

RESOLUTION 26-R-074

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE BILLBOARD LEASE AGREEMENT ON PROPERTY AT 12235 AZTEC WAY AND RELATED MATTERS IN CONNECTION THEREWITH.

WHEREAS, The City of Schertz desires to improve property conditions and the overall appearance of the City, promote environmental stewardship and health, develop water, wastewater and drainage infrastructure; and

WHEREAS, the acquisition of 2.37 acres at 12235 Aztec Way will serve to create a safe and livable community; and

WHEREAS, the acquisition is consistent with the City's goal of making infrastructure investments; and

WHEREAS, Council authorized the acquisition on March 3, 2026 via resolution 26-R-040 and

WHEREAS, there is currently a billboard lease agreement on the property that must terminate or convey with the sale of the property; and

WHEREAS, the City of Schertz wishes to accept the terms of the lease agreement as amended in Exhibit A attached hereto

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute the amendment to the billboard lease agreement in substantially the form as set forth in Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person

or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A
Amendment to Billboard Lease Agreement

**AMENDMENT TO LEASE
(Lease # 7484)**

THIS LEASE AMENDMENT (this "Amendment"), dated to be effective this ___ day of _____ 20__ (the "Effective Date"), is made and entered into by and between CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Tenant"), and CITY OF SCHERTZ ("Landlord").

RECITALS

- A. Landlord and Tenant (collectively, the "Parties" and each, individually, a "Party") have entered into the following agreement: CLEAR CHANNEL OUTDOOR, LLC LEASE AGREEMENT dated August 5, 2021 (as it may have been amended, the "Lease").
- B. Pursuant to the Lease, Tenant is leasing from Landlord certain real property described therein for the purpose of maintaining and operating outdoor advertising structures.
- C. The Parties desire to amend and modify certain terms of the Lease as provided herein.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Lease.
- 2. Tenant shall pay base rent ("Base Rent") of three thousand five hundred dollars (\$3,500.00) annually, payable in twelve (12) equal monthly installments on or before the first day of each month (prorated for any partial months). Base Rent will increase ten percent (10%) every 5 years of the term. In addition, within thirty (30) days following the one (1) year period after the Rent Commencement Date and each anniversary thereof during the Term, Tenant shall pay to Landlord the amount, if any, by which twenty percent (20%) of the annual net advertising revenue (defined as gross advertising revenue less any agency commission) indefeasibly received and recognized by Tenant for the Structures in respect of such one-year period exceeds the Base Rent paid to Landlord during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. Landlord shall maintain such information as confidential and solely for revenue verification purposes. If, after Landlord's inspection, Landlord believes that additional amount(s) are due, Landlord shall Landlord shall notify Tenant in writing within fifteen (15) business days of receipt of such statement, and Tenant shall deliver any such additional undisputed payment within fifteen (15) business days' following such written notice.
- 3. The end of the effective term of the Lease is hereby extended to thirty (30) years from the effective date of this amendment.
- 3. Except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.
- 4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

TENANT:

CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company

By: _____
Name: Ruben Batista
Title: President/GM San Antonio Division

LANDLORD:

CITY OF SCHERTZ

By: _____
Name:
Title: