

AN ORDINANCE 2015-05-21-0435

AUTHORIZING THE EXECUTION OF THE FIRST RENEWAL OF GROUND LEASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AS LANDLORD AND PARENT CHILD, INCORPORATED OF SAN ANTONIO AND BEXAR COUNTY AS TENANT FOR THE CONTINUED USE OF LAND LOCATED AT 1227 BRADY BLVD. FOR A FIVE-YEAR TERM.

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

SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City a first renewal of ground lease agreement between the City of San Antonio as landlord and Parent Child, Incorporated of San Antonio and Bexar County as Tenant for the continued use of land located at 1227 Brady Blvd for a five year term substantially in the form of **Attachment I**, which is incorporated by reference for all purposes as if fully set forth. The City Manager and designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 238000000068 and General Ledger 4401110.

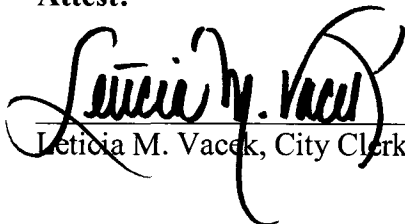
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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.

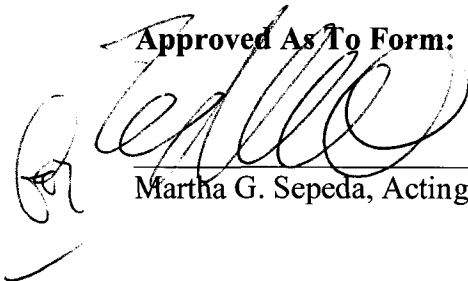
PASSED AND APPROVED this 21st day of May, 2015.


M A Y O R
Ivy R. Taylor

Attest:


Leticia M. Vacek, City Clerk

Approved As To Form:


Martha G. Sepeda, Acting City Attorney

Agenda Item:	17 (in consent vote: 5, 6, 7, 8, 9, 13, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26)
Date:	05/21/2015
Time:	09:57:15 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of the First Renewal of Ground Lease Agreement between the City of San Antonio as Landlord and Parent Child, Incorporated of San Antonio and Bexar County as Tenant for the continued use of land located at 1227 Brady Boulevard, for a five-year term. [Peter Zanoni, Deputy City Manager; Mike Etienne, Director, EastPoint & Real Estate Services Office]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

ATTACHMENT 1

First Renewal of Ground Lease Agreement

(Parent Child, Incorporated of San Antonio and Bexar County - 1227 Brady Blvd.)

This First Renewal of Ground Lease Agreement is between Tenant and the City of San Antonio ("Landlord"), pursuant to the Ordinance Authorizing Renewal.

1. Identifying Information.

**Ordinance Authorizing
First Renewal:**

Tenant: Parent Child, Incorporated of San Antonio and Bexar
County

Tenant's Address: 1223 Brady Blvd., San Antonio, Texas 78207

Lease: Ground Lease Agreement between Landlord and Tenant
pertaining to land located at 1227 Brady Blvd., in San
Antonio, Texas, and used to support an approximately
7,000 square foot existing "Tenant owned" modular
facility authorized by the Ordinance authorizing the
Original Lease

Premises: The land supporting an approximately 7,000 square foot
existing modular facility that is owned by Tenant and 49
parking places as designated by Landlord located at 1227
Brady Blvd., San Antonio, Texas as described and
graphically depicted in the attached Exhibit A, which is
incorporated by reference for all purposes as if fully set
forth.

**Ordinance Authorizing
Original Ground Lease:** 2009-04-09-0262

**Beginning and Expiration
of Original Ground Lease
Term:** August 19, 2009 – January 31, 2014

First Renewal Term: 5 Years

**Beginning and Expiration
of First Renewal Term:** June 1, 2015 – May 31, 2020

**Address for Payment of
Rent:** City of San Antonio
P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager; Chris Kurzon)

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

3. Premises and Consideration.

As consideration for the use and occupancy of the Premises during the renewal period, Tenant agrees to pay the City an annual rent of one and no/100 dollar (\$1.00) to be paid in one lump sum within 30 days of the Commencement Date, June 1, 2015 (\$5.00 total).

4. Renewal.

The term of the Lease is extended from June 1, 2015 through and including the Expiration of First Renewal Term.

5. No Default.

Neither Landlord nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

6. Same Terms and Conditions.

This renewal instrument is a fully integrated statement of the modifications to the Lease. Except as may be expressly modified by this renewal, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as renewed by this agreement and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion. Neither party is in default under the Lease as amended. There have been no modifications to the Lease except as expressly described in this amendment.

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7. Public Information.

Tenant 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. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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

Landlord	Tenant
City of San Antonio, a Texas municipal corporation	Parent Child, Incorporated of San Antonio and Bexar County
By: _____	By: <u>Dr. Sharon Small</u>
Printed Name: _____	Printed Name: <u>Dr. Sharon Small</u>
Title: _____	Title: <u>Chief Executive Officer</u>
Date: _____	Date: <u>4/1/2015</u>

Approved as to Form:

City Attorney

Exhibit A – Property description that the Ground Leased Premises is located on

Exhibit A

Being 3.438 acres of land, more or less, comprised of Lots 139, 140, and 141, Block 34, New City Block 3693 of the Edgewood Addition Subdivision, City of San Antonio as recorded in the Deed and Plat Records of Bexar County, Texas and a 0.0172 acre

tract described as Tract II in Volume 3271, Page 18 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron pin found in the existing north right of way line of U.S. Hwy. 96 (Brady Blvd.) for the southeast corner of this tract, said point also being the southeast corner of the above referenced Lot 141;

THENCE, North 75° 45' 01" West, 362.80 feet along said north right of way line to an iron pin found in same for an angle point of this tract;

THENCE North 83° 15' 48" West, 119.61 feet along said north right of way line to an iron pin set in same for the southwest corner of this tract and the southwest corner of the above referenced 0.0172 acre tract;

THENCE, North 06° 36' 40" East, 292.27 feet along the common line with Lot 25 to a fence corner post for the northwest corner of this tract and the northwest corner of Lot 139;

THENCE, South 84° 02' 22" East, 477.67 feet along the north line of said Lot 139 to a fence corner post for the northeast corner of this tract and the northeast corner of Lot 139;

THENCE, South 05° 47' 26" West, 346.20 feet along the common line with Lot 30 to the **POINT OF BEGINNING** and containing 3.438 acres of land, more or less.

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Exhibit A

The Ground Leased Premises is the area outlined in red as depicted below.



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