

**The City of Alamo Heights Lease Agreement  
Amendment No. 3**

This Agreement is by and between the City of San Antonio, acting herein through its City Manager pursuant to Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 2018, passed and approved by the City Council, and the City of Alamo Heights, acting herein through its City Manager pursuant to Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 2018, passed and approved by the City Council.

**WHEREAS**, since 1947, the City of San Antonio and the City Alamo Heights have participated in a lease agreement to allow Alamo Heights to use property in the Olmos Basin Park area for park, playground and recreational purposes, and such agreement being passed and approved through Ordinance 4976 on April 24,1947; and

**WHEREAS**, the lease area included a large portion of the Olmos Basin area, but did not include two tracts that were reserved for a park caretaker's house; and

**WHEREAS**, on December 13, 1951, the City of San Antonio approved Ordinance No. 16773 that amended the original agreement to include a 200' by 275' tract of land by the caretaker's house to allow for park expansion by the City Alamo Heights, said amendment being known as Amendment No. 1; and

**WHEREAS**, on April 6, 1987 the City of Alamo Heights notified the City of San Antonio of its election to exercise the option to renew the original agreement and the City Council of San Antonio subsequently approved this extension on October 29, 1987 through Ordinance No. 65977, which extended the term and conditions of the original agreement, plus the tract added by Amendment No. 1, until April 30, 2027; and

**WHEREAS**, on March 14, 2002, the City of San Antonio approved Ordinance No. 95440 that amended the original agreement to include a 1.93 acre tract of land that previously contained the caretaker's home that was demolished following a flood in October 1998, said amendment being known as Amendment No. 2; and

**WHEREAS**, the City of Alamo Heights has received a request to substantially upgrade the public swimming pool located on the property leased from the City of San Antonio in the Lease Contract; and

**WHEREAS**, the City of Alamo Heights is reluctant to expend a substantial sum of money for such upgrade unless the term of the Lease Contract is extended in order to amortize a substantial investment in the swimming pool.

**NOW THEREFORE**, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the City of San Antonio and the City Alamo Heights agree that the above referenced lease shall be extended as follows:

1. The CITY OF SAN ANTONIO and CITY OF ALAMO HEIGHTS hereby renew and extend the Lease Contract entered into by them on April 24, 1947, as later amended, covering real property located in or near the Olmos Creek Basin, as described therein, with the property to be used exclusively for park, playground and recreational purposes, said Lease Contract approved on April 24, 1947 by San Antonio City Ordinance No. 4976, such Lease Contract, being recorded in Volume 2469, Page 319 of the Deed Records of Bexar County, Texas, and such Lease Contract having been amended by Ordinance No. 16773, dated December 13, 1951 (Amendment No. 1), which said 1951 Ordinance included a tract of land 200 feet by 275 feet that was previously excluded, and such Lease Contract having been amended by Ordinance No. 95440, dated March 14, 2002 (Amendment No. 2), which said 2002 Ordinance included a 1.93 acre tract of land that was previously excluded.
2. The undersigned parties agree that the term of the above described Lease Contract, as amended, by and between said parties, is hereby extended for a term commencing on the 1<sup>st</sup> day of March, 2018 and ending on

February 28, 2058. The City of San Antonio at its discretion may extend this lease agreement administratively for one 40 year extension to February 28, 2098.

3. The parties further agree that the CITY OF ALAMO HEIGHTS, TEXAS may continue to sublet or assign the leased premises, or any part thereof, or mortgage or encumber the leasehold interest; provided, however, that said property shall never be used for other than park, playground and recreational purposes, with the intent being that such use being exclusively for said purposes as originally set forth in paragraph 5 of said Lease Contract, as amended. Any liens or encumbrances, however, shall at all times be inferior to the interest of the CITY OF SAN ANTONIO in said property.

4. The CITY OF ALAMO HEIGHTS, TEXAS agrees to furnish the CITY OF SAN ANTONIO proof of insurance coverage in order to assure ability to indemnify the CITY OF SAN ANTONIO in accordance with the terms of paragraph 6 of the Lease Contract, the full terms of which paragraph are incorporated herein by such renewal and extension.

5. The parties agree that Exhibit "A" attached hereto shows the premises leased under said Lease Contract, as amended.

6. All said terms, conditions, covenants and provisions herein or as previously agreed to shall comply with all federal and state laws and city and county ordinances and regulations of said entities

7. All other terms, conditions, covenants and provisions of that certain Lease Contract approved by Ordinance No. 4976 on April 24, 1947 and amended by Ordinance No. 16773 on December 13, 1951, and Ordinance No. 95440 on March 14, 2002, are hereby renewed and extended.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Landlord:  
City of San Antonio:

Tenant:  
City of Alamo Heights:

By: \_\_\_\_\_  
Xavier Urrutia, Director  
Parks and Recreation Department

By: \_\_\_\_\_  
J. Mark Browne, City Manager

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

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

**Approved as to Form:**

**Approved as to Form:**

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

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

**Attestation:**

**Attestation:**

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

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

**Attachments:**  
**Exhibit A – Leased Premises**