

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING A LEASE AMENDMENT AND ADDENDUM TO THAT LEASE OF OCTOBER 17, 1977, ENTERED INTO BETWEEN THE CITY OF SAN MARCOS AND THE SAN MARCOS AREA CHAMBER OF COMMERCE, FOR THE LEASE OF CERTAIN PROPERTY WITHIN THE CITY; AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT AND ADDENDUM ON BEHALF OF THE CITY OF SAN MARCOS; AND ESTABLISHING AND EFFECTIVE DATE.

WHEREAS, the San Marcos Area Chamber of Commerce has applied for financing to construct its building provided for in said lease; and,

WHEREAS, in order to protect their investment, financial lending institutions desire to be in a position to assume the Chambers lease should the Chamber default; and,

WHEREAS, it is in the best interest of the City to see any improvements made on the property by the Chamber fully paid for, which improvements shall eventually revert to the City without cost; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

Part 1. That the Lease Amendment and Addendum attached hereto and for all intents and purposes incorporated herein be and is hereby approved.


Part 2. That Mayor Frank T. Arredondo, or his successor, be and is hereby authorized to execute same on behalf of the City of San Marcos.

Part 3. That this Resolution shall be in full force and effect immediately from and after its passage.


ADOPTED this 3rd day of <sup>April</sup> ~~March~~, 1978.

  
Robert L. Cavazos  
Mayor

ATTEST:

  
Doriss Hambrick  
City Secretary

APPROVED:

  
Charles E. Evans  
City Attorney

EBC197

THE STATE OF TEXAS

X

118624

LEASE AMENDMENT AND ADDENDUM

311

COUNTY OF HAYS

X

This Amendment is entered into this 3rd day of April, 1978, by and between the City of San Marcos, hereinafter referred to as "City" and the San Marcos Area Chamber of Commerce, Incorporated, hereinafter referred to as "Chamber". On October 17, 1977, City and Chamber entered into a Lease Agreement covering the real property described herein in the attached Exhibit "A", and City and Chamber now wish to amend and modify certain provisions of the original lease, as well as add certain provisions, and in all other respects to affirm said lease. This amendment and addendum is in accordance with paragraph XVIII of said lease.

I.

Chamber intends to finance the construction of certain improvements and shall have the right to use its leasehold estate in the demised real property and premises as security for a mortgage loan to construct the improvements. City hereby acknowledges and consents to such financing of construction on the condition that no financial burden, present or future, shall be assumed by City, and that no change in use of the demised premises and/or no transfer or assignment of the lease shall be permitted without the written consent of the City.

II.

City hereby agrees to give to Chamber's mortgagee a copy of each notice of default by Chamber at the same time as any such notice of default shall be given by City to Chamber. The copy of such notice of default shall, in each instance, be deemed duly given to the mortgagee when deposited at any United States Post Office, sent Certified or Registered Mail, Return Receipt Requested, and addressed to the mortgagee at its business address.

## III.

Should Chamber's mortgagee desire to cure default for the Chamber the City hereby agrees to accept performance by the mortgagee of any term of the lease or its amendment required to be performed by Chamber, with the same force and effect as though performed by Chamber. The mortgagee shall have ten (10) days after receipt of notice of default to cure for the Chamber any default in the payment of rent or additional rent to be paid, under the lease and a reasonable time to cure any other default.

## IV.

In the event of a foreclosure of the lien secured by the leasehold estate, and the subsequent acquisition of Chamber's interest in this lease by foreclosure, Chamber's mortgagee shall have first option to assume the Chamber's lease obligations to City and the lease shall continue on the same terms as if the Chamber were still the tenant. Chamber's mortgagee shall have this right to assume the lease for the remainder of the period of Chamber's financial obligation to its mortgagee. During such period, the use of the premises shall not be limited to uses allowed in the applicable provisions of the Urban Renewal Plan, or approved modifications, therefore, for the TEX A-6 Neighborhood Development Program, and further shall not be limited to the sole purpose of operating a Chamber of Commerce, but rather such use shall be limited only to any reasonable office use. Other transfers or assignments of the lease and/or alterations in use of the demised premises shall continue to be governed by the basic lease provisions requiring express written approval by City.

## V.

This Amendment shall not be filed of record, but a duly executed and acknowledged Memorandum of Lease Amendment shall be filed with the County Clerk of Hays County, Texas.

EXECUTED this 3rd day of April, 1978.

CITY OF SAN MARCOS

By Robert H. Lavey

SAN MARCOS AREA CHAMBER OF COMMERCE  
INCORPORATED

By Sam H. Wise, Jr.

STATE OF TEXAS }  
COUNTY OF HAYS }

VOL 311 PA 647

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. Cavazos, Mayor of the City of San Marcos, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the City Council of the City of San Marcos, Texas.

GIVEN under my hand and seal of office this 13th day of June, 1978.



*Doriss Hambrick*

DORISS HAMBRICK, Notary Public  
Hays County, Texas. My commission  
expires 10-31-1978

STATE OF TEXAS }  
COUNTY OF HAYS }

BEFORE ME, the undersigned authority, on this day personally appeared James K. Wise, President of the San Marcos Chamber of Commerce, Incorporated, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of the President of the San Marcos Area Chamber of Commerce, Incorporated.

GIVEN under my hand and seal of office this 13th day of June, 1978.



*Doriss Hambrick*

DORISS HAMBRICK, Notary Public  
Hays County, Texas. My commission  
expires 10-31-1978

STATE OF TEXAS }  
COUNTY OF HAYS }

I hereby certify that this instrument was FILED on the  
13th day of June 1978 at the time stamped hereon by me; and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
(Hays County, Texas, as stamped hereon by me, on

Jun 14 1978



*Lynell B. Clayton*  
COUNTY CLERK

FILED  
HAYS COUNTY, TEXAS  
JUN 13 PM 2 2  
1978  
COUNTY CLERK