

AN ORDINANCE

34784

AUTHORIZING THE CITY MANAGER TO EXECUTE A TWENTY-FIVE YEAR LEASE WITH THE URBAN RENEWAL AGENCY FOR THE USE OF CERTAIN PROPERTY IN CIVIC CENTER PROJECT TEX. R-83; ALSO AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN CONNECTION WITH THE AGENCY'S APPLICATION FOR DEFINITIVE LOAN FINANCING FROM THE FEDERAL GOVERNMENT AND TO COOPERATE IN OBTAINING THE SAME.

WHEREAS, there is presently in execution an Urban Renewal Project known as Civic Center Project Tex. R-83; and

WHEREAS, the Urban Renewal Agency has heretofore been requested by the City of San Antonio to enter into a long-term lease method of disposition of certain property within said project area and said Agency by Resolution dated August 30, 1966, has approved such a lease, subject to concurrence by the Department of Housing and Urban Development; and

WHEREAS, said Agency has determined that the amount of \$1,896,113.00 to be the capital value and option price of the property involved in accordance with the Urban Renewal Plan and that the annual proposed rental of \$146,760.00 is not less than the fair rental value of said property compared to other rates of rent applicable to the City of San Antonio for similar property; and

WHEREAS, the Agency intends in the future to obtain a definitive loan pursuant to the provisions of Federal regulations concerning said loans as administered by the Department of Housing and Urban Development; and

WHEREAS, it is imperative that the delivery of the property be made as soon as possible so that the City may commence construction on the permanent redevelopment of said project area for public purposes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO AS FOLLOWS:

1. The City Manager is hereby authorized to execute a lease agreement with the Urban Renewal Agency for a 25-year period for the use of certain land in Civic Center Project Tex. R-83 subject to concurrence by the Department of Housing and Urban Development.

2. Said lease agreement and the terms and conditions thereof are attached hereto and made a part hereof.

3. The City Manager is hereby further authorized to execute any and all documents required by the Urban Renewal Agency and the Department of Housing and Urban Development for approval of the attached lease agreement.

4. The City Manager is also authorized to execute any and all documents required in connection with the Agency's application for definitive loan financing in order to finance the capital value of the property leased in the agreement attached hereto and to cooperate and do all things necessary to assist in the obtaining of such financing.

PASSED and APPROVED this 1st day of September, 1966.

ATTEST:

W. M. M... ..
MAYOR

J. H. Inelmann
City Clerk

APPROVED AS TO FORM: *Sam S. Love*
City Attorney

APPROVED AS TO FUNDS: *[Signature]*
Director of Finance

A RESOLUTION

AUTHORIZING THE AGENCY'S CHAIRMAN TO EXECUTE A LONG TERM TWENTY-FIVE YEAR LEASE WITH THE CITY OF SAN ANTONIO FOR THE USE OF CERTAIN PROPERTY IN CIVIC CENTER PROJECT TEX. R-83; DETERMINING THE PROPOSED CAPITAL VALUE FOR SAID PROPERTY; DETERMINING ANNUAL RENT TO BE PAID BY THE CITY PURSUANT TO SUCH LEASE AGREEMENT; DETERMINING AN OPTION PRICE AT NOT LESS THAN THE FAIR VALUE OF THE PROPERTY ON THIS DATE; SUBJECT TO CONCURRENCE BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the agency pursuant to the objectives of the Texas Urban Renewal Law has undertaken a program for the clearance and reconstruction of slum and blighted areas in the City of San Antonio; and

WHEREAS, there is presently in execution an Urban Renewal Project known as Civic Center Project Tex. R-83; and

WHEREAS, the Agency has been requested by the City of San Antonio to enter into a long term lease method of disposition of certain property within said project area; and

WHEREAS, the agency intends in the future to obtain a definitive loan pursuant to the provisions of Federal regulations concerning said loans as administered by the Department of Housing and Urban Development; and

WHEREAS, it is imperative that the delivery of the property be made as soon as possible so that the City may commence construction on the permanent redevelopment of said project area for public purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY AS FOLLOWS:

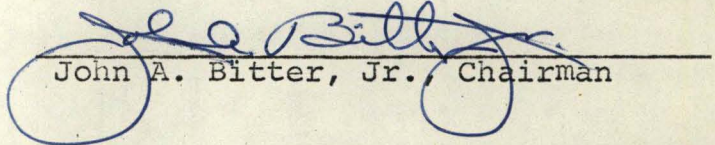
1. The Agency's chairman is hereby authorized to execute a lease agreement for a twenty-five year period for the use of land in Civic Center Project by the City of San Antonio subject to concurrence by the Department of Housing and Urban Development.
2. The Lease Agreement and the terms and conditions thereof are attached to and made a part hereof.
3. Pursuant to data presented to this Agency's governing body by qualified independent appraisers the following determinations are hereby made:
 - (1) The proposed capital value set forth in the Lease Agreement attached hereto in the amount of \$ 1,896,113.00 is not less than fair value for uses of the property in accordance with the Urban Renewal Plan;
 - (2) The annual rental set forth in the attached Lease Agreement is not less than the fair rental value of the property compared to other rates of rent applicable to the City of San Antonio for similar property;
 - (3) The option price provided for in the attached Lease Agreement in the amount of \$ 1,896,113.00 is not less than the fair value of the property leased as of the date of this resolution;

4. The Agency's chairman and secretary are hereby authorized to execute and affix their signature to any and all documents required by the Department of Housing and Urban Development for the approval of the attached Lease Agreement.

5. The Agency's chairman and its secretary are hereby authorized and directed to apply for approval by the Federal Government of definitive loan financing in order to finance the capital value of the property leased in the Agreement attached hereto and to do all things necessary as required by federal regulations to bring themselves within the provisions thereof and qualify for such financing.

6. All the actions taken herein are subject to concurrence by the Department of Housing and Urban Development.

PASSED AND APPROVED this 30th day of August, 1966.


John A. Bitter, Jr., Chairman

ATTEST:

s/ M. Winston Martin

M. Winston Martin, Secretary

Resolution No. 863

LEASE AGREEMENT FOR REDEVELOPMENT OF LAND

BY A PUBLIC BODY

STATE OF TEXAS I

COUNTY OF BEXAR I

This Lease Agreement (hereinafter called "Agreement") made on or as of the 1st day of August, 1966, by and between the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, a public body corporate and politic of the State of Texas, County of Bexar, hereinafter called "Agency", having its office at 418 South Laredo Street in the City of San Antonio, Bexar County, Texas, and the CITY OF SAN ANTONIO, a public body corporate and politic of the State of Texas, hereinafter called "Public Body", having its office at City Hall in the City of San Antonio, Bexar County, Texas,

W I T N E S S E T H :

WHEREAS, in furtherance of the objectives of the Texas Urban Renewal Law, Article 1269 L-3, V.A.C.S., the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of San Antonio, Texas, hereinafter called "City" and in this connection is engaged in carrying out an Urban Renewal Project known as "Civic Center Project, Tex. R-83" hereinafter called "Project" in an area (hereinafter called "Project Area") located in said City; and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the Agency an Urban Renewal Plan for the Project, said plan having been approved by the City Council of the City of San Antonio on August 27, 1964, by Ordinance No. 32738, which plan was amended by Ordinance No. 34746 August 18, 1966 and as it may hereafter be amended from time to time pursuant to law, and as so constituted from time to time, is, unless otherwise indicated by the context hereinafter called "Amended Urban Renewal Plan"; and a copy of the

Amended Urban Renewal Plan, as constituted on the date of the Agreement, has been filed in the Office of the City Clerk of the City of San Antonio located at City Hall, San Antonio, Texas; and

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan, and particularly to make land in the Project Area available (after acquisition and clearance by the Agency) for redevelopment by a public body for and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide, and have provided, substantial aid and assistance to the Agency through a Contract for Loan and Capital Grant dated the 10th day of November, 1964, in the case of the Federal Government, and Cooperation Agreements dated August 27, 1964 and July 7, 1966 in the case of the City; and

WHEREAS, said Cooperation Agreement of July 7, 1966 is still in full force and effect and provides for the purchase by a public body of all lands designated for public use within the Project Area; and

WHEREAS, the City desires to enter into a long term lease of said premises and cooperate with the Agency in order for Agency to secure the necessary definitive loan to finance the capital value of the leased premises over a 25 year period pursuant to policies and regulations established by the United States acting through its Department of Housing and Urban Development; and

WHEREAS, none of the provisions of this Lease Agreement will relieve the Public Body from being the ultimate redeveloper of all parcels designated for public use in the Project Area; and

WHEREAS, Public Body desires to use said premises for municipal public uses in connection with its Convention Center

being built and permanently redeveloped by Public Body on land purchased from the Agency within the Project Area within the provisions of the Amended Urban Renewal Plan; and

WHEREAS, the Agency has obtained lease rental data based upon a reuse marketability analysis prepared by Agency's appraisers to determine the fair lease rental value of the property desired by Public Body and has pursuant to the same appraisals obtained the capital value as of August 1, 1966 of the area to be leased; and

WHEREAS, Public Body and Agency desire to cooperate with each other in entering into a long term lease and definitive loan financing for the lease of property in the Project Area by Public Body within the provisions of and within the approval of the Federal Government and the regulations of its Department of Housing and Urban Development; and

WHEREAS, Public Body and the Agency have agreed upon a long term Lease Agreement as follows and under the following terms and conditions:

ARTICLE I. GENERAL TERMS OF LEASE OF PROPERTY

Section 1. Annual Rent. Subject to all the terms, covenants and conditions of the Agreement, the Agency will lease certain real property in the Project Area, more particularly described in Schedule A, attached hereto and made a part hereof (which property, as so described, is hereinafter called "The Property"), to the Public Body for, and the Public Body will lease the property and pay to the Agency therefor the amount of \$ 146,760.00 (hereinafter called "Annual Rent"), and such payment shall be made in cash, or by such check as shall be satisfactory to the Agency at the time and place provided herein.

Section 2. Method of Computing Annual Rent. Pursuant to regulations of the Department of Housing and Urban Development the annual rent set forth in paragraph 1. above has been computed

by determining the minimum amount necessary to pay the principal, interest and charges on a definitive loan to be secured by Agency in the future in an amount to finance the capital value of the leased premises over a 25 year period.

Section 3. Lease. The Agency shall lease to the Public Body upon payment of annual rent by the Public Body the property described herein subject to the following conditions, in addition to all other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, said Lease shall be subject to:

(a) Easements and Public Area showing the Urban Renewal Plan for the Project as being reserved for streets, sewers, drains, water, gas, electric, telephone installations and other public ways and facilities.

(b) Building and use restrictions for public use areas of the Project in the Amended Urban Renewal Plan.

(c) Provisions of subdivision plat for Project Area as finally approved by the Planning Commission of the City of San Antonio.

Section 3. Term of the Lease. This Lease shall be for a term of twenty-five (25) years commencing on August 1, 1966 and extending through July 31, 1991.

Section 4. Annual Rent Payment Procedures. The Public Body agrees to pay the annual rent in advance to Agency at its office at 418 South Laredo Street, San Antonio, Bexar County, Texas. Said annual rental shall be payable in advance during the period July 25 to July 31, 1966 and during said same period each year during the period of this Lease.

ARTICLE II. PREPARATION OF PROPERTY FOR USE BY PUBLIC BODY

Section 1. Preparation of Property. The Agency shall, prior to the conveyance of the Property and without expense to the Public Body, prepare the Property for redevelopment, which preparation shall consist of the following:

(a) The demolition and removal to grade of all existing buildings, structures, and obstructions on the Property, including the removal of any debris resulting from such demolition, provided, however, that Public Body reserves the right to request Agency to leave certain structures on the Property which have a historic value and will be preserved by Public Body in its ultimate permanent redevelopment of the Property or have temporary utility for Public Body during the Lease period;

(b) The removal of all paving, including curbs and gutters, sidewalks and utility lines, installations, facilities, and related equipment, within or on the Property which are to be eliminated or removed pursuant to the temporary use of the Property or pursuant to the Urban Renewal Plan;

(c) Such filling and grading and leveling of the land, but not including top soil or landscaping, as shall be necessary to make it ready for construction of the improvements to be made thereon, by the Public Body, it being intended that such filling, grading and leveling conform generally to the respective surface elevations set forth in the Urban Renewal Plan;

(d) The construction by the Agency of any street, public waterway, sidewalk, or other public work as provided by the Urban Renewal Plan;

(e) The filing and approval of a resubdivision plat for the Project Area with the cooperation of Public Body, said resubdivision plat to conform to the Redevelopment and Land Use Plan as provided in the Urban Renewal Plan.

Section 2. Other Action by Agency Relating to Preparation. The Agency shall, without expense to the Public Body and prior to the completion of the Improvements as hereinafter defined provide or cause to be provided the following:

(a) Basic utilities, including streets, water, gas

and electric lines, drainage facilities and the public water way as provided in the Urban Renewal Plan.

(b) The construction of the public waterway as shown in the Urban Renewal Plan, to commence no later than the 1st day of November, 1966, and to be completed no later than the 30th day of April, 1968.

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS ON LEASED PREMISES

Section 1. Construction Permitted. Public Body will be permitted the right to construct or to have constructed by any other public body, private corporation, whether profit or non-profit, company, group or individual, temporary or permanent structures on the Property as required by the Public Body for the permanent reuse of the premises for municipal purposes. Agency, however, reserves the right at the termination of this Agreement to require such structures to be removed, altered or demolished if they do not conform to the permanent redevelopment plan for the Project.

Section 2. Ownership of Improvements Constructed Subsequent to Lease Agreement. Public Body reserves ownership of any and all improvements, structures, both temporary and permanent, constructed on the Property subsequent to the date of this Agreement. This provision shall not preclude the exercise of Agency's right, however, to have said improvements removed or razed at the expiration of the Lease as provided for in the Section 1. next above.

Section 3. Access to Property. Prior to delivery of possession of the Property to the Public Body, the Agency shall permit the Public Body access thereto whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement; and, subsequent to such delivery, the Public Body shall permit access to the Property by the Agency and the City whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement.

ARTICLE IV. LAND USES

Section 1. Restrictions on Land Use. The Public Body agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof that the Public Body, and such successors and assigns, shall:

(a) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan, as the same may hereafter be amended from time to time; and

(b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

Section 2. Effect of Covenants; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in this Article IV. shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Agency, its Sublessees and assigns, the City, and the United States (in the case of the covenant provided in subdivision (b) of Section 1 of this Article IV.), against the Public Body, its Sublessees and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided (a) in subdivision (a) of Section 1 of this Article IV. shall remain in effect until December 31, 1991, (at which time such agreement and covenant shall terminate), and (b) in subdivision (b) of such Section 1 shall remain in effect without limitation as to time.

Section 3. Enforceability by Agency and United States. In amplification, and not in restriction, of the provisions of Section 2 of this Article IV., it is intended and agreed that the Agency shall be deemed a beneficiary of the agreements and covenants provided in Section 1 of this Article IV., and the United States shall be deemed a beneficiary of the covenant

provided in subdivision (b) of such Section 1, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Agency and the United States for the entire period during which such agreements and covenants shall be in force, without regard to whether the Agency or the United States is or has been an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right, in the event of any breach of the covenant provided in subdivision (b) of Section 1 of this Article IV., to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. CONDITIONS RESTRICTING SUBLEASE AND ASSIGNMENT

Section 1. Representation as to Permanent Redevelopment.

The Public Body represents and agrees that its lease of the Property shall be for the purpose of permanent redevelopment of the Property in accordance with the Urban Renewal Plan.

Section 2. Subleases and Assignments. Pu

Public Body shall have the right to sublease the Property subject to all the terms and conditions of this Agreement, to any other public body, private corporation, whether profit or non-profit, company, group or individual for temporary or permanent use of the Property in carrying out the permanent redevelopment of the property for purposes according to the redevelopment plan for said Project approval by the City of San Antonio. No assignment of this Lease, however, shall be made by Public Body without Agency approval.

ARTICLE VI. REMEDIES

Section 1. Notice of Default. In the event of any default under or breach of any of the terms or conditions of the Agreement by either party hereto, or any sublessee or assign of, or successor in interest to, the Property, such party or sublessee shall upon written notice from the other proceed to remedy or cure such default or breach within thirty (30) days after receipt of such notice. In case such action is not taken or diligently pursued or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach or to obtain damages therefor, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations.

Section 2. Termination by Public Body. In the event that the Agency does not tender lease of the Property or possession thereof in the manner and condition, and by the date, provided in the Agreement and any such failure shall not be cured within thirty (30) days after written demand by the Public Body, then the Agreement shall at the option of the Public Body be terminated, and neither the Agency nor the Public Body shall have any further rights against or liability to the other under the Agreement.

Section 3. Termination by Agency. In the event that prior to lease of the Property to the Public Body the Public Body does not pay the Annual Rental of the Property upon proper tender of possession by the Agency pursuant to the Agreement, then the Agreement and any rights of the Public Body or any sublessee or assign of the Public Body or transferee of the Property under the Agreement or arising therefrom, with respect to the Agency or the Property, shall at the option of

the Agency be terminated by the Agency. In such event, except for the right of the Agency to damages for such breach afforded by law, neither the Public Body (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under the Agreement.

Section 4. Delays Beyond Control of Parties. For the purposes of the Agreement, neither the Agency nor the Public Body, as the case may be, nor any successor of either of them shall be considered in breach of or in default under its obligations with respect to the preparation of the Property for redevelopment in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes; it being the purpose and intent of this provision that, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 5. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided

by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner of time thereof, or any obligation of the other party or any condition to its own obligation under the agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 1. Conflict of Interest. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in the agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Public Body or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Public Body or successor or on any obligations under the terms of the Agreement.

Section 2. Equal Opportunity in Construction Employment.

The Public Body, for itself, and its sublessees and assigns, agrees that it will include the following provisions of this Section 2 in every contract or purchase order which may hereafter be entered into between the Public Body and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965:

"Sec. _____. Equal Employment Opportunity.

During the performance of this contract, the Contractor agrees with the Public Body as follows:

"(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

"(b) The Contractor will, in all solicitations

or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided advising the said labor union or workers' representative of the Contractor's commitments under this Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development, pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(f) In the event of the Contractor's non-compliance with the nondiscrimination clauses of

this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The Contractor will include the provisions of Paragraphs (a) through (g) of this Section in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development the Contractor may request

the United States to enter into such litigation to protect the interests of the United States."

For the purpose of including such provisions in any construction contract or purchase order, as required by this Section 2, the term "Public Body" and the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order.

Section 3. Notice. A notice or communication under the Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

(a) in the case of a notice or communication to the Public Body, is addressed as follows: City Manager, City Hall, San Antonio, Texas, and

(b) in the case of a notice or communication to the Agency, is addressed as follows: Executive Director, Urban Renewal Agency, 418 South Laredo Street, San Antonio, Texas, or is addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched as provided in this Section.

Section 4. Condition of Structures on Premises. Public Body accepts all structures in their present condition and is aware and agrees that Agency is not obligated to make any repairs to any of said structures during the period of this Agreement.

Section 5. Non-Liability of Agency. This Agreement is made upon the express condition that Agency shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Public Body, its agents, employees, contractors, sub-contractors,

sub-lessees or any third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this Agreement or occasioned by any occupancy or use of said premises or any activity carried on by Public Body in connection therewith; and Public Body hereby covenants and agrees to indemnify and save harmless Agency from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of same.

Section 6. Purchase Option. Public Body shall have the option to purchase from Agency fee title to leased Property subject to following conditions:

(a) If no definitive loan financing is obtained by Agency then option may be exercised at any time by Public Body and the purchase price shall be the capital value of the Property as of the date of execution of this Agreement. Said amount is stipulated by parties hereto elsewhere in this Agreement.

(b) If definitive loan is obtained by Agency in connection with financing this Agreement then purchase option may not be exercised for ten (10) years after federally guaranteed bonds have been issued by Agency; and the purchase price to be paid by Public Body shall be the larger of:

(1) Capital value of leased premises;

(2) The amount required to redeem the definitive loan bonds that are outstanding when the option price is payable. This amount is the sum of the following:

(a) The amount required to pay the aggregate principal amount of the bonds outstanding at the time the purchase price is paid.

(b) The amount of interest payable on the outstanding bonds from the date the option price is paid to the earliest date on which the bonds can be called for redemption. (Federally guaranteed bonds sold in the private market ordinarily will not be callable for 10 years after the initial bond date.)

(c) The amount required to pay the call premium on the principal amount of the bonds outstanding on the date they are called.

(d) Related costs of redeeming the bonds, such as paying agent fees and advertising costs.

Section 7. Capital Value. Whenever the term capital value is used in this Lease, it shall constitute the amount of \$ 1,896,113. which is hereby determined to be the fair value of the Property at the time of execution of this Agreement based upon findings made in reuse appraisals obtained by independent appraiser retained by Agency for such purposes.

Section 8. Counterparts. The Agreement is executed in two counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

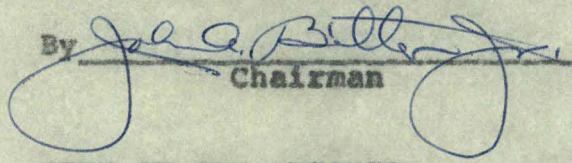
IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Public Body has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

ATTEST:



Secretary

URBAN RENEWAL AGENCY OF
THE CITY OF SAN ANTONIO

By 

Chairman

ATTEST:

CITY OF SAN ANTONIO

By _____

STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared JOHN A. BITTEN, JR. and M. WINSTON MARTIN, Chairman and Secretary respectively, of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, known to me to be the persons and officers whose name are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of AUGUST, 1966.

Jack W. Curington

Notary Public in and for
Bexar County, Texas

JACK W. CURINGTON
Notary Public, Bexar County, Texas

STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument as City Manager of the CITY OF SAN ANTONIO, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said CITY OF SAN ANTONIO.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this _____ day of _____, 1966.

Notary Public in and for
Bexar County, Texas

SCHEDULE A

THE PROPERTY

25 yr lease for property in Civic Center

DISTRIBUTION

DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
AVIATION DIRECTOR			
STINSON FIELD			
BUDGET			
CITY MANAGER			
ASST. CITY MGR.			
CITY PUBLIC SERVICE			
CITY WATER BOARD			
COMMERCIAL RECORDER			
FINANCE DIRECTOR		1	
ASSESSOR & COLL.			
CONTROLLER			
CORP. COURT			
INTERNAL AUDIT			
PROPERTY RECORDS			
PURCHASING			
FIRE CHIEF			
HEALTH DIRECTOR			
HOUSING & INSP. DIR.			
LEGAL			
BACK TAX ATTY.			
CONDEMNATION ATTY.			
LAND. DIV.			
LIBRARY DIRECTOR			
PARKS & REC. DIR.			
PERSONNEL DIRECTOR			
PLANNING DIRECTOR			
POLICE CHIEF			
PUBLIC INFORMATION			
PUBLIC WORKS DIR.			
ASST. DIRECTOR			
TRAFFIC & TRANSP. DIR.			
URBAN RENEWAL AGENCY		2	
OTHER:			

ITEM NO. H

661048

ROLL CALL VOTE

SEP 1 1966

MEETING OF THE CITY COUNCIL DATE: _____

MOTION BY: Mew SECONDED BY: Calder

ORD. NO. 34784 ZONING CASE _____

RESOL. _____ PETITION _____

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE No. 1, MAYOR		✓	
DR. HERBERT CALDERON PLACE No. 2		✓	
ROBERT C. JONES PLACE No. 3		✓	
S. H. JAMES PLACE No. 4		✓	
MRS. S. E. COCKRELL, JR. PLACE No. 5		✓	
JOHN GATTI PLACE No. 6, MAYOR PRO-TEM		✓	
FELIX B. TREVINO PLACE No. 7		✓	
GERALD PARKER PLACE No. 8		✓	
ROLAND C. BREMER PLACE No. 9		✓	

BRIEFED BY: Sully

ADDITIONAL INFORMATION:

REMARKS:

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