

AN ORDINANCE 2014 - 08 - 14 - 0575

**AUTHORIZING AN AMENDMENT TO THE LICENSE AGREEMENT  
WITH MTC REAL ESTATE LLC TO ADD A BALCONY  
ENCROACHMENT OVER CITY PROPERTY AT 106 PRODUCE ROW.**

\* \* \* \* \*

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

**SECTION 1.** The City Manager or her designee or the Director of the Center City Development Office or designee, severally, is authorized and directed to execute and deliver on behalf of the City an instrument amending a license agreement in substantially the same form attached as Attachment I, which is incorporated for all purposes as if fully set forth. The City Manager or other authorized party identified above should take all actions reasonably necessary or convenient to effectuate said license agreement amendment, including agreeing to non-material changes to the approved form and executing all necessary or convenient ancillary instruments and agreements.

**SECTION 2.** Funds generated by this ordinance will be deposited into Fund 29604001, Internal Order 228000000148 and General Ledger 4202410.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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

**PASSED AND APPROVED** this 14th day of August, 2014.





M A Y O R  
Ivy R. Taylor

Attest:

  
\_\_\_\_\_  
Leticia M. Vicek, City Clerk

Approved As To Form:

  
\_\_\_\_\_  
Robert F. Greenblum, City Attorney  


<b>Agenda Item:</b>	11 ( in consent vote: 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18 )						
<b>Date:</b>	08/14/2014						
<b>Time:</b>	11:53:42 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an amendment to the license agreement with MTC Real Estate LLC to add a balcony encroachment over City property at 106 Produce Row. [Ed Belmares, Assistant City Manager; Felix Padron, Culture and Creative Development]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy Taylor	Mayor		x				
Diego Bernal	District 1		x			x	
Keith Toney	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Mari Aguirre-Rodriguez	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

## Attachment I

### Amendment of License Agreement

(MTC, Real Estate, 102 Produce Row, 120 Produce Row, 106 Produce Row and Concho, Dolorosa, and San Saba)

---

This First Amendment to License Agreement is entered into between Licensee and the City of San Antonio (Licensor) under the authority of the authorizing ordinance.

#### 1. Identifying Information.

**Authorizing Ordinance:**

**Licensor:** City of San Antonio

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

**Licensee:** MTC Real Estate, LLC

**Licensee's Address:** 800 Dolorosa, #204, San Antonio, Texas 78207

**License:** License Agreement with MTC Real Estate, LLC relating to patio encroachments over public rights of way dated July 22, 2013 and authorized by the Ordinance Authorizing Original License.

**Ordinance Authorizing Original License:** 2013-06-20-0451

**Term:** ~25 years to run concurrently from the effective date of the Original License.

**Effective Date:** The effective date of the authorizing ordinance.

#### 2. Defined Terms.

All terms defined in the License Agreement and not otherwise defined in this Amendment, when used in this Amendment, have the meanings ascribed to them in the License Agreement. References to "License Agreement" in this amendment include both the original License Agreement and all previous amendments to it (if any).

#### 3. Amendment.

The Scope of License is hereby amended to include an additional structural encroachment on the public right of way located in front of 106 Produce Row. The additional structural encroachment is located as depicted in the attached **Exhibit E**.

Specific amendments to the Original License include a revision of the total fee amount from \$10,000 to \$11,500, adding "E" to the list encroachment areas and exhibits, and requiring that an amended Memorandum of License Agreement be recorded as follows:

1. Identifying Information.

Fee: \$11,500

Premises: Encroachment upon areas A, B, C, D, and E as described below:

E: A portion of the public-right-of-way of Produce Row and in front of 106 Produce Row (Lot 8, NCB 340) encroached upon by Licensee within the Scope of the License.

Scope of License, Covered balcony with vertical supports sitting in Produce  
Encroachment E: Row right-of-way, as graphically depicted on Exhibit E, which is incorporated by reference for all purposes as if fully set forth.

3. Restrictions on Use/Recording is amended as follows:

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

**4. License Fee.**

Licensee must pay the difference between the revised License Fee amount and the Original License Fee amount in a one-time lump sum of \$1,500 on or before the Effective Date. The Fee must be paid at the Center City Development Office, 100 W. Houston, Suite 1900, San Antonio, Texas 78205.

**5. No Default.**

Neither Licensor nor Licensee is in default under the License, and neither party is aware of a cause of action against the other arising out of or relating to the period before this amendment.

**6. Same Terms and Conditions.**

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

**7. Public Information.**

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

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

**Licensor**

**City of San Antonio**, a Texas municipal corporation

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Licensee**

**MTC Real Estate, LLC**, A Texas Limited Liability Company

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

## Exhibit E

---

