

AN ORDINANCE 2015-12-17-1052

AUTHORIZING A THIRD AMENDMENT TO THE LEASE AGREEMENT WITH SPORTS OUTDOOR AND RECREATION (“SOAR”) PARK TO REDUCE THE ACREAGE OF LEASED PROPERTY AT 5103 DAVID EDWARDS DRIVE, SAN ANTONIO, TX, BEXAR COUNTY, TO APPROXIMATELY FOUR (4) ACRES TO BE USED AS A WATER PARK IN ASSOCIATION WITH MORGAN’S WONDERLAND.

* * * * *

WHEREAS, pursuant to City Ordinance No. 2012-08-02-0553, the City entered into a Lease Agreement with SOAR for approximately 72 acres of land located at 5103 David Edwards Drive, San Antonio, TX, Bexar County; and

WHEREAS, pursuant to two previously authorized ordinances the Lease Agreement was amended to reduce the acreage by .7944 acres and to modify usage in accordance with the 2007 Bond for the development of a soccer field complex and special needs park; and

WHEREAS, in accordance with the community’s efforts to attract a Major League Soccer (“MLS”) franchise, a third lease amendment is proposed to reduce SOAR’s leased property to approximately 4 acres to be used as a water park in association with Morgan’s Wonderland and to lease the remaining portion of 5103 David Edwards Drive to SA FC Management, LLC (“SA FC”), an affiliate of Spurs Sports & Entertainment (“SS&E”), to operate as soccer fields and to develop a soccer academy; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of a Third Amendment to the Lease Agreement with SOAR are hereby approved. The City Manager, or her designee, is authorized to execute said amendment in accordance with this Ordinance. A copy of the Third Amendment in substantially final form is attached as **Exhibit A**.

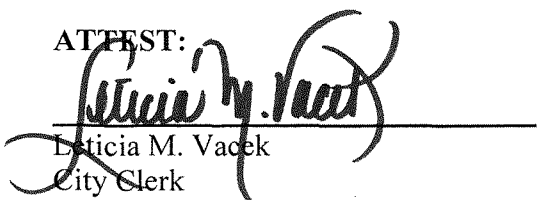
SECTION 2. This Ordinance shall become effective immediately upon its passage by eight (8) votes or more and upon ten (10) days following its passage if approved by fewer than eight (8) votes.

PASSED AND APPROVED this 17th day of December, 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:	4E (in consent vote: 4A, 4B, 4C, 4D, 4E)
Date:	12/17/2015
Time:	10:31:43 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a Third Amendment to the Lease Agreement between the City and Sports and Outdoor Recreation to reduce the acreage of leased property at 5103 David Edwards Drive, San Antonio, TX, Bexar County, to approximately four acres to be used as a water park in association with Morgan's Wonderland.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		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				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

EXHIBIT A

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**LEASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND
SPORTS, OUTDOOR AND RECREATON (SOAR) PARK**

AMENDMENT NO. 3

This Lease Amendment No. 3 (“Amendment”) to Lease Agreement is made and entered into by the City of San Antonio, a Texas municipal corporation (“City”), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____ passed and approved on _____, 2015, and Sports, Outdoor and Recreation (SOAR) Park (“SOAR”).

WHEREAS, pursuant to Ordinance No. 2012-08-02-0553, passed and approved on August 2, 2012, City and SOAR entered into a Lease Agreement (“Lease”) for the property located at on David Edwards Drive and currently known as the S.T.A.R Soccer Complex, for a term ending August 22, 2062; and

WHEREAS, pursuant to Ordinance No. 2013-01-10-0008, passed and approved on January 10, 2013, the Premises was reduced by .7944 acres to 70.746 acres due to the realignment of David Edwards Drive; and

WHEREAS, pursuant to Ordinance No. 2014-06-05-0394, passed and approved on June 5, 2014, the use of Premises was amended to change the use and consideration sections of the Lease; and

WHEREAS, City and SOAR desire an additional amendment to modify the description of the Lease Premises and to limit the use of property to water features and other recreational uses approved by City,

NOW THEREFORE,

In consideration of the mutual covenants and agreements set forth below, City and SOAR agree as follows:

1. Section 2.1 of ARTICLE II of the Lease is deleted and the following is substituted in its place:

2.1 City, for and in consideration of the covenants and promises herein contained to be kept, performed and observed by Tenant, does hereby lease and demise to Tenant, and Tenant does hereby lease and accept from City for the Term, the 3.103 acre tract of real property owned by City and described in EXHIBIT “A” attached hereto and all improvements thereon (hereinafter referred to as the “Leased Premises”).

2. The following Section 2.3 is added as Section 2.3 of ARTICLE II of the Lease:

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2.3 City, for and in consideration of the covenants and promises herein contained to be kept, performed and observed by Tenant, does hereby lease and demise to Tenant, and Tenant does hereby lease and accept from City for the Term the right of (i) vehicle and pedestrian ingress and egress from the parking lot and parking vehicles in the parking lot that is located adjacent to the Leased Premises to allow for access and parking of employees of SOAR and invitees of SOAR who will be visiting the Project and Morgan's Wonderland ("Parking Rights"). The Parking Rights shall be coextensive with the parking rights of the party that will lease the soccer fields adjacent to the Leased Premises (the "STAR Tenant"). SOAR will use good faith efforts to work with the STAR Tenant regarding the use of the parking area.

3. Section 3.1 of ARTICLE III. of the Lease is deleted and the following is substituted in its place:

3.1 The Leased Premises shall be used by Tenant only for the following purposes and for no other purposes:

- Water features or other recreational uses approved by City through its Parks and Recreation Director and that are affiliated with SOAR's Morgan's Wonderland operation ("Project").
- The sale of appropriate merchandise, food and beverages.

4. Section 3.2 of ARTICLE III. of the Lease is deleted and the following is substituted in its place:

3.2 The consumption, possession or sale of alcoholic beverages is prohibited on the Leased Premises during any activity primarily involving youths such as youth soccer tournaments. The consumption, possession or sale of alcoholic beverages will be allowed for special events and after-hours events held at the Leased Premises

5. Section 3.3 of ARTICLE III. of the Lease is deleted and the following is substituted in its place:

3.3 Intentionally deleted

6. Section 4.1 of ARTICLE IV. of the Lease is deleted and the following is substituted in its place:

4.1 Intentionally deleted

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7. Section 4.3 of ARTICLE IV. of the Lease is deleted and the following is substituted in its place:

4.3 Tenant shall have the right to establish and collect reasonable use fees.

8. Section 5.3 of ARTICLE V. of the Lease is deleted and the following is substituted in its place:

5.3 Intentionally deleted

9. Section 6.1 of ARTICLE VI. of the Lease is deleted and the following is substituted in its place:

6.1 Tenant shall have the right to make capital improvements to the Leased Premises to implement the Project.

10. Section 7.5 of ARTICLE VII. of the Lease is deleted and the following is substituted in its place:

7.5 Intentionally deleted

11. Section 7.6 of ARTICLE VII. of the Lease is deleted and the following is substituted in its place:

7.6 Tenant may sell advertisement, sponsorship and naming rights for the Leased Premises ("Sponsorship Signage"). Any revenue derived from the sale of advertisement, sponsorship and naming rights shall be used for ongoing construction, maintenance and operation of the Project. No sale of sponsorship and naming rights shall give any third party any control over the use of the Leased Premises

12. Section 8.2 of ARTICLE VIII. of the Lease is deleted and the following is substituted in its place:

8.2 Intentionally deleted

13. Section 18.1 of ARTICLE XVIII. of the Lease is deleted and the following is substituted in its place:

18.1 Intentionally deleted

13. Exhibit "A" attached to the Lease is deleted and Exhibit "A" attached hereto is substituted in its place.

Except as modified herein, all terms and conditions contained in the Lease, as amended, shall remain in full force and effect.

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EXECUTED on this _____ day of _____, 2014

CITY:

SOAR

City of San Antonio, a Texas
Municipal corporation

Sports, Outdoor and Recreation (SOAR)
Park

By: _____
City Manager

By: _____
Gordon V. Hartman
President

Attest: _____
City Clerk

Approved as to Form: _____

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EXHIBIT A
Metes and Bounds Description of the Leased Premises

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