council Memorandum Must Be Attached To Original

Other Depts., Boards, Committees Involved (please specify):  
Parks and Recreation (Ron Darner)

Contract signed by other party  
Yes  No

FISCAL DATA (If Applicable)	Budgetary Implications
Fund No. <u>n/a</u> Amt. Expended _____	Funds/Staffing Budgeted Yes <input type="checkbox"/> No <input type="checkbox"/>
Activity No. _____ SID No. _____	Positions Currently Authorized _____
Index Code _____ Project No. _____	Impact on future O & M _____
Object Code _____	If positions added, specify class and no. _____ _____ _____

Comments:

RECEIVED  
 CITY OF SAN ANTONIO  
 CITY CLERK  
 1988 JUL 13 PM 12:53

Coordinator — White  
 Legal — Green  
 Budget — Canary  
 Finance — Pink  
 Originator — Gold

THE STATE OF TEXAS  
COUNTY OF BEXAR  
CITY OF SAN ANTONIO

I, Robert S. Thompson as a member of the City Council  
make this affidavit and hereby on oath state the following: I, and/or a person or persons  
related to me, have substantial interest in a business entity that would be peculiarly  
affected by a vote or decision of the \_\_\_\_\_ as those terms  
are defined in Article 988b, V.T.C.S.

The business entity is \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (have/has) a substantial interest in this business  
entity for the following reasons: (check all which are applicable).

- Ownership of 10% or more of the voting or shares of the business entity.
- Ownership of \$2,500 or more of the fair market value of the business entity.
- Funds received from the business entity exceed 10% of \_\_\_\_\_ income for  
the previous year.
- Real property is involved and \_\_\_\_\_ have an equitable or legal ownership  
with a fair market value of at least \$2,500.
- A relative of mine has a substantial interest in the business entity or  
property that would be affected by a decision of the public body of which  
I am a member.

Upon filing of this affidavit with the \_\_\_\_\_, I affirm that  
I will abstain from voting on any decision involving this business entity and from  
any further participation on this matter whatsoever.

Signed this 14<sup>th</sup> day of July, 1988

Robert S. Thompson  
Signature of official  
City Council  
Title

BEFORE ME, the undersigned authority, this day personally appeared Robert S. Thompson  
and on oath stated that the facts hereinabove stated are true to the best of his  
knowledge or belief.

Sworn to and subscribed before me on this 15<sup>th</sup> day of July, 1988

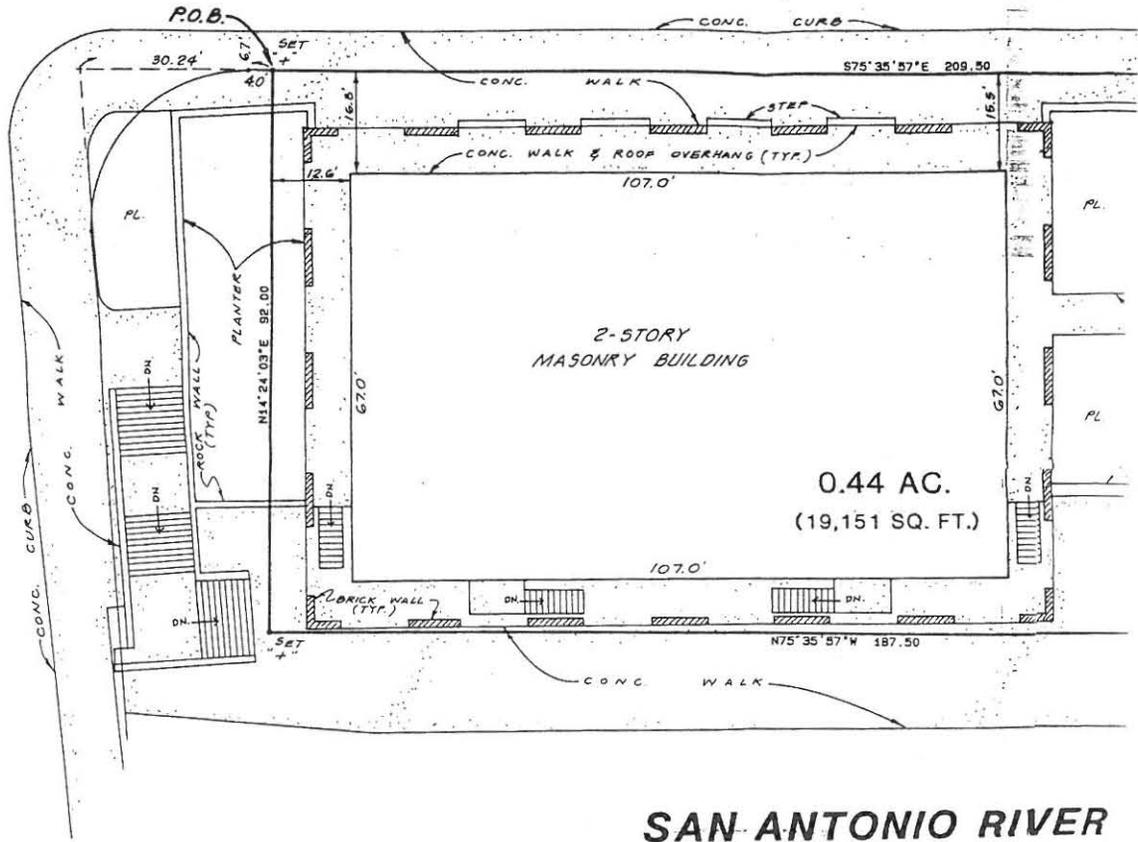
Norma S. Rodriguez  
Notary Public in and for the  
State of Texas

My commission expires:  
2-28-89



EAST COMMERCE ST. R.O.W. VARIES

SOUTH ALAMO ST. R.O.W. VARIES



STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION; THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THE PLAT; THAT THE EASEMENTS OR RIGHTS-OF-WAY SHOWN HEREON WERE DETERMINED EITHER FROM VISUAL OBSERVATION OR FROM MATTERS OF RECORD OF WHICH THE UNDERSIGNED HAS KNOWLEDGE.

THIS 21<sup>st</sup> DAY OF APRIL, 1988 A.D.

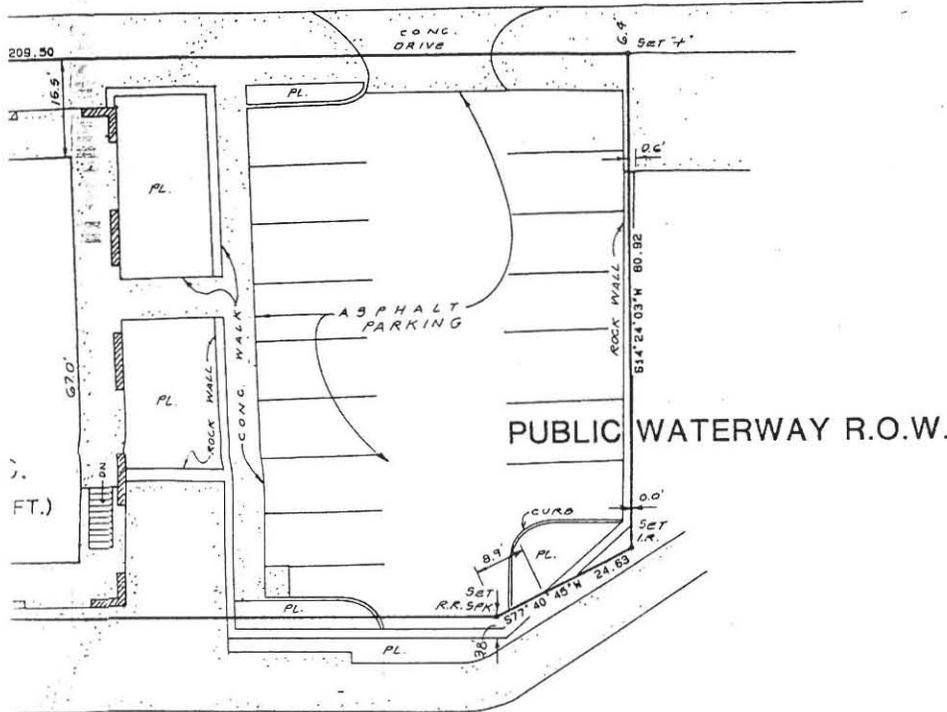
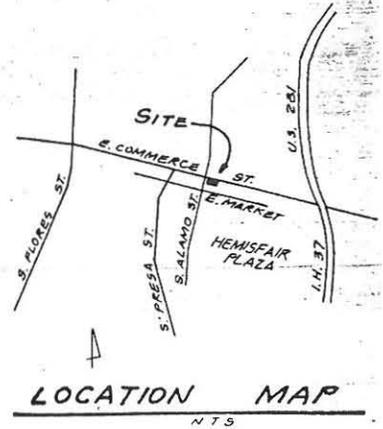
*Eduardo J. Descamps*  
EDUARDO J. DESCAMPS, R.P.S.  
REGISTERED PUBLIC SURVEYOR NO. 3180



THESE FIELD NOTES AND PLAT WERE PREPARED FROM A FIELD SURVEY WITHOUT THE BENEFIT OF A "TITLE COMMITMENT" AND SHOWS EASEMENTS AND OTHER MATTERS AFFECTING THIS PROPERTY THAT WERE VISIBLE ON THE GROUND, OR THE SURVEYOR WAS AWARE OF AT THE TIME OF THIS SURVEY AND MAY NOT SHOW ALL EASEMENTS AND OTHER MATTERS AFFECTING THIS PROPERTY.

REF.  
VOL. 9518, PG. 123 (PLAT)

W. VARIES



Scale: 1" = 20'

3 RIVER

PAPE-DAWSON ENGINEERS

### PROPERTY and IMPROVEMENT SURVEY of:

A 0.44 acre tract of land out of a 5.009 acre tract designated Public Waterway Right-of-Way according to plat known as Civic Center, Project No. 5, Tex. R-83, Urban Renewal Agency, City of San Antonio and recorded in Volume 9518, Page 123 of the Plat Records of Bexar County, Texas.

WERE PREPARED FROM A FIELD SURVEY AND ARE NOT TO BE CONSIDERED AS A "TITLE COMMITMENT" AND DOES NOT AFFECT THIS PROPERTY UNLESS THE SURVEYOR HAS BEEN ADVISED AND HAS NOT SHOWN ALL AFFECTING THIS PROPERTY.

3 (PLAT)

EXHIBIT "A"

BY: GAG

JOB NO. 9055.88.02

EXHIBIT B  
ESTABLISHMENT OF TERM

1. The Commencement Date of the Lease is hereby agreed to be the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_.
2. The Expiration Date of the Primary term of the Lease is hereby agreed to be the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_.

AGREED and EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_.

CITY:

CHAMBER:

BY: \_\_\_\_\_  
CITY MANAGER

BY: \_\_\_\_\_  
GREATER SAN ANTONIO CHAMBER OF  
COMMERCE

ACKNOWLEDGMENT

State of Texas }  
County of Bexar }

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ City Manager of the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT

State of Texas }  
County Bexar }

This instrument was acknowledged before me on \_\_\_\_\_ of The  
by \_\_\_\_\_, \_\_\_\_\_ of The  
Greater San Antonio Chamber of Commerce, a Texas non-profit  
corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

ATTN: Warner F. Fassnidge  
Assistant City Attorney

EXHIBIT C

RE: GREATER SAN ANTONIO CHAMBER  
OF COMMERCE-Release of Lease  
portions of Lots A1, A2,  
A11, and A14; N.C.B. 872

RELEASE OF LEASE

THE STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF SAN ANTONIO, a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. 35467 passed and approved by its City Council on the 25th of May, 1967, as Landlord (hereafter "CITY") whose mailing address is P. O. Box 839966, San Antonio, Texas 78283-3966, entered into that certain Lease Agreement dated May 25, 1967, with THE GREATER SAN ANTONIO CHAMBER OF COMMERCE, then known as the SAN ANTONIO CHAMBER OF COMMERCE, as Tenant (hereafter "CHAMBER"), whose mailing address is P. O. Box 1628, San Antonio, Texas 78296, for the lease of the following described tract or parcel of land situated at the southeast corner of South Alamo Street and East Commerce Street in the City of San Antonio, Bexar County, Texas, to-wit:

A parcel of land being 0.440 acres of land out of portions of Lots A1, A2, A10, A11, and A14, N.C.B. 872 in the City of San Antonio, Bexar County, Texas, being more fully described by metes and bounds as follows:

Beginning at a point in the proposed South line of east Commerce Street, said point of beginning bears N 75° 14' 04" W, 810.7' from the intersection of the South line of East Commerce Street with the East line of Rusk Street and said point of beginning is the Northeast corner of the tract herein described;

Thence S 14° 24' 03" W 80.92', along a retaining wall and its line of extension, to an angle point in said retaining wall;

Thence S 77° 40' 45" W 24.63', along the continuation of said retaining wall to another angle point in said retaining wall;

Thence N 75° 35' 57" W 187.50', along the continuation of said retaining wall and its line of extension to a point in the Southwest corner of the tract herein described;

Thence N 14° 24' 03" E 92.00', to a point in the Northwest corner of the tract herein described;

Thence S 75° 35' 57" E 209.50', to the point of beginning and containing 0.440 acres (19,151 sq. ft.) of land, more or less. (the

foregoing is from a metes and bounds description dated May 25, 1967 by Alvin L. Groves, P. E.); and

WHEREAS, the parties desire to release each other from the terms and conditions of said existing Lease Agreement, prior to the end of the original term set forth therein and to enter into a new Lease Agreement covering the same premises;

NOW THEREFORE, the parties hereby release and discharge each other, effective as of April 30, 1988 from the terms of that certain Lease Agreement dated May 25, 1967 by and between them, in consideration of:

1. The agreement by CHAMBER to expend a sum as specifically set forth in a new Lease Agreement for the repair, modification of and/or improvement of the building situated upon the premises, in lieu of rent; and
2. The agreement by CHAMBER to pay to CITY the rental set forth in said new Lease Agreement.
3. The agreement by CITY to enter into a new Lease Agreement with CHAMBER for a period of twenty-five (25) years beginning May 1, 1988 and ending on April 30, 2013; covering the premises legally described as a parcel of land being 0.440 acres of land out of portions of Lots A1, A2, A10, A11, and A14, N.C.B. 872 in the City of San Antonio, Bexar County, Texas, being more fully described by metes and bounds in said new Lease Agreement and the improvements located thereon.
4. The agreement by CHAMBER to quitclaim and release unto CITY any and all right, title and interest CHAMBER may have in the building and other improvements now existing on the premises or to be constructed thereon hereafter by executing a Quitclaim Deed to be placed in escrow at a title company agreed upon by CITY and CHAMBER.

All of the terms and conditions herein contained shall be binding on and inure to the benefit of the parties and the respective legal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1988.

CITY OF SAN ANTONIO:

GREATER SAN ANTONIO CHAMBER OF  
COMMERCE

BY: \_\_\_\_\_ City Manager

BY: \_\_\_\_\_, President

STATE OF TEXAS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1988, by \_\_\_\_\_ City Manager on behalf of the CITY OF SAN ANTONIO, a municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires:  
\_\_\_\_\_

STATE OF TEXAS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1988, by \_\_\_\_\_ on behalf of the GREATER SAN ANTONIO CHAMBER OF COMMERCE.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires:  
\_\_\_\_\_

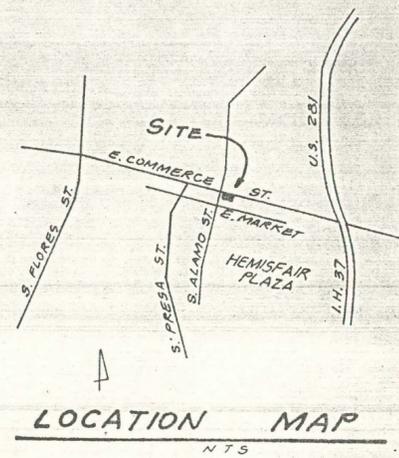
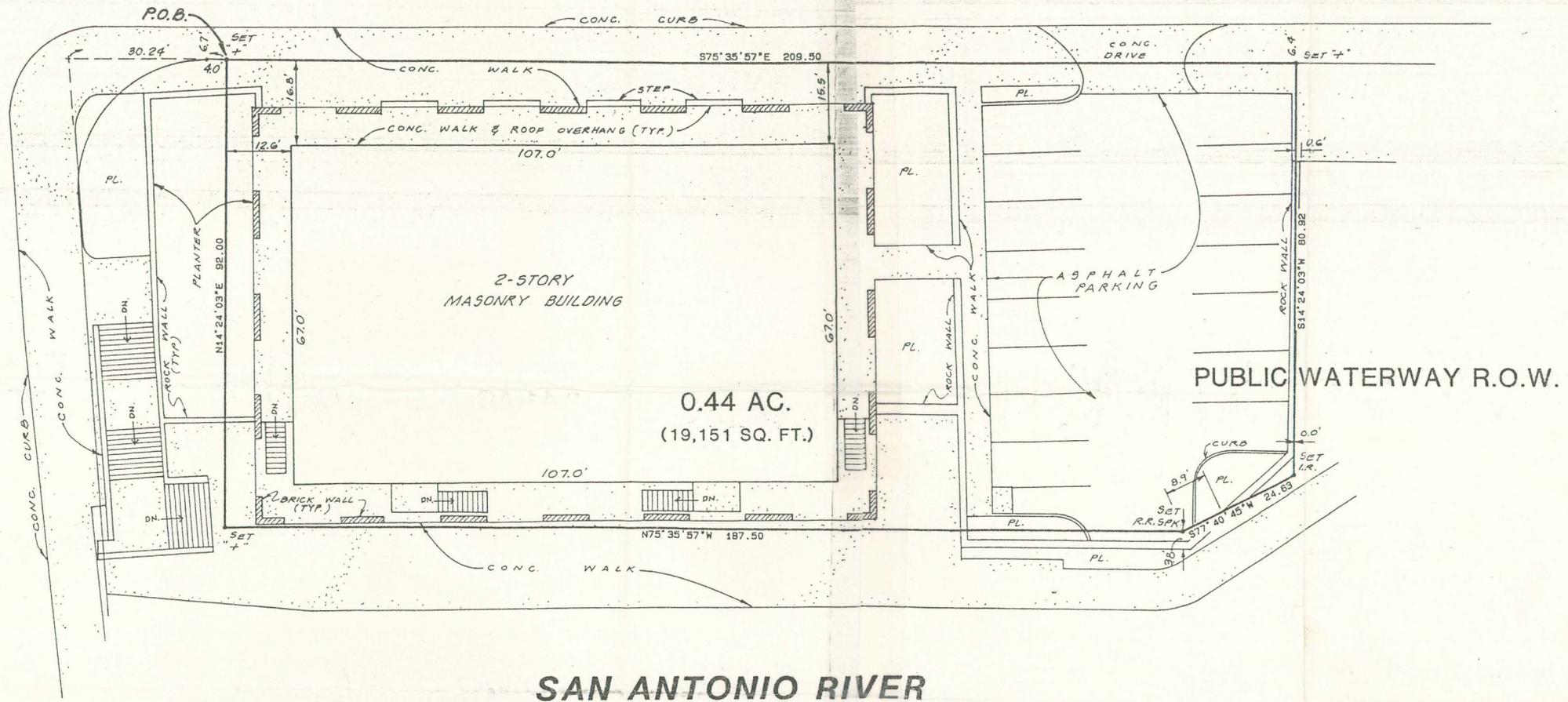
AFTER RECORDING, RETURN TO:  
  
CITY OF SAN ANTONIO  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
  
ATTN: Warner F. Fassnidge  
Assistant City Attorney

EXHIBIT D

SUMMARY AND EXPLANATION OF PLANS AND SPECIFICATIONS

EAST COMMERCE ST. R.O.W. VARIES

SOUTH ALAMO ST. R.O.W. VARIES



Scale: 1" = 20'

SAN ANTONIO RIVER

STATE OF TEXAS  
COUNTY OF BEXAR

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THIS 21<sup>st</sup> DAY OF APRIL, 1988 A.D.

*Eduardo J. Descamps*  
EDUARDO J. DESCAMPS, R.P.S.  
REGISTERED PUBLIC SURVEYOR NO. 3180



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REF.  
VOL. 9518, PG. 123 (PLAT)



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