

ORDINANCE 2022-11-10-0880

**AUTHORIZING THE ASSIGNMENT OF THE FIRST AMENDED
AND RESTATED BASEBALL STADIUM FACILITY LEASE
AGREEMENT WITH THE SAN ANTONIO MISSIONS BASEBALL
CLUB, INC. TO SA MISSIONS BASEBALL CLUB, LLC,
MAINTAINING THE SAME TERMS AND CONDITIONS.**

* * * * *

WHEREAS, through the passage of Ordinance No. 2006-11-16-1300, dated November 16, 2006, City Council authorized the Baseball Stadium Facility Lease Agreement with the San Antonio Missions Baseball Club, Inc., for the use of Nelson W. Wolff Stadium for an initial term of ten years with three additional five-year renewal options; and

WHEREAS, Ordinance No. 2017-03-02-0126, dated March 2, 2017, authorized a First Amendment and Extension to the Amended and Restated Baseball Facility Lease Agreement extending the Lease Agreement through September 30, 2021, Ordinance No. 2021-09-02-0634, dated September 2, 2021, exercised the Second Extension to the Amended and Restated Facility Lease Agreement extending the Agreement through September 30, 2026, and Ordinance No. 2022-02-10-0090, dated February 10, 2022, authorized a Second Amendment to the Amended and Restated Baseball Facility Lease Agreement (collectively "Lease Agreement"); and

WHEREAS, the Elmore Group and SA Missions Baseball Club, LLC recently contacted the City requesting consent to the Lease Assignment, as Section 22.01 of the Lease Agreement requires City Council approval for an assignment and, in addition, the sale of the team requires the approval of Major League Baseball and such approval has already been obtained and the sale of the team is expected to take place on November 15, 2023, upon City Council approval of this Lease Assignment; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of the Lease Assignment of the First Amended and Restated Baseball Stadium Facility Lease Agreement with the San Antonio Missions Baseball Club, Inc. and the SA Missions Baseball Club, LLC are authorized and approved. The City Manager, or his designee, is authorized to execute the Lease Assignment, a copy of which, previously executed by the San Antonio Missions Baseball Club, Inc. and the SA Missions Baseball Club, LLC, is attached to this Ordinance as **Exhibit I**.

SECTION 2. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise, it shall be effective ten days after its passage.

0880-01-11-SS05

PASSED AND APPROVED this 10th day of November, 2022.



M A Y O R

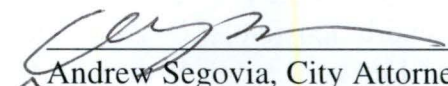
Ron Nirenberg

ATTEST:



Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting November 10, 2022

18.

2022-11-10-0880

Ordinance authorizing the assignment of the First Amended and Restated Baseball Stadium Facility Lease Agreement with the San Antonio Missions Baseball Club, Inc. to SA Missions Baseball Club, LLC. maintaining the same terms and conditions. [Alejandra Lopez, Assistant City Manager; Patricia Muzquiz Cantor, Executive Director, Convention & Sports Facilities Department]

Councilmember Rocha Garcia moved to Approve on the Consent Agenda. Councilmember Cabello Havrda seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Pelaez, Courage

Absent: Sandoval, Perry

LB
11/10/22
Item No. 18

EXHIBIT I

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is entered into as of the ____ day of _____, 2022 (the "Effective Date"), among City of San Antonio, a Texas Municipal corporation ("City"), San Antonio Missions Baseball Club, Inc., a Texas corporation ("Assignor") and SA Missions Baseball Club LLC, a Texas limited liability company ("Assignee").

WHEREAS, City and Assignor entered into that certain First Amended and Restated Baseball Stadium Facility Lease Agreement, dated November 26, 2006 ("Original Lease") for the Leased Premises, pursuant to City of San Antonio Ordinance No. 2006-11-16-1300, passed and approved on November 16, 2006; and

WHEREAS, City and Assignor entered into the First Amendment and Extension to the First Amended and Restated Facility Lease Agreement pursuant to Ordinance No. 2017-03-02-0126, passed and approved on March 2, 2017, amending specific provisions of the Original Lease and exercising the First Option Term extending the Agreement through September 30, 2021, the Second Extension of the First Amended and Restated Baseball Stadium Facility Lease Agreement, pursuant to Ordinance No. 2021-09-02-0634, passed and approved on September 2, 2021, extending the Agreement through September 30, 2026, and the Second Amendment to the First Amended and Restated Facility Lease Agreement pursuant to Ordinance No. 2022-02-10-0090, passed and approved on February 10, 2022, amending specific provisions of the Original Lease (and collectively together with the Original Lease referred to as "Lease"); and

WHEREAS, Assignor has agreed to assign all of its rights and obligations under the Lease to Assignee and Assignee has agreed to assume all of Assignor's obligations under the Lease, from and after the Effective Date and in accordance with the terms set forth in this Assignment; and

WHEREAS, City has agreed to consent to the above-described assignment and assumption and to release Assignor from all further liability under the Lease, from and after the Effective Date.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Assignment of Lease. Assignor assigns, transfers and conveys to Assignee all of its rights, title and interest to, or arising under, the Lease from and after the Effective Date.

2. Assumption of Lease. Assignee accepts the assignment of the Lease and all of Assignor's rights and obligations under the Lease, including the indemnity and insurance requirements, effective as of the Effective Date, and assumes all obligations imposed upon "Lessee" under the Lease which may arise on or after the Effective Date, to the same effect as if Assignee were the original "Lessee" under the Lease and a signatory to the Lease.

3. Indemnity. **ASSIGNEE INDEMNIFIES ASSIGNOR and agrees to DEFEND ASSIGNOR and HOLD ASSIGNOR HARMLESS from and against any and all causes of action, claims, damages, demands, liabilities, losses, costs or expenses at any time asserted against, suffered or incurred by ASSIGNOR as a result of any failure by ASSIGNEE to**

perform any of the terms, covenants or conditions of the Lease from and after the Effective Date. ASSIGNOR INDEMNIFIES ASSIGNEE and agrees to DEFEND ASSIGNEE and HOLD ASSIGNEE HARMLESS from and against any and all causes of action, claims, damages, demands, liabilities, losses, costs or expenses at any time asserted against, suffered or incurred by ASSIGNEE as a result of any failure by ASSIGNOR to perform any of the terms, covenants or conditions of the Lease prior to the Effective Date.

4. Consent and Release. In consideration of the terms and provisions set forth in this Assignment, City consents to the assignment of the Lease to and the assumption of the obligations arising under the Lease by Assignee, and releases Assignor from any and all obligations arising or accruing under the Lease from and after the Effective Date. By consenting to the assignment of the Lease to Assignee and to Assignee's assumption of the obligations arising under the terms of the Lease, City undertakes no obligation to consent after the Effective Date to any further assignment of the Lease or to any future subleases of any part of the Leased Premises. As of the effective date of this Assignment, neither City nor Assignor is in default under the Lease.

5. Delivery of Leased Premises. Assignor shall be entitled to remove all of its trade fixtures, furniture, furnishings and equipment and any other personalty used by Assignor in the operation of its business under the Lease, which property shall be removed on or before the Effective Date. Except as expressly set forth in this Assignment, Assignor makes no representation or warranty of any kind, express or implied, with respect to the Leased Premises.

6. Notice and Addresses. As of the Effective Date, the address of Lessee in Section 24.01.5 of the Lease shall now read as follows:

LESSEE:
SA Missions Baseball Club LLC
c/o Designated Bidders, LLC
5111 Broadway
San Antonio, Texas 78209
Attention: Bruce H.C. Hill
E-mail: bruce@hillassoc.net

7. Defined Terms. Each capitalized term used but not defined in this Assignment shall have the meaning assigned to such term in the Lease.

8. Ratification of Lease. The Lease shall remain in full force and effect in accordance with its terms. The Lease, as assigned by this Assignment, is ratified and confirmed in all respects. In the event of a conflict between the Lease and this Assignment, this Assignment shall control.

9. No Representations. City has made no representations, warranties or promises, express or implied, in connection with the Leased Premises or this Assignment, except as expressly set forth in this Assignment.

10. Entire Agreement. This Assignment, together with the Lease, contains all of the agreements of the parties with respect to any matter covered or mentioned in this Assignment or

the Lease, and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

11. Brokers. Assignee warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Assignment, and that it knows of no real estate brokers or agents who are or might be entitled to a commission in connection with this Assignment or otherwise in connection with the Lease. **ASSIGNEE agrees to INDEMNIFY, DEFEND and HOLD HARMLESS CITY and ASSIGNOR from and against any liability or claim arising in respect to any broker or agent in connection with this Assignment or otherwise in connection with the Lease.**

12. Authority of Assignee. Assignee and each person signing this Assignment on behalf of Assignee represents to Assignor and City as follows: (i) Assignee is a duly authorized and existing limited liability company under the laws of the State of Texas, (ii) Assignee has and is qualified to do business in Texas, (iii) Assignee has the full right and authority to enter into this Assignment, and (iv) each person signing on behalf of Assignee was and continues to be authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNEE:

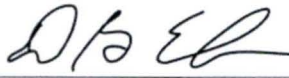
**SAN ANOTNIO MISSIONS
BASEBALL CLUB LLC**



Name: Bruce Hill
Title: Principal

ASSIGNOR:

**SAN ANTONIO MISSIONS BASEBALL
CLUB, INC.**



Name: D.G. Elmore
Title: Managing Director

CITY:

CITY OF SAN ANTONIO

Erik Walsh
City Manager

APPROVED AS TO FORM:

City Attorney