SW/vv
02/19/15
Item #12

AN ORDINANCE 2015-02-19-0113

APPROVING THE ASSIGNMENT OF A RIVER WALK PATIO LEASE FROM AZTEC ON THE RIVER, LTD. TO AZTEC FAMILY GROUP, LLC.

* * * * *

WHEREAS, on December 9, 1999, City Council approved Ordinance 90983, which authorized the lease of 1,409 square feet of City-owned River Walk patio space to Aztec on the River, Ltd., owner of the adjacent Aztec Theatre Building; and

WHEREAS, on August 25, 2005, City Council approved Ordinance 101302 to authorize Aztec on the River's sublease of the River Walk patio space to Iron Cactus San Antonio, which utilizes the property for outdoor dining in conjunction with their restaurant in the lower level of the adjacent Aztec Theatre Building; and

WHEREAS, in January, in accordance with provisions of the lease, Aztec on the River, Ltd. submitted a written request asking that the City of San Antonio approve assignment of their River Walk patio lease as a result of their sale of the Aztec Theatre Building to Aztec Family Group, LLC; and

WHEREAS, both Aztec on the River, Ltd. and Aztec Family Group, LLC have signed the City's lease assignment document, and the $1,500.00 lease assignment fee has been paid to the City; and

WHEREAS, the Iron Cactus San Antonio's sublease will enable them to continue to operate on the River Walk and there will be no change to the City's projected FY2015 revenue from this lease of $27,729.12, which is deposited to the River Capital Improvement Fund; **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 Center City Development and Operations Department or her designee, is authorized to execute the assignment of a River Walk Patio lease agreement from Aztec on the River, Ltd. to Aztec Family Group, LLC. A copy of the Assignment of Lease Agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. 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 3. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 19th day of February, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**12 (in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21)**
Date:	02/19/2015
Time:	10:27:04 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving the assignment of a River Walk Patio Lease from Aztec on the River, Ltd. to Aztec Family Group, LLC. [Carlos Contreras, Assistant City Manager; Lori Houston, Director, Center City Development and Operations]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1	x					
Alan Warrick	District 2		x			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				

ASSIGNMENT OF LEASE AGREEMENT
(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. 90983 passed and approved by the City Council on December 9, 1999, as LANDLORD (**"CITY"**), entered into that certain Lease Agreement (**"LEASE"**) with **AZTEC ON THE RIVER, LTD.**, a Texas Limited Partnership, whose general partner is **EURO-ALAMO MANAGEMENT, INC.**, a Texas corporation, (**"ASSIGNOR"**), for the lease of approximately 1,409 square feet within NCB 116;

WHEREAS, AZTEC ON THE RIVER, LTD. desires, as **ASSIGNOR**, to convey and assign **TENANT'S** leasehold interest under the **LEASE** to **AZTEC FAMILY GROUP, LLC** 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, **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 **AZTEC ON THE RIVER, LTD.**, as **ASSIGNOR**, and the assumption by **AZTEC FAMILY GROUP, LLC**, as **ASSIGNEE** of said **LEASE**, originally approved by City Council pursuant to Ordinance number 90983 passed and approved on December 9, 1999.

4. ACKNOWLEDGEMENT OF READING: The parties hereto acknowledge that they have thoroughly read this Assignment of Lease 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 document.

EXECUTED this the _15th_ day of _January_, 2015.

ASSIGNOR:
AZTEC ON THE RIVER, LTD.

Christophe Harou, President

ASSIGNEE:
AZTEC FAMILY GROUP, LLC

Samuel Panchevre, Managing Member

201 East Commerce
Address

San Antonio, TX 78205
City, State, Zip Code

210-379-9126
Business Telephone Number

Alternate Telephone Number

LANDLORD:
CITY OF SAN ANTONIO, a Texas Municipal Corporation

Carlos J. Contreras, III, Asst. City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk