

**MEMORANDUM OF UNDERSTANDING  
AMONG  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, BEXAR COUNTY, CITY OF SAN  
ANTONIO, DESIGNATED BIDDERS, LLC, AND WESTON URBAN MANAGEMENT,  
LLC**

This Memorandum of Understanding (the “**MOU**”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024, by and among the **San Antonio Independent School District** (“**SAISD**”) a Texas political subdivision, acting through its Superintendent of Schools as authorized by the SAISD Board of Trustees; **Bexar County** (the “**County**”), a Texas political subdivision and county, acting through its County Judge, as authorized by the Bexar County Commissioner’s Court; the **City of San Antonio** (the “**City**”), a Texas municipal corporation acting through its City Manager, as authorized by the San Antonio City Council; **Designated Bidders, LLC** (the “**Team**”), a Texas limited liability company acting through its authorized Managing Member; and **Weston Urban Management, LLC** (the “**Developer**”), a Texas limited liability company acting through its authorized Managing Member. SAISD, the City, the County, the Developer, and the Team may be individually referred to as a “**Party**” and collectively as the “**Parties**”.

**Recitals**

WHEREAS, the Team is the owner and operator of a professional minor league baseball team, the Missions, and desires real property for construction of a new downtown stadium (the “**Ballpark**”) for its baseball team; and

WHEREAS, the Developer is undertaking a revitalization project in the northwest portion of downtown San Antonio that includes housing, commercial space, greenspace, lighting, landscaping, a public park and public facility to be used as a ballpark for professional play by the Team and as a multi-use events facility (collectively the “**Project**”); and

WHEREAS, the Project will revitalize the underdeveloped area around SAISD’s Administration Building and Fox Tech Campus highlighting the San Pedro Creek; and

WHEREAS, SAISD is the owner of unimproved real property determined by the Team and Developer to be necessary for the construction of the Ballpark, such real property identified in the Bexar County Appraisal Property Records as Property ID 101531, and legally described as NCB 132, Lot 38 Fox Tech High School Subdivision, City of San Antonio, Bexar County, Texas (the “**Property**”); and

WHEREAS, the Property is not surplus, but SAISD is amenable nonetheless to conveying title to the Property for construction of the Ballpark in exchange for certain respective commitments by the Parties;

NOW, THEREFORE, in consideration of the facts recited above, and the mutual terms and conditions contained herein below, the Parties agree and commit as follows:

**I. Commitments by the Parties**

- A. SAISD’s Superintendent of Schools (or a designee) will be appointed to a seat on the Board of Trustees for the San Antonio Housing Trust.
- B. It was represented to SAISD that reimbursement by the TIRZ # 9 for SAISD’s construction of a

new building for the Advanced Learning Academy (“ALA”) was not legally permitted. Consequently and alternatively, the Developer will donate land to SAISD for the construction of a new building for the ALA and for a new parking garage on or adjacent to Fox Tech campus. The Developer will also consult with SAISD for the repurposing of the ALA Euclid building to generate a revenue stream for SAISD.

C. The County will construct a new parking garage (minimum of 250 spaces) on the Fox Tech campus (the “**Fox Tech Garage**”). The County will give SAISD overnight and weekend parking use of the Quincy Street garage. The use of both the Quincy Street garage and the Fox Tech Garage will be subject to a reservation of spaces for Missions’ events at the Ballpark. The County will assign responsibilities for security, certain maintenance duties, and operations of the Quincy Street garage and the Fox Tech Garage to SAISD. SAISD will not pay parking fees for use of the Quincy Street garage or the Fox Tech Garage. SAISD will be provided temporary parking during construction of the Ballpark and the Fox Tech Garage.

D. The City and the County will adopt five-year measurable housing goals, acceptable to SAISD, including a focus on family affordable housing in the urban core, to include affordable housing being developed in SAISD attendance zones that would satisfy the following: A minimum of 1250 units; more than 500 2-3 bedroom units; and alignment with the federal guidelines for affordable housing, with housing at the 60%, 50%, 30%, and <30% Area Median Income levels.

E. SAISD will have access to the Ballpark for certain SAISD uses, including without limitation, high school baseball playoff games and graduations, along with recognition of Fox Tech’s baseball history memorialized within the Ballpark, internships for SAISD students (operations, technology, business), fundraising opportunities, and access to the Ballpark for other agreed upon educational purposes.

## **II. Option to Purchase**

A. In consideration of the foregoing commitments, SAISD will grant to a purchaser having the power of eminent domain, *e.g.*, the County, (the “**Purchaser**”) the exclusive right and option to purchase the Property from SAISD on the terms and conditions to be negotiated and solely for the purpose of constructing and operating the Ballpark for the Team’s minor league baseball team. If the option to purchase is exercised, at closing the Purchaser will receive a deed without warranty and a reservation of the mineral estate, but with waiver of all rights of ingress and egress to the Property surface for the purpose of exploring, developing, mining or drilling of same.

B. The Property will be sold and conveyed “As Is, Where-Is, With all Faults,” with a complete disclaimer of representations and warranties as to the Property, including as to any and all contamination on and under the Property surface.

C. Any use of the Property other than for the primary use by the Team as a baseball stadium for professional play of its baseball team will trigger a reversionary clause in the deed, returning the Property to SAISD under terms to be further described in the purchase & sale contract and deed.

## **III. Necessary Contracts**

Upon full approval and execution of this MOU, negotiations will commence on finalizing the contracts necessary to carry out the commitments summarized in this MOU, to include without limitation, the following: an option agreement to buy real property, a purchase & sale contract(s) for real property, a ground lease for the Fox Tech Garage, joint use agreement for the Ballpark, and amendment to the Quincy

St. parking garage ground lease. The foregoing notwithstanding, this MOU shall not be construed to require a Party to approve any recommended or negotiated contract identified in this MOU; each Party may, in its sole discretion and for any reason, elect to approve or not to approve or execute any subsequent contract. The Parties agree that contracts necessary to carry out the commitments summarized in this MOU will be negotiated, finalized and signed before the option to purchase the Property may be exercised.

#### IV. Non-binding MOU

This MOU is not legally binding and is only intended to summarize the understanding among the Parties and to show an intent to proceed in general accordance with the commitments and agreements summarized herein. Nothing expressed or implied herein legally commits any Party to perform any obligation or commitment. Only a fully executed contract(s) will be binding on the Party(ies) signing said contract(s).

#### V. Miscellaneous

A. **Termination.** This MOU may be terminated at any time by mutual agreement of the Parties. This MOU will automatically terminate if the necessary contracts (see article III, herein above) are not finalized and fully executed before the first anniversary of this MOU.

B. **Amendment.** This MOU may not be amended or supplemented except in a subsequent writing expressly modifying or supplementing this MOU and signed by the Parties.

C. **Counterparts.** This MOU may be executed in one or more counterparts which may include mutually approved electronic execution, each of which shall be deemed an original and all of which taken together will constitute the same instrument.

D. **Governing Law; No Waiver of Immunity.** This MOU is governed by the laws of the State of Texas, without regard to conflict of laws principles. Notwithstanding any provision in this MOU, no Party will be required to perform any act or to refrain from any act if that performance or non-performance would constitute a violation of the Constitution or other laws of the State of Texas. SAISD, the County and the City do not intend to waive of any immunity to which it is entitled under Texas law.

E. **No Assignment.** This MOU, and any interest or right in this MOU, may not be assigned by any Party.

*[Signatures page follows]*

**San Antonio Independent School District**  
a Texas political subdivision

By: \_\_\_\_\_  
Jaime Aquino  
Superintendent of Schools

**Bexar County**  
a Texas political subdivision

By: \_\_\_\_\_  
Peter Sakai, County Judge

Approved as to form:

By: \_\_\_\_\_  
County Attorney

**City of San Antonio**  
a Texas municipal corporation

By: \_\_\_\_\_  
Erik Walsh, City Manager

**Designated Bidders, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Bruce Hill, Managing Member

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**Weston Urban Management, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Randy Smith, Managing Member