

AN ORDINANCE 2012-12-13-0981

APPROVING THE ASSIGNMENT OF A LEASE AGREEMENT IN FARMERS MARKET FROM LITTLE BIT OF TEXAS TO MARIA RIVERA BUSTOS DBA TURQUEZA.

* * * * *

WHEREAS, the proposed ordinance assigns the lease agreement with Little Bit of Texas to Maria Rivera Bustos, d/b/a Turqueza; **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 Downtown Operations Department or his designee, is authorized to execute the Assignment of a lease agreement (“Assignment”) in Farmers Market from Little Bit of Texas to Maria Rivera Bustos, d/b/a Turqueza. A copy of the Assignment 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.

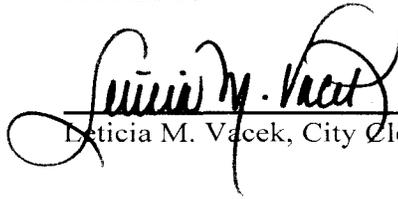
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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.

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

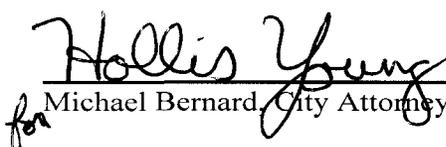
PASSED AND APPROVED this 13th day of December, 2012.

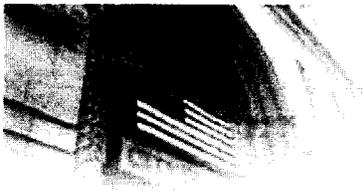

MAYOR
Julián Castro

ATTEST:

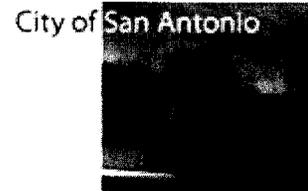

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


for Michael Bernard, City Attorney



Request for
COUNCIL
ACTION



Agenda Voting Results - 17

Name:	10, 11, 12, 13, 15, 16, 17, 18A, 18B, 18C, 18D, 18E, 18F, 18G, 19A, 19B, 19C, 19D, 19E, 19F, 19G, 19H, 19I, 19J, 19K, 19L, 20, 21, 22, 24, 25A, 25B, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37A, 37B, 37C, 37D
Date:	12/13/2012
Time:	03:04:01 PM
Vote Type:	Motion to Approve
Description:	An Ordinance approving the assignment of a lease agreement in Farmers Market from Little Bit of Texas to Maria Rivera Bustos dba Turqueza. [Ed Belmares, Assistant City Manager; Felix Padron, Director, Culture and Creative Development]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7	x					
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

**ASSIGNMENT OF LEASE AGREEMENT
FARMERS MARKET AREA NUMBER 1L - 12
(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. 94567 passed and approved by the City Council on September 20, 2001 as **LANDLORD ("CITY")**, entered into that certain Lease Agreement ("**LEASE**") with **Joe and Joanne Gonzalez d/b/a "Marie's Creations" (TENANT)** and subsequently through a lease assignment pursuant to Ordinance No. 100941, passed and approved by City Council on May 26, 2006 **LANDLORD ("CITY")**, entered into that certain Lease Agreement with **Trinidad Traylor d/b/a "Little Bit of Texas" ("TENANT")** for the lease of the following described premises located within the area commonly known as Farmers Market 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 1,185 square feet

WHEREAS, **Trinidad Traylor d/b/a "Little Bit of Texas"** desires, as **ASSIGNOR**, to convey and assign **TENANT'S** leasehold interest under the **LEASE** to **Maria Rivera Bustos d/b/a "Turqueza"** 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 **Trinidad Traylor d/b/a "Little Bit of Texas"** as **ASSIGNOR**, and the assumption by **Maria Rivera Bustos d/b/a "Turqueza"**, as **ASSIGNEE** of said **Trinidad Traylor d/b/a "Little Bit of Texas"** originally approved by City Council pursuant to Ordinance number 100941 passed and approved on May 26, 2005.
4. **REPRESENTATION AND WARRANTIES**: **ASSIGNOR** and **ASSIGNEE** represent and warrant that the following statements are true.

Maria Rivera Bustos, as the **ASSIGNEE**, will be the exclusive owner of the business, formerly owned by **Trinidad Traylor** and operating as **"Little Bit of Texas"**. **Maria Rivera Bustos** will take full control of the business immediately upon City Council approval and will operate as **"Turqueza"**.

Trinidad Traylor 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 products reflecting an open market with a Mexican Market theme to include :

- Apparel
- Fashion Accessories
- Jewelry
- Home Furnishings
- Texas Souvenirs, Wooden Toys, Stuffed Animals and Ceramic Dolls
- Leather Whips, Masks
- Seasonal Items – Christmas Lights, Wreaths, Bells
- Packaged Goods – Mexican Candy, Hot Sauces, Spices and Herbs
- Botanica Items – Religious Charms, Candles and Potions

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 El Mercado 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 _____, 2012.

ASSIGNOR:
Trinidad Traylor
d/b/a "Little Bit of Texas"



Trinidad Traylor

ASSIGNEE:
Maria Rivera Bustos
d/b/a "Turqueza"



Maria Rivera Bustos

514 W. Commerce # E3

Address

San Antonio, Texas 78207

City, State, Zip Code

(210) 223-2525

Business Telephone Number

(210) 374-3926

Other Telephone Number

LANDLORD:
CITY OF SAN ANTONIO, a Texas Municipal Corporation

ATTEST:

City Clerk

City Manager

APPROVED AS TO FORM:

City Attorney