

ORDINANCE NO. 2257

AN ORDINANCE AMENDING THE SUBLEASE AGREEMENT DATED EFFECTIVE JANUARY 27, 2020, BY AND BETWEEN THE CITY OF ALAMO HEIGHTS AND THE ALAMO HEIGHTS LITTLE LEAGUE, INC., RELEASING 1.46 ACRES FROM THE SUBLEASED PROPERTY; INCORPORATING RECITALS; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY AND DECLARING AN EFFECTIVE DATE

WHEREAS, Ordinance No. 2152 was adopted on January 27, 2020, to terminate the then-existing sublease agreement between the City of Alamo Heights (the "City") and Alamo Heights Little League, Inc. ("AHLL") and approve a new sublease agreement between the City and AHHL to combine the land and facilities formerly subleased to Alamo Heights – Northside Pony League and the land and facilities subleased to AHHL;

WHEREAS, the City and AHHL entered into that new sublease agreement ("Sublease Agreement"), attached hereto as Exhibit A and incorporated herein, dated effective January 27, 2020, for 13.152 acres of land, being more particularly described therein ("Subleased Property"), for the operation of little league fields with attendant facilities; and

WHEREAS, the City and AHHL desire to release approximately 1.46 acres of land, as depicted on Exhibit B attached hereto and incorporated herein, from the Subleased Property. Accordingly, the City and AHHL desire to enter into that certain Amendment to Sublease Agreement attached hereto and incorporated herein as Exhibit C.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALAMO HEIGHTS, TEXAS:

SECTION 1. SUBLEASED PROPERTY. The Subleased Property shall be decreased by approximately 1.46 acres of land as depicted on Exhibit B.

SECTION 2. AUTHORITY. The Mayor of the City or the City Manager is authorized to execute the Amendment to Sublease Agreement attached as Exhibit C.

SECTION 3. INCORPORATION OF RECITALS. The City Council finds the recitals contained in the preamble to this ordinance are true and correct and incorporates them as findings of fact.

SECTION 4. REPEALING ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have

passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void.

PRESENTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALAMO HEIGHTS, TEXAS THIS 13th DAY OF APRIL, 2026.



ALBERT HONIGBLUM, MAYOR

ATTEST:



ELSA T. ROBLES, CITY SECRETARY



APPROVED AS TO FORM:



FRANK J. GARZA, CITY ATTORNEY

EXHIBIT A

Sublease Agreement dated effective January 27, 2020

ORDINANCE NO. 2152

AN ORDINANCE AMENDING THE SUBLEASE AGREEMENT WITH ALAMO HEIGHTS LITTLE LEAGUE, INC FOR 13.152 ACRES OF LAND IN OLMOS BASIN TO BE USED FOR ORGANIZED BASEBALL OR SOFTBALL ACTIVITIES AND TO EXTEND THE TERM OF THE LEASE AND SET AN EFFECTIVE DATE

WHEREAS, the City of Alamo Heights entered into a Lease Contract with the City of San Antonio, hereinafter referred to as “Lessor,” on or about April 24, 1947; and

WHEREAS, the City of Alamo Heights and the City of San Antonio entered into a Lease Contract Extension Agreement on or about November 3, 1987; and

WHEREAS, the City of Alamo Heights and the Alamo Heights Lions-Optimist Little League entered into a ten year sublease agreement for 5.774 acres of land in Ordinance 1238; and

WHEREAS, said sublease agreement was amended to add 1.632 acres of land in Ordinance 1271; and

WHEREAS, said sublease agreement was amended to define dates of use of the fields in Ordinance 1290; and

WHEREAS, said sublease agreement was amended to extend the dates of use of the fields and restate the sublease to reflect the entire agreement of the parties in Ordinance 1311; and

WHEREAS, the City of Alamo Heights and the Alamo Heights Little League, Inc. entered into a new sublease agreement for 5.774 acres of land and 1.632 acres of land that extended the term of the sublease until September 1, 2020 in Ordinance 1446; and

WHEREAS, said sublease agreement was amended to add additional provisions and 1.93 acres of land in Ordinance 1503 which was leased to the City of Alamo Heights by the City of San Antonio by Ordinance 95440 adopted by the City of San Antonio; and

WHEREAS, said sublease agreement was amended to add additional provisions, 1.296 acres of land and expanded the term of the sublease until April 30, 2027 in Ordinance 1701; and

WHEREAS, the City of Alamo Heights and the Alamo Heights Northside Pony League entered into a ten (10) year sublease agreement for 2.520 acres of land commencing February 1, 2002 and terminating on January 31, 2012 in Ordinance 1508; and

WHEREAS, said sublease agreement was amended to add additional provisions and assign the sublease to Alamo Heights-Northside Pony League, a non-profit corporation, in Ordinance 1630; and

WHEREAS, the Alamo Heights-Northside Pony League has elected to terminate its

sublease with the City of Alamo Heights, and the Alamo Heights Little League, Inc. desires to add the 2.520 acres of land from the terminated sublease to its Demised sublease; and

WHEREAS, the City of Alamo Heights desires to enter into a new sublease agreement with the Alamo Heights Little League, Inc. for 5.774, 1.632, 1.93, 1.296 and 2.520 acres of land for a total of approximately 13.152 acres of land;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALAMO HEIGHTS, TEXAS:

SECTION 1. The City of Alamo Heights approves the Sublease Agreement with Alamo Heights Little League, Inc. for 5.774, 1.632, 1.93, 1.296 and 2.520 acres of land for a total of approximately 13.152 acres of land located at Olmos Basin. Attached hereto as Exhibit "A" is a copy of the Sublease Agreement approved to take effect upon passage of this Ordinance and to continue in full force and effect unless specifically amended or modified herein. :

SECTION 2. The April 30, 2027, date of termination of the lease, as set forth in Ordinance No. 1701, is hereby amended to be February 28, 2058.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective upon the adoption of this ordinance.

PRESENTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALAMO HEIGHTS, TEXAS THIS 27th DAY OF JANUARY 2020.



BOBBY ROSENTHAL, MAYOR

ATTEST:



JENNIFER REYNA, CITY SECRETARY

APPROVED AS TO FORM:



FRANCISCO J. GARZA *RICHARD LINDEMEYER*
CITY ATTORNEY

WHEREAS, the City of Alamo Heights entered into a Lease Contract with the City of San Antonio, hereinafter referred to as "Lessor," on or about April 24, 1947; and

WHEREAS, the City of Alamo Heights and the City of San Antonio entered into a Lease Contract Extension Agreement on or about November 3, 1987; and

WHEREAS, the City of Alamo Heights and the Alamo Heights Lions-Optimist Little League entered into a ten year sublease agreement for 5.774 acres of land in Ordinance 1238; and

WHEREAS, said sublease agreement was amended to add 1.632 acres of land in Ordinance 1271; and

WHEREAS, said sublease agreement was amended to define dates of use of the fields in Ordinance 1290; and

WHEREAS, said sublease agreement was amended to extend the dates of use of the fields and restate the sublease to reflect the entire agreement of the parties in Ordinance 1311; and

WHEREAS, the City of Alamo Heights and the Alamo Heights Little League, Inc. entered into a new sublease agreement for 5.774 acres of land and 1.632 acres of land that extended the term of the sublease until September 1, 2020 in Ordinance 1446; and

WHEREAS, said sublease agreement was amended to add additional provisions and 1.93 acres of land in Ordinance 1503 which was leased to the City of Alamo Heights by the City of San Antonio by Ordinance 95440 adopted by the City of San Antonio; and

WHEREAS, said sublease agreement was amended to add additional provisions, 1.296 acres of land and expanded the term of the sublease until April 30, 2027 in Ordinance 1701; and

WHEREAS, the City of Alamo Heights and the Alamo Heights Northside Pony League entered into a ten (10) year sublease agreement for 2.520 acres of land commencing February 1, 2002 and terminating on January 31, 2012 in Ordinance 1508; and

WHEREAS, said sublease agreement was amended to add additional provisions and assign the sublease to Alamo Heights-Northside Pony League, a non-profit corporation, in Ordinance 1630; and

WHEREAS, the Alamo Heights-Northside Pony League has elected to terminate its sublease with the City of Alamo Heights, and the Alamo Heights Little League, Inc. desires to add the 2.520 acres of land from the terminated sublease to its Demised Premises; and

WHEREAS, the City of Alamo Heights desires to enter into a new sublease agreement with the Alamo Heights Little League, Inc. for 5.774, 1.632, 1.93, 1.296 and 2.520 acres of land for a total of approximately 13.152 acres of land.

WITNESSETH:

In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. USE AND CONSIDERATION. In consideration by the Subtenant to continuously maintain the Demised Premises during the Sublease Term by keeping the entire property, including the parking areas, free of weeds, rubbish, trash and debris and by keeping all grass areas mowed, with such work to be performed all twelve (12) months of the year. Subtenant shall have control of and responsibility for the Demised Premises during the whole term of this sublease on a year-round basis. Neither Subtenant nor any other authorized user of the Demised Premises may permit use of the Demised Premises by organizations or entities which are not engaged in competitions with teams sponsored by the Subtenant or District 19 Little League, Inc. or other authorized users unless such use is specifically authorized by the city in advance. This Agreement is conditioned upon the continued use of such premises for Little League baseball as that term is recognized by state and national Little League organizations. At any time such premises cease to be used for Little League purposes, this sublease shall automatically terminate and the Demised Premises shall revert to the City of Alamo Heights. All activities, including specifically lights and sound equipment, shall cease no later than 10:00 p.m., except for the field located on the 2.520 acres which may shall cease no later than 10:30 p.m., and at midnight on all fields during play-offs in the months of May and June except under unusual or extraordinary circumstances approved by the Community Development Director, or designee.

2. FUND RAISING ACTIVITIES. The Subtenant is authorized to conduct fund-raising activities designed to benefit and further the purposes and objectives of Little League baseball so long as such activities are compatible with the uses of the baseball fields authorized herein.

3. CITY OF SAN ANTONIO SUBLEASE. This sublease is made upon the express terms and conditions and is subject to a certain lease contract entered into between the City of San Antonio, Texas, and the City of Alamo Heights, Texas, on the 24th day of April, 1947, as modified and extended, including any amendments to same. All of the terms and provisions of such lease contracts, modifications and extensions are made a part of this lease contract and the Alamo Heights Little League, Inc. agrees to be bound by all of the terms and provisions of said sublease contract.

4. CONSTRUCTION OR RENOVATION. It is agreed that Alamo Heights Little League, Inc. will submit to the Community Development Director, or designee, the plans and specifications for any structures that are to be placed upon the Demised Premises. No structures of any kind or character shall be built upon the Demised Premises, nor will any existing structures or any structures subsequently built be altered or modified, without the review of the Architectural Review Board, if required, and the approval of the City Council. Further, no structure of any kind or character shall be built upon the Demised Premises without approval of the City Council and no structure of any kind or character shall be placed upon the herein Demised Premises that are not in keeping with the said lease between the City of San Antonio and the City of Alamo Heights, Texas, dated the 24th day of April, 1947, which is above referred to. Subtenant is specifically authorized to

install portable storage facilities without prior City Council approval so long as such facilities are designed or anchored to prevent movement during flooding.

5. NON-PROFIT ORGANIZATION. Alamo Heights Little League, Inc. is a non-profit 501 (c) (3) organization. The officers whose names are subscribed hereto represent and warrant that they have been given authority by such entity to execute this sublease on behalf of the Alamo Heights Little League, Inc. and that this sublease shall be binding upon such organization. It is further agreed that the said Alamo Heights Little League, Inc. will furnish to the City, on or before October 1st of each year, the names and addresses of all officers of such organization.

6. SIGNS AND FENCES. The City of Alamo Heights Sign Regulations shall not apply to the moveable signs on the herein Demised Premises, provided that the specifications of the signs, when erected, shall be approved by the Community Development Director. Any non-moveable or permanent signs must be approved as required by the City of Alamo Heights Code of Ordinances. Subtenant shall use its best efforts to paint the backs of all advertising signs and fences a uniform green color approved by the City.

7. ROADWAY. A roadway, some portions of which are paved and some portions of which are unpaved, exists within the Demised Premises. The City and the public retain the non-exclusive right to use and maintain said road, except that the Alamo Heights Little League, Inc. shall have the authority to block off the road through the Demised Premises in order to protect the safety of the children and spectators during the times baseball activities are actually conducted at the Demised Premises.

8. LIGHTING. Any new lights installed on the Demised Premises shall be designed so as to minimize the effect on adjoining residential properties and shall be approved by the City Council.

9. PETS. Subtenant and any other authorized user shall exclude pets, except service animals for the disabled, from the Demised Premises.

10. TREE PRESERVATION. Subtenant shall use its best efforts, including complying with the City's tree preservation ordinance, to protect and preserve the large oak tree located on the east side of the Demised Premises adjacent to the driveway from Viesca to the ballfields.

11. INSURANCE, INDEMNITY AND LIABILITY. Subtenant covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the Sublandlord and the elected officials, employees, officers, directors, volunteers, and representatives of the Sublandlord, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to personal or bodily injury, death and property damage, made upon the Sublandlord directly or indirectly arising out of, resulting from or related to Subtenant's activities under this Sublease Agreement, including any acts or omissions of Subtenant, any agent, officer, director, representative, employee, consultant or subcontractor of Subtenant, and their respective officers, agents, employees, directors and representative while in the exercise of performance of the

rights or duties under this Sublease Agreement, all without however, waiving any governmental immunity available to the Sublandlord under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Subtenant shall promptly advise the Sublandlord in writing of any claim or demand against the Sublandlord or Subtenant known to Subtenant related to or arising out of Subtenant's activities under this Contract and shall see to the investigation of and defense of such claim or demand at Subtenant's cost. The Sublandlord shall have the right, at its option and at its own expense, to participate in such defense without relieving Subtenant of any of its obligations under this paragraph. Subtenant further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE SUBLANDLORD AND IN THE NAME OF THE SUBLANDLORD, any claim or litigation brought against the Sublandlord and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

12. DEFAULT. It is agreed that each and every one of the terms of this lease contract are material to the existence of such contract and that failure to carry out or perform any of the terms or conditions of this lease contract on the part of the Alamo Heights Little League, Inc. shall be grounds for the Sublandlord to terminate this lease contract; provided however, that this clause shall not in any way lessen the obligations which require automatic termination of this lease in the event that the Subtenant fails to comply with the same.

13. TERMINATION. Upon termination of this Agreement, either by the fulfillment of the terms of the sublease or any other grounds or for breach of any of the conditions of this contract, City may require Subtenant to leave or remove any and all improvements placed upon the Demised Premises and any improvements left by Subtenant shall become the property of the City.

14. ACCESS. Sublandlord and Sublandlord's representatives shall have the right to enter the Demised Premises at anytime for an emergency, and at all reasonable times without notice to inspect and examine the Demised Premises and to make alterations, changes or repairs to the Demised Premises as are herein required or as Sublandlord may deem necessary or proper. Subtenant shall not be entitled to any abatement or reduction of rent by reason thereof. Sublandlord and Sublandlord's representatives shall have the right to show the Demised Premises to prospective Subtenants, mortgagees and purchasers at all reasonable times and upon reasonable notice.

15. PARTIAL INVALIDITY. If any covenant, agreement, term or condition of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such covenant, shall not be affected thereby and each covenant, agreement, term and condition of this Sublease shall be valid and enforced to the fullest extent permitted by law. This Sublease shall be construed in accordance with the laws of the State of Texas.

16. ASSIGNMENT. Subtenant shall not assign, mortgage or pledge this Sublease, nor sublet the whole or any part of the Demised Premises, without Sublandlord's prior written consent, nor in any event permit the Demised Premises to be occupied for any purpose or business

deemed illegal, disreputable. The Subtenant is authorized to enter into agreements with the Alamo Heights Independent School District for the use of the Demised Premises for organized baseball and softball activities so long as such agreements are subject to the requirements of this sublease.

17. USE OF DEMISED PREMISES BY SUBLANDLORD. The Sublandlord reserves the right to use any of the Demised Premises at any time that the Demised Premises are not being used by the Subtenant and the Alamo Heights Independent School District for organized baseball and softball activities.

18. NOTICES. Any notice, demand, request or other instrument required or permitted under this Sublease shall be in writing and shall be delivered in person or sent by United States certified mail, postage prepaid, addressed to the party to receive same at the address of such party shown below or such other address as such party may hereafter designate to the other in writing. Any notice, etc., mailed in accordance with the preceding sentence shall be deemed to have been given at the time it was deposited in the mail. In order to constitute effective delivery to Sublandlord, Subtenant shall also deliver a duplicate copy of any such notice, etc., to Sublandlord's mortgagee if Sublandlord has informed Subtenant of the name and address of such mortgagee.

19. WAIVER. The waiver by Sublandlord of any breach of any covenant, agreement, term or condition herein contained shall not be deemed to be a waiver of such covenant, agreement, term or condition or any subsequent breach of the same or any other subsequent acceptance of rental hereunder by Sublandlord shall not be deemed to be a waiver of any preceding breach by Subtenant of any covenant, agreement, term or condition of this Sublease, other than the failure of Subtenant to pay the particular rental so accepted, regardless of Sublandlord's knowledge of such preceding breach at the time of acceptance of such rental. No covenant, agreement, term or condition of this Sublease shall be deemed to have been waived by Sublandlord, unless such waiver be in writing by Sublandlord.

20. SUCCESSORS. This Sublease shall be binding upon and shall inure to the benefit of Sublandlord and Subtenant and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Sublease, their assigns. If there shall be more than one party designated as Subtenant in this Sublease, they shall be bound jointly and severally hereunder.

21. CAPTIONS. The captions and paragraph numbers appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or described the scope or intent of such paragraphs of this Sublease nor in any way affect this Sublease. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context may require.

22. ENTIRE AGREEMENT. This Sublease and the exhibits and attachments hereto set forth all the covenants, agreements, terms and conditions herewith between Sublandlord and Subtenant concerning the Demised Premises and there are no covenants, agreements, terms or conditions, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Subtenant unless reduced to writing and signed by both of them.

All exhibits and other attachments referred to in this Sublease and attached hereto are incorporated herein for all purposes.

In Witness Whereof, the parties have caused their representatives to set their hands.

Sublandlord:

By: Bulkel

Printed Name: Buddy Kuhn

Title: City Manager

Date: 03/04/2020

Subtenant:

By: Colglazier
Printed Name: Jennifer Colglazier

Title: President

Date: 2.29.20

Attest:

Jennifer Payne
City Secretary

Approved As To Form:

JJ
City Attorney



METES AND BOUNDS DESCRIPTION OF A 5.774 ACRE TRACT

Being 5.774 acres out of the southwest portion of Block "D", County Block 5216, the southern portion of Block "E", County Block 5217, the southern portion of Block "F", County Block 5218 and the northern portion of a 0.98 acre tract out of Blocks "E" and "F", San Antonio, Bexar County, Texas and containing that 200' x 275' tract described in a lease contract amended by Ordinance No. 16773 between the City of San Antonio and the City of Alamo Heights, dated December 31, 1951, also being a portion out of the 400' x 309.95' tract described in a lease contract between the City of Alamo Heights and the Alamo Heights Little League Stadium Company as recorded in Volume 3147, Page 420, Deed Records of Bexar County, Texas and also being a portion out of a tract described in a lease contract contained in Ordinance No. 1165 between the City of Alamo Heights and the Alamo Heights Lions - Optimist Little League and being more particularly described as follows:

Commencing at a found 3/4" iron pipe at the northeast corner of Block 126 in the City of Alamo Heights, also being the southwest intersection of Argo Avenue (50' R.O.W.) and Greely Street (50' R.O.W.);

THENCE with the south line of said Argo Avenue, AN ASSUMED BEARING OF DUE WEST at 800.00 feet the northwest corner of said Block 126, also being the southeast intersection of said Argo Avenue and Ogden Lane (50' R.O.W.); at 850.00 feet the most northerly northeast corner of said Block "D", also being the southwest intersection of said Argo Avenue and said Ogden Lane; a total distance of 978.00 feet to the intersection of the south line of said Argo Avenue and the southeast line of Alamo Heights Boulevard (110' R.O.W.);

THENCE with said southeast line of Alamo Heights Boulevard, South 44° 42' 00" West 205.70 feet to the northeast corner of said Block "E", also being the most westerly northwest corner of said Block "D" and the northeast corner of the Remaining Portion of the City of San Antonio tract according to a lease contract between the City of San Antonio and the City of Alamo Heights, as recorded in Volume 2469, Page 319, Deed Records of Bexar County, Texas, said lease being amended by Ordinance No. 16773, dated December 31, 1951;

THENCE with said east line of Block "E" and said Remaining Portion of City of San Antonio tract, South 00° 45' 00" West 300.00 feet to the southeast corner of said Remaining Portion of City of San Antonio tract, also being the northeast corner of said 200' x 275' and 400' x 309.95' tracts, for the POINT OF BEGINNING of the herein described tract;

THENCE in an easterly direction into said Block "D", South 89° 15' 00" East 195.00 feet to an iron pin set for the northeast corner of this tract;

THENCE with a line 195.00 feet from and parallel to the west line of said Block "D", South 00° 45' 00" West 281.61 feet to an iron pin set for the southeast corner of this tract;

THENCE in a southwesterly direction, South 77° 05' 26" West 200.68 feet to an iron pin set on said east line of Block "E", also being the east line of said 400' x 309.95' tract and at the northeast corner of said 0.98 acre tract for an angle point;

THENCE in a westerly direction across said 0.98 acre tract, said Block "F", said Alamo Heights Little League Stadium Company lease tract and said Alamo Heights Lions-Optimist Little League lease tract described in Ordinance No. 1165, North 89° 21' 26" West; at a distance of 309.95 feet the west line of said Alamo Heights Little League Stadium Company lease tract, also being the west line of said tract as described in Ordinance No. 1165; at 394.70 feet the west line of said 0.98 acre tract; a total distance of 673.80 feet to an iron pin set on the east line of Jones-Maltsberger Road (60' R.O.W.), also being the west line of said tract described in Ordinance No. 1165, and being the northwest corner of a 0.00 acre tract recorded in Volume 799, Page 599, Deed Records of Bexar County, Texas, for the southwest corner of this tract;

THENCE with said east line of Jones-Maltsberger Road and said west line of the tract described in Ordinance No. 1165, North 00° 45' 00" East 278.00 feet to an iron pin set for the most westerly northwest corner of this tract;

THENCE in an easterly direction across said Block "F", South 89° 15' 00" East 323.85 feet to an iron pin set on the east line of said tract described in Ordinance No. 1165, also being the west line of said 300' x 309.95' tract, for an interior corner of this tract;

THENCE with said east line of tract described in Ordinance No. 1165 and west line of 400' x 309.95' tract, North 00° 45' 00" East 52.19 feet to an iron pin set at the northwest corner of said 400' x 309.95' tract, for an exterior corner of this tract;

THENCE with the north line of said 400' x 309.95' tract, South 89° 15' 00" East; at 7.46 feet the east line of said Block "F"; at 34.95 feet the northwest corner of said 200' x 275' tract described in Ordinance No. 16773, also being the southwest corner of said Remaining Portion of City of San Antonio tract; continuing along the north line of said 200' x 275' tract and the south line of said Remaining Portion of City of San Antonio tract, a total distance of 309.95 feet to the POINT OF BEGINNING and containing 5.774 acres or 251,531 square feet, more or less.

NETES AND BOUNDS FOR A 1.632 ACRE TRACT

BEING 1.632 acres out of the southwest portion of Block "D", County Block 5216, San Antonio, Bexar County Texas and being more particularly described as follows:

COMMENCING at a found 3/4" iron pipe at the northeast corner of Block 126 in the City of Alamo Heights, also being the southwest intersection of Argo Avenue (50' R.O.W.) and Greely Street (50' R.O.W.):

North 90° 00' 00" West (ASSUMED BEARING) 800.00 feet with the south line of said Argo Avenue to the northwest corner of said Block 126, also being the southeast intersection of said Argo Avenue and Ogden Lane (50' R.O.W.):

North 90° 00' 00" West 50.00 feet with the south line of said Argo Avenue to the southwest intersection of said Argo Avenue and said Ogden Lane (50' R.O.W.), also being the most northerly northeast corner of said Block "D"

North 90° 00' 00" West 128.00 feet with the south line of said Argo Avenue to the intersection of the south line of Argo Avenue and the southeast line of Alamo Heights Boulevard (110' R.O.W.):

South 44° 42' 00" West 205.70 feet with said southeast line of Alamo Heights Boulevard to the most westerly northwest corner of said Block "D" and the northeast corner of Block "E", County Block 5217, also being the northeast corner of the remaining portion of the City of San Antonio tract according to a lease contract between the City of Alamo Heights and the City of San Antonio, as recorded in Volume 2469, Page 319, Deed Records of Bexar County, Texas, said lease being amended by Ordinance No. 16773, dated December 31, 1951;

South 00° 45' 00" West 50.00 feet along the west line of said Block "D" and the east line of said Block "E" and said remaining portion of the City of San Antonio tract to the POINT OF BEGINNING of the hereinafter described tract:

THENCE South 89° 15' 00" East 275.00 feet to an iron pin set for the northeast corner of this tract;

THENCE South 09° 15' 00" East 160.78 feet to an iron pin set for the most easterly southeast corner of this tract;

THENCE South 30° 45' 00" West 105.84 feet to an iron pin set for the southerly-southeast corner of this tract;

THENCE North 89° 15' 00" West 55.00 feet to an iron pin found for the northeast corner of 5.774 acre tract of land described in a lease contract contained in Ordinance No. 1238 dated April 1, 1990 between the City of Alamo Heights and the Alamo Heights Lions-Optimist Little League;

THENCE North 89° 15' 00" West 195.00 feet to an iron pin found in the east line of said Block "E" and the west line of said Block "D", also being the southeast corner of the remaining portion of the City of San Antonio tract;

THENCE North 00° 45' 00" East 250.00 feet along the west line of said Block "D" and the east line of Block "E" and the remaining portion of the City of San Antonio tract to the POINT OF BEGINNING and containing 1.632 acres of land, more or less.

Exhibit B

A 1.93 tract out of Olmos Basin Area, Vol. 2469, Pg. 319, C.B. 5217, Block "E", out of City of San Antonio, Bexar County Texas

Reference: to the following description is from a survey plat of 5.8774 acre tract and 2.250 acre tract out of Block "D" C.B. 5216, Block "E" C.B. 5217, and Block "F" C.B. 5218, San Antonio, Bexar County, Texas surveyed by Sun Belt Engineers, Inc., San Antonio, Texas Dated August 24, 1990, Project No. 90016

Bearings based on an assumed starting bearing and described as following:

Beginning: At a point, 355'+/- east of the east ROW line of Jones-Maltberger Road and being on the South ROW line of Alamo Heights Blvd., said point being the Northwest corner for point of beginning.

Thence: N 84° 30' 00" E - 25.39', to a point of intersection

Thence: N 69° 35' 00" E - 87.40', to a point of intersection

Thence: S 82° 48' 00" E - 169.90', to a point and being the Northeast corner of said tract

Thence: S 00° 30' 45" W - 300.00', to a point being the Southeast corner of said tract

Thence: N 89° 15' 00" W - 275.00', to a point being the Southwest corner of said tract

Thence: N 00° 45' 00" E - 283.35', to a point of beginning and containing approximately 1.93 acres of land, more or less

Exhibit C

METES & BOUNDS DESCRIPTION OF A
1.296 ACRE TRACT OF LAND

Being 1.296 acres out of the southwest portion of Block "D", County Block 5216, City of Alamo Heights, Bexar County, Texas; said tract being more particularly described as follows:

COMMENCING at a found 1/2" iron rod in the east R.O.W. line of Jones-Maltsberger Road, said rod being the southwest corner of a 5.774 acre tract as described in lease agreement between the City of Alamo Heights and the Alamo Heights Little League Stadium Company per City of Alamo Heights Ordinance No. 1446, said rod being also the southwest corner of a 4.219 acre lease agreement between the City of Alamo Heights and the Alamo Heights Little League Stadium Company;

THENCE with the south line of said 5.774 and 4.219-acre tract, South 89° 21' 26" East 535.17 feet to a found 1/2" iron rod, said rod being the southeast corner of said 4.219 acre tract and the southwest corner of a 2.485 acre lease agreement between the City of Alamo Heights and the Alamo Heights Little League Stadium Company, and also being the POINT OF BEGINNING of the herein described tract;

THENCE, along the south line of said 2.485 acre tract and also the south line of said 5.774 acre tract, South 89° 21' 26" East 98.63 feet to a found 1/2" iron rod, said rod being the most southerly southeast corner of said 5.774 acre tract;

THENCE, continuing with the south line of said 2.485 acre tract, South 89° 21' 26" East 418.56 feet to a 1/2" iron rod set for the northeast corner of the herein described 1.296 acre tract, said rod also being the southeast corner of said 2.485 acre tract and a point in the leased area between the City of Alamo Heights and Heights Pool, Inc. as described in Vol. 2469, Page 319, Deed Records of Bexar County, Texas;

THENCE South 06° 19' 47" West 66.12 feet to an angle point at a fence corner;

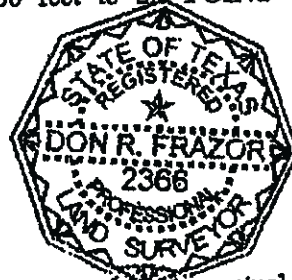
THENCE South 03° 48' 50" East 29.85 feet to a fence corner;

THENCE South 34° 46' 00" East 175.90 feet to a fence corner, being the southeast corner of the herein described tract;

THENCE North 68° 07' 21" West 659.66 feet to the POINT OF BEGINNING and containing 1.296 acres (56,437 sq. ft.), more or less.

STATE OF TEXAS §

COUNTY OF BEXAR §



February 5, 2007

It is hereby certified that the above description was prepared from an actual survey on the ground of the described 1.296 acre tract made under my supervision.

Don R. Frazor, R.P.L.S.
D.R. Frazor, Registered Professional Land Surveyor No. 2366

Exhibit D
1 of 2

Being 2.520 acres out of the northern portion of Block "F", County Block 5218 and the northwest portion of Block "E", County Block 5217, San Antonio, Bexar County, Texas and containing a tract described in a contract between the City of Alamo Heights and the Alamo Heights Northside Pony League in Ordinance No. 1189, and being more particularly described as follows:

Commencing at a found 3/4" iron pipe at the northeast corner of Block 126 in the City of Alamo Heights, also being the southwest intersection of Argo Avenue (50' R.O.W.) and Greely Street (50' R.O.W.);

THENCE with the south line of said Argo Avenue, AN ASSUMED BEARING OF DUE WEST; at 800.00 feet the northwest corner of said Block 126, also being the southeast intersection of said Argo Avenue and Ogden Lane (50' R.O.W.); at 850.00 feet the most northerly northeast corner of Block "D", County Block 5216, also being the southwest intersection of said Argo Avenue and said Ogden Lane; a total distance of 978.00 feet to the intersection of the south line of said Argo Avenue and the southeast line of Alamo Heights Boulevard (110' R.O.W.);

THENCE with said southeast line of Alamo Heights Boulevard, South 44° 42' 00" West 205.70 feet to the northeast corner of said Block "E", also being the most westerly northwest corner of said Block "U" and the northeast corner of the Remaining Portion of the City of San Antonio tract described in a lease contract between the City of San Antonio and the City of Alamo Heights, as recorded in Volume 2469, Page 319, Deed Records of Bexar County, Texas; said lease having been amended by Ordinance No. 16773, dated December 31, 1951.

THENCE with south line of said Alamo Heights Boulevard and the north line of said remaining portion of City of San Antonio tract, the following calls:

North 82° 48' 00" West 169.90 feet to an angle point;

South 69° 35' 00" West 87.40 feet to an angle point; and

South 84° 30' 00" West 25.39 feet to an iron pin set at the northwest corner of said City of San Antonio tract for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE with the east line of the tract herein described, the west line of said Remaining Portion of the City of San Antonio tract, South 00° 45' 00" West 203.35 feet to an iron pin set on the north line of a 400' x 309.95' tract described in a lease contract recorded in Volume 3147, Page 420, Deed Records of Bexar County, Texas and at the southwest corner of said Remaining Portion of the City of San Antonio tract, also being the northwest corner of a 200' x 275' tract described in Ordinance 16773 amending said lease, recorded in Volume 2469, Page 319, for the most easterly southeast corner of this tract;

THENCE with the north line of said 400' x 309.95' tract, North 89° 15' 00" West; at 27.49 feet the west line of said Block "F", also being the east line of said Block "E"; a total distance of 74.95 feet to an iron pin set at the northwest corner of said 400' x 309.95' tract, for an interior corner of this tract;

THENCE with the west line of said 400' x 309.95' tract, South 00° 45' 00" West 52.19 feet to an iron pin set for the most southerly southeast corner of this tract;

THENCE North 89° 15' 00" West 323.85 feet to an iron pin set on the east line of Jones-Maltsberger Road (60' R.O.W.), for the southwest corner of this tract;

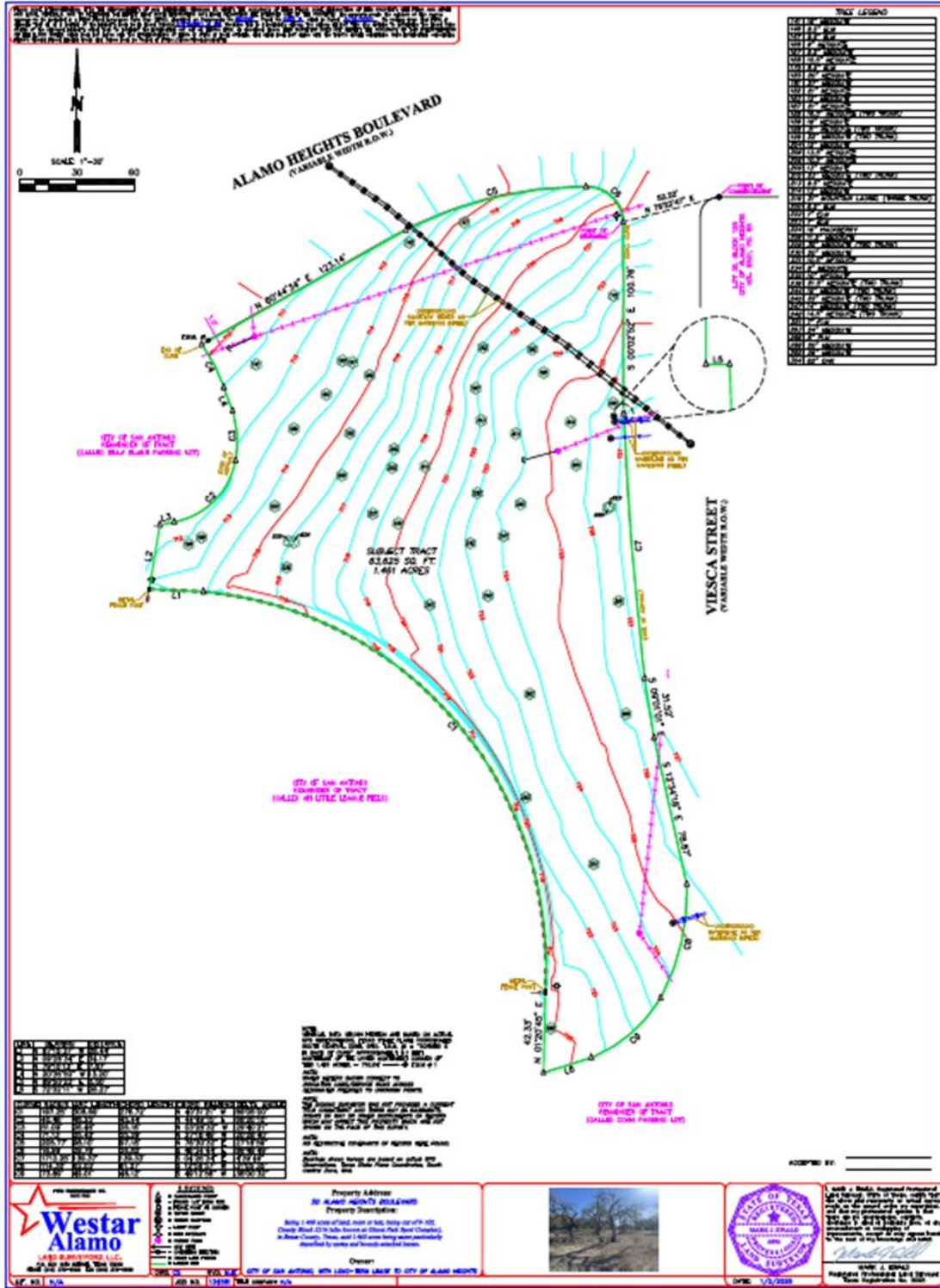
THENCE with said east line of Jones-Maltsberger Road, North 00° 45' 00" East 258.30 feet to an iron pin set at the southeast intersection of Jones-Maltsberger Road and Alamo Heights Boulevard, for the northwest corner of this tract;

THENCE with the southeast line of said Alamo Heights Boulevard, North 63° 04' 00" East 103.20 feet to an iron pin set for an angle point;

THENCE continuing, with the southeast line of said Alamo Heights Boulevard, North 84° 30' 00" East; at 234.00 feet the northeast corner of said Block "F", also being the northwest corner of Block "E"; a total distance of 269.01 feet to the Point of Beginning and containing 2.520 acres or 111,606 square feet, more or less.

Exhibit E

EXHIBIT B



**AMENDMENT NO. 1
TO SUBLEASE AGREEMENT**

**Between
CITY OF ALAMO HEIGHTS
And
ALAMO HEIGHTS LITTLE LEAGUE, INC.**

This Amendment No. 1 to Sublease Agreement (“Amendment No. 1”) is dated effective the 13th day of April 2026, (“Effective Date”) by and between the **CITY OF ALAMO HEIGHTS**, a Texas municipal corporation (“Sublessor” or “City”), acting by and through its city manager, and **Alamo Heights Little League, Inc.** (“Sublessee”).

RECITALS

A. City and Sublessee entered into a sublease agreement dated on January 27, 2020, for approximately 13.152 acres of land (“Subleased Property”) with a term expiring on February 28, 2058 (the “Sublease Agreement”).

B. City and Sublessee now wish to amend the Sublease Agreement to release approximately 1.46 acres (the “Released Property”) from the Subleased Property.



NOW THEREFORE, for and in consideration of the terms, considerations, and privileges promised herein, City and Sublessee covenant and agree as follows:

- 1. SUBLEASED PROPERTY.** The Subleased Property shall be decreased by approximately 1.46 acres of land as depicted on Exhibit A attached hereto and incorporated herein subject to the terms and conditions contained herein.
- 2. RELEASED PROPERTY.** In the event the Released Property is available for use:
 - a. Sublessee is hereby granted the option to re-lease the Released Property, subject to the terms and conditions of the Sublease Agreement, as amended, for a term of twelve (12) months. Said option shall commence five (5) years from the Effective Date of this Amendment (“Option to Re-lease Commencement Date”) and shall expire twelve (12) months thereafter (“Option to Re-lease Deadline”). Sublessee must notify City in writing of its intent to exercise its option no later than the Option to Re-lease Deadline. Failure to deliver timely written notice shall cause the option granted hereunder to expire automatically.
 - b. Notwithstanding the foregoing, Sublessee may reserve use of the Released Property on a first come, first-serve basis. Upon availability, City will issue a permit for temporary use and Sublessee shall pay the permit fees, if any. Use of the Released Property is not exclusive to Sublessee and City may allow other organizations to use the Released Property for various

purposes. This Agreement does not grant Sublessee priority over other organizations for use of the Released Property.

This Amendment No. 1 will be effective on the date first stated above. The rest and remainder of the Sublease Agreement, as amended herein is hereby affirmed and remains in full force and effect.

[Signature Page to Amendment No. 1 to Sublease Agreement]

SUBLESSOR: CITY OF ALAMO HEIGHTS  _____ Buddy Kuhn, City Manager, City of Alamo Heights	SUBLESSEE: ALAMO HEIGHTS LITTLE LEAGUE, INC.  _____ John Peterek President, Alamo Heights Little League
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ATTEST: 

ELSA T. ROBLES, CITY SECRETARY



Exhibit A

