

AN ORDINANCE 2014 - 12 - 04 - 0 95 9

APPROVING THE ASSIGNMENT OF A MARKET SQUARE LEASE AGREEMENT FROM ANA CORONA DBA MARMALADE & SPICE TO IRENE CASTANEDA DBA J. ANTHONY'S LEATHER GOODS IN COUNCIL DISTRICT 1.

* * * * *

WHEREAS, Ana Corona holds a lease agreement with the City of San Antonio; and

WHEREAS, Ms. Corona has operated Marmalade & Spice, a fashion accessory, figurine, marmalade and salsa shop in Farmers Market since September 2013; and

WHEREAS, Ms. Corona is requesting to assign her store to Irene Castaneda, who is proposing to sell similar items with an emphasis on leather goods; and

WHEREAS, the lease agreements provide authority for the City to assign a lease when businesses are sold and establish an assignment fee of \$1,500.00; and

WHEREAS, this proposed ordinance will authorize an amendment to the lease agreement with Ana Corona dba Marmalade & Spice, effectively assigning the lease agreement to Irene Castaneda dba J. Anthony's Leather Goods; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the Department for Culture and Creative Development or his designee, is authorized to execute the assignment of a Market Square lease agreement from Ana Corona dba Marmalade & Spice to Irene Castaneda dba J. Anthony's Leather Goods in Council District 1. A copy of the Assignment and Amendment of Lease Agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

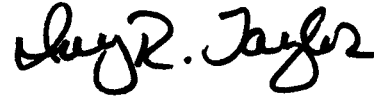
SECTION 2. Funds generated by this ordinance will be deposited into Fund 29604001, Internal Order 228000000147 and General Ledger 4406845.

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.

SW/vv
12/04/14
Item #20

SECTION 4. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

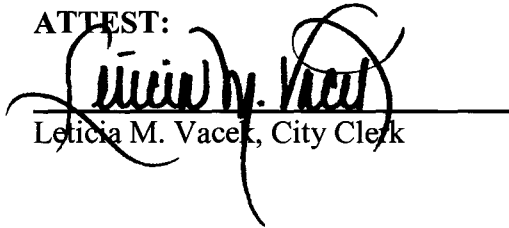
PASSED AND APPROVED this 4th day of December, 2014.



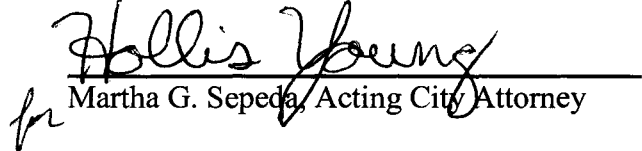
M A Y O R

Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Martha G. Sepeda, Acting City Attorney

Agenda Item:	20 (in consent vote: 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15A, 15B, 16A, 16B, 16C, 16D, 16E, 17, 18, 19, 20, 21, 22A, 22B, 23, 24, 26, 27, 28, 30, 31, 33, 34)						
Date:	12/04/2014						
Time:	09:28:18 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving the assignment of a Market Square lease agreement from Ana Corona dba Marmalade & Spice to Irene Castaneda dba J. Anthony's Leather Goods in Council District 1. [Ed Belmares, Assistant City Manager; Felix Padron, Director, Culture and Creative Development]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
	District 1	x					
Keith Toney	District 2		x				
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				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	

**ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT
EL MERCADO AREA NUMBER S-11
(WITH LANDLORD'S CONSENT)**

WHEREAS, the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2013-10-17-0716 passed and approved by the City Council on October 17, 2013, as LANDLORD ("**CITY**"), entered into that certain Lease Agreement effective **September 1, 2013** ("**LEASE**") with **Ana Corona d/b/a "Marmalade and Spice"** ("**ASSIGNOR**"), for the lease of the following described tract or parcel of real property situated in El Mercado at Market Square, San Antonio, Bexar County, Texas to-wit:

A portion of the real property and improvements owned by **CITY** located at 612 W. Commerce Street, San Antonio Bexar County, Texas within the area commonly known as Farmers Market at Market Square (said real property and improvements hereinafter referred to as the "**Leased Premises**") Said Leased Premises contain approximately 114 square feet and is identified as area number S - 11;

WHEREAS, **Ana Corona d/b/a "Marmalade and Spice"** desires, as **ASSIGNOR**, to convey and assign **TENANT'S** leasehold interest under the **LEASE** to **Ms. Irene Castaneda d/b/a "J. Anthony's Leather Goods"** as **ASSIGNEE**; and

WHEREAS, said assignment requires the prior approval of **CITY**; and

WHEREAS, **ASSIGNEE** desires to assume from **ASSIGNOR** all of **ASSIGNOR'S** rights, title, and interest as **TENANT** in and to the **LEASE**, and all of **ASSIGNOR'S** benefits and obligations there under; and

WHEREAS, **ASSIGNEE** has satisfied the **CITY** that they are financially able to undertake the obligations of **TENANT** under said **LEASE**, and **CITY** desires to give its consent to **ASSIGNOR'S** assignment of **ASSIGNOR'S** interest in the **LEASE** to **ASSIGNEE** and to **ASSIGNEE'S** assumption of **TENANT'S** obligations there under; and

WHEREAS, amending the **LEASE** is in **CITY** and **TENANT'S** best interest; **NOW THEREFORE**,

In consideration of the mutual covenants and agreements set forth below the parties agree as follows:

1. **CONVEYANCE AND ASSIGNMENT**: **ASSIGNOR** does hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver to **ASSIGNEE**, all of **ASSIGNOR'S** rights, title, and interest in and to the **LEASE**, including and also without limitation, all of the rights, duties, obligations, and liabilities of **ASSIGNOR** in, to, and under the **LEASE** to pay rent and to observe and perform all other covenants and duties of **TENANT** there under.
2. **ASSUMPTION**: By its execution hereof, **ASSIGNEE** hereby assumes and agrees to perform all of the terms, covenants, and conditions of the **LEASE** on the part of the **TENANT** therein required to be performed arising from and after the date hereof, and **ASSIGNEE** releases **ASSIGNOR** from all liability for such obligations.

ASSIGNEE hereby accepts the assignment of said **ASSIGNOR'S** rights, title and interest in and to the **LEASE** and; **ASSIGNEE** recognizes the superior fee title in and to the land and premises held by the **CITY**, as Landlord, and **CITY'S** right of reversion at the end of the **LEASE** term, whether occasioned by default or passage of time, as well as, the rights and

benefits of every description whatsoever belonging to or accruing to the benefits of the **CITY** under the **LEASE**.

3. **CONSENT:** **CITY** hereby consents to the assignment by **Ana Corona d/b/a "Marmalade and Spice"**, as **ASSIGNOR**, and the assumption by **Ms. Irene Castaneda d/b/a "J. Anthony's Leather Goods"**, as **ASSIGNEE** of said **Ana Corona d/b/a "Marmalade and Spice"**, originally approved by City Council pursuant to Ordinance number 2013-10-17-0716 passed and approved on October 17, 2013.
4. **REPRESENTATION AND WARRANTIES:** **ASSIGNOR** and **ASSIGNEE** represent and warrant that the following statements are true.

Ms. Irene Castaneda, as the **ASSIGNEE**, will be the exclusive owner of the business, formerly owned by **Ana Corona** and operating as "**Marmalade and Spice**" **Irene Castaneda** will take full control of the business immediately upon City Council approval and will operate as "**J. Anthony's Leather Goods**".

Ana Corona will not have any ownership or serve as employees, or agents in the new enterprise operating from the premises. These individuals will have no authority, financial or otherwise, in the new enterprise operating from the premises.

In the event that any such representations and warranties are found by CITY not to be true, then CITY shall have authority to revoke its consent to this assignment and terminate the Lease without allowing ASSIGNOR or ASSIGNEE an opportunity to cure.

USE AND CARE OF PREMISES: **ASSIGNEE** agrees that that the **Leased Premises** shall be utilized for the sole purpose of retail sales of the following products:

- Marmalades and Salsas
- Fashion Accessories to include: sunglasses, reading glasses, purses, scarves, wallets, belts, buckles, leather vests , hats, caps and jewelry
- Texan, Native American, and Southwestern themed items to include: rifle cases, holsters, gun slings, coin purses, cell phone cases, back packs, brief cases, portfolios, fanny packs, tote bags, luggage koozies, cards figurines, coffee mugs, magnets, glasses, containers, plaques, decorative spoons, key chains, ornaments, snow globes, salt and pepper sets. Excludes masks and religious items.

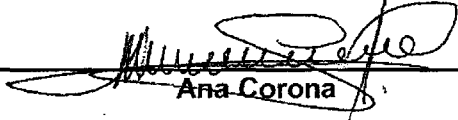
5. **AMENDING USE AND CARE OF PREMISES:** Section 2.4 of **LEASE** is amended to include the following provisions:

2.4.1 Further, **TENANT** covenants and agrees, in keeping with the intent and spirit of Farmers Market and Market Square, to operate the business conducted on the **Leased Premises** in an "**OWNER PRESENCE**" capacity, physically participating in the day-to-day operations of **TENANT'S** business, as opposed to employing a non-owner manager of said premises, hence an "absentee owner" posture, unless such management is first approved by the Director, Downtown Operations Department, or her designee. Failure to operate the business on the **Leased Premises** in such a manner will constitute an act of default hereunder and will be grounds, at **CITY'S** option to terminate this **Lease Agreement** upon ten (10) days written notice to **TENANT**.

7. ACKNOWLEDGEMENT OF READING: The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatsoever competent advice and counsel which was necessary for them to form a full and complete understanding of their rights and obligations herein, and having done so, do hereby execute this Agreement.

EXECUTED this _____, 2014.

ASSIGNOR:
Ana Corona d/b/a "Marmalade and Spice"



Ana Corona

ASSIGNEE:
Ms. Irene Castaneda d/b/a "J. Anthony's
Leather Goods"



Ms. Irene Castaneda

P.O. Box 335

Address

Helotes Tx 78023

City, State, Zip Code

210-833-3308

Business Telephone Number

210-684-7505

Other Telephone Number

LANDLORD:
CITY OF SAN ANTONIO, a Texas Municipal
Corporation

ATTEST:

City Manager

City Clerk

APPROVED AS TO FORM:

City Attorney