

Parking Meter Removal Agreement

Authorizing Ordinance:

BOAR 2000: Boar 2000

BOAR 2000's Address: 510 West 15th, Austin, TX 78701

City: City of San Antonio, Center City Development and
Operations Department

City's Address: City Hall, P.O. Box 839966, San Antonio, Texas 78283-
3966

Background:

The Federal Reserve Bank is relocating within downtown San Antonio to the building located at 402 Dwyer, which is owned by Boar 2000, LLC ("Boar 2000"). At present, the building is being renovated to accommodate the Federal Reserve Bank, which requires no on-street parking adjacent to the building in order to comply with federal security requirements. Therefore, Boar 2000 has requested the City remove 10 on-street parking spaces, which are adjacent to 402 Dwyer.

Rights and Obligations:

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Meter Removal.** City will remove and refrain from re-installing 10 metered-parking spaces in the area marked on **Exhibit A** during the term of this Agreement.
2. **Term.** The billing cycle for this agreement runs from July 1 through June 30th of each year. This agreement continues indefinitely for so long as Boar 2000 timely pays the sums due under this Agreement and for so long as neither party terminates as allowed in this agreement.
3. **Compensation for Lost Revenue.**
 - 3.01. Payment for a billing cycle is due in advance no later than July 1st of the year in which the billing cycle begins.
 - 3.02. For the billing cycle ending June 30, 2015, Boar 2000 must pay to City \$1107.00 no later than July 1, 2014. For all subsequent billing cycles, the amount owing is the previous year's payment multiplied times 1.03.
4. **Early Termination.** Either party may terminate this agreement without cause on

120-calendar-days' prior written notice to the other.

5. City Termination. If City cancels this Agreement other than for Boar 2000's failure to pay, subject to the appropriation of available funds by the San Antonio City Council, and upon presentment of a statement by Boar 2000, City will reimburse BOAR 2000 the portion of Boar 2000's prepaid compensation allocable to the period after City's cancellation.

6. Binding Nature, Assignments. This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this agreement without the consent of the other.

7. Notices.

Notices must be in writing and by certified mail, return receipt requested, or by independent delivery service addressed to the parties at their respective addresses set forth below. If sent by certified mail, notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. If sent other than by certified mail, notice is complete on the date shown on the receipt. Address for notice may be changed by giving notice.

If to City:

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

If to Boar 2000:

Boar 2000, LLC
510 West 15th
Austin, TX 78701

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8. Not Conveyance. This Agreement does not convey title to or any interest in real property.

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

City:

Boar 2000, LLC:

City of San Antonio, a Texas
municipal corporation

Boar 2000, LLC

Signature: _____

Signature: D. L. W.

Printed
Name: _____

Printed
Name: Dan Appine

Title: _____

Title: Partner

Date: _____

Date: 5-25-14

Approved As To Form:

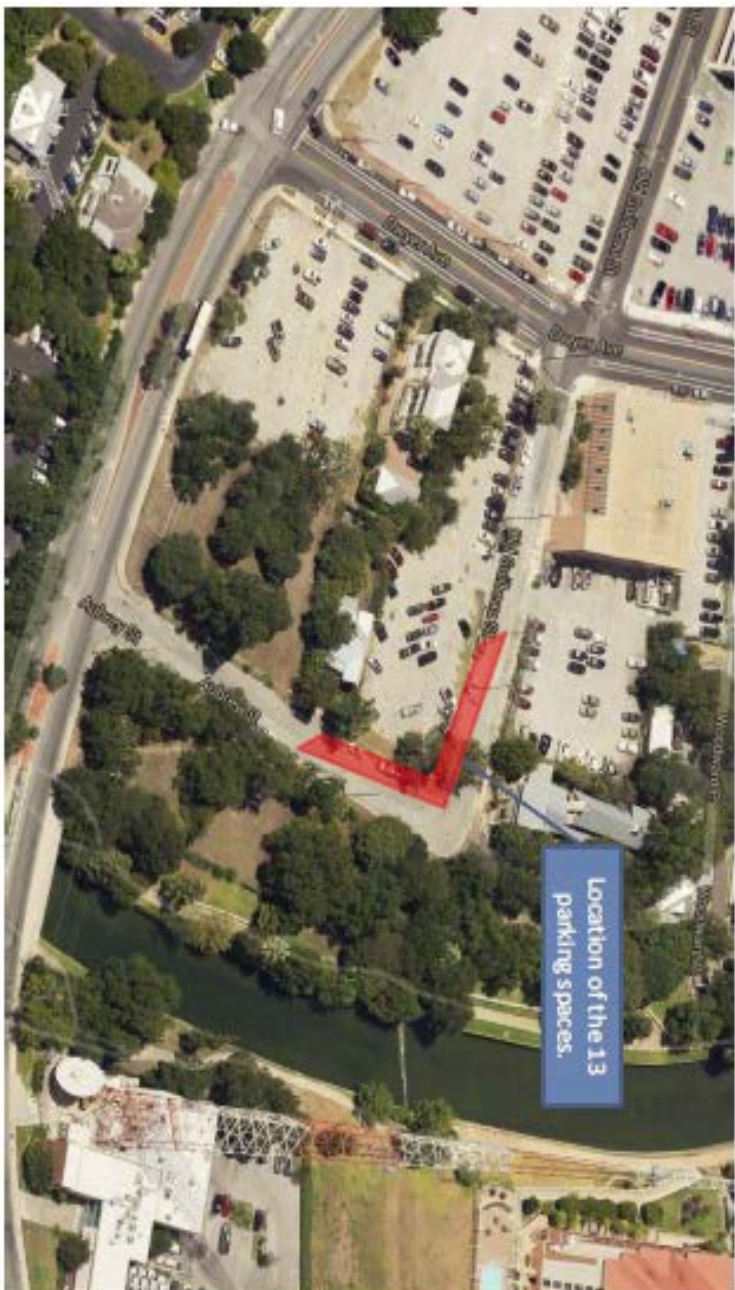
City Attorney

Attest:

City Clerk

Exhibit A

Exhibit A- Parking Spaces to Be Removed



The 13 parking spaces to be removed are located at the corner of Old Guilbeau Street and Aubrey Street.