

# 4<sup>th</sup> Renewal and Extension of Lease Agreement

(814 McCullough // Schaffer Properties)

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## 1. Identifying Information.

### Ordinance Authorizing 4<sup>th</sup> Renewal and Extension:

**Landlord:** Schaffer Properties

**Landlord's Address:** 2320 Kingsbridge Lane, Oxnard, California 9305-3755

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Director, Capital Improvements Management  
Services Department)

**Lease:** Lease of a building with 5,400 square feet of clinic and  
office space at 814 McCullough in connection with the  
San Antonio Metropolitan Health District's Tuberculosis  
Control Project.

**Ordinance Authorizing  
Original Lease:** No. 86339 passed on July 31, 1997

**Original Term** August 1, 1997 through July 31, 2002

**Ordinance Authorizing 1<sup>st</sup>  
Renewal:** No. 96290 passed on September 5, 2002

**1<sup>st</sup> Renewal Term:** August 1, 2002 through July 31, 2007

**Ordinance Authorizing 2<sup>nd</sup>  
Renewal:** 2007-08-09-0853 passes on August 9, 2007.

**2<sup>nd</sup> Renewal Term:** August 1, 2007 through July 31, 2009

**Ordinance Authorizing 3<sup>rd</sup>  
Renewal:** 2009-11-19-0935

**3<sup>rd</sup> Renewal Term:** December 1, 2009 through November 30, 2013

**4<sup>th</sup> Renewal Term:** December 1, 2013 through November 30, 2014

## **2. Defined Terms.**

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

## **3. Renewal and Extension.**

The term of the lease is extended for the 4<sup>th</sup> Renewal Term.

## **4. Termination.**

Tenant may terminate this agreement without cause at any time with 60 days written notice to Landlord.

## **5. Rent.**

For the 4<sup>th</sup> Renewal Term, Tenant must pay to Landlord \$8,100.00 monthly rent, which includes real estate taxes and insurance, at the place and in the manner described in the original lease agreement or as modified by this or any previous lease extension or renewal.

## **6. No Default.**

Neither Landlord nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal and extension.

## **7. Same Terms and Conditions.**

This renewal and extension instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal and extension, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement. Landlord and Tenant reaffirm the Lease as modified by this agreement and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

## **8. Public Information.**

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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

**Tenant:**

City of San Antonio, a Texas municipal corporation

\_\_\_\_\_  
Signature

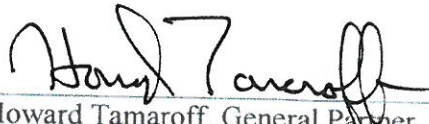
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Title

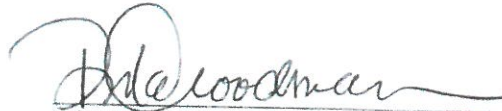
\_\_\_\_\_  
Date

**Landlord:**

Schaffer Properties, a California general partnership

  
\_\_\_\_\_  
Howard Tamaroff, General Partner

11/22/2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rita Goodman, General Partner

11/21/13  
\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Attest:**

\_\_\_\_\_  
City Clerk