

## **2<sup>nd</sup> Renewal and Amendment to Lease Agreement**

(Ella Austin Community Center)

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This 1<sup>st</sup> Renewal and Amendment to Lease Agreement is between Tenant and the City of San Antonio ("Landlord"), pursuant to the Ordinance Authorizing Renewal.

### **1. Identifying Information.**

#### **Ordinance Authorizing 2<sup>nd</sup> Renewal:**

**Tenant:** Ella Austin Community Center

**Tenant's Address:** 1023 N. Pine Street, San Antonio, Texas 78202

**Lease:** Lease Agreement dated June 1, 2012, for Lots 1 through 18 Block 15, NCB 522, San Antonio, Bexar County, Texas 78202, consisting of approximately 183,184 square feet of real property, between Landlord and Tenant, and authorized by the Ordinance Authorizing Original Lease

**Ordinance Authorizing  
Original Lease:** 2012-05-03-0318

**Ordinance Authorizing 1<sup>st</sup>  
Renewal and Amendment:** 2017-10-9-0809

**Renewal Term:** Ten years

**Beginning of 2<sup>nd</sup> Renewal  
Term:** June 1, 2021

**Expiration of 2<sup>nd</sup> Renewal  
Term:** May 31, 2031

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### **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. References to "Lease" in this amendment and renewal include both the original Lease and all subsequent amendments to it.

### **3. Renewal.**

The term of the lease is extended from the Beginning of the 2<sup>nd</sup> Renewal Term through and including the Expiration of 2<sup>nd</sup> Renewal Term. At the Expiration of 2<sup>nd</sup> Renewal Term, the Lease, as renewed hereby, terminates. Tenant must then vacate the Premises no later than the Expiration of 2<sup>nd</sup> Renewal Term.

### **4. Rent.**

Rent for the entire Renewal Term is \$50.00 due to Landlord no later than June 1, 2021.

## **5. Tenant Maintenance Reports.**

As part of its maintenance responsibilities, Tenant must submit written quarterly maintenance reports to the Director of the Human Services Department. The quarterly maintenance reports are due one month after the end of each quarter of the lease, no later than April 30, July 31, October 31, and January 31, respectively, in order to give Tenant sufficient time to compile each report. Quarterly maintenance report submissions begin on October 31, 2021 (which will cover the four month period from June 1, 2021 through September 30, 2021), and each subsequent quarterly period thereafter. Tenant has the initial discretion to format the maintenance report as desired subject to Landlord's approval; however, once approved by Landlord, this format shall be standard for all subsequent submissions. Each maintenance report must include, at a minimum, the type of maintenance, the date it was performed, the amount it cost, and who performed the service. Landlord reserves the right to require the inclusion of additional items in each maintenance report including, but not limited to:

- Pest Control Services as needed
- Fire Alarm Inspections as required
- Other required permit and or inspection fees as required
- Security and fire alarm monitoring
- HVAC preventative maintenance and repairs
- Garbage Disposal
- Landscape services
- Janitorial services /Cleaning Services including janitorial supplies
- Other Building Repairs (i.e. electrical, plumbing, graffiti removal, etc.)
- Salary of any maintenance staff

## **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.

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

This renewal instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal, 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.**

Tenant 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.

**Landlord**

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

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

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

**Tenant**

**Ella Austin Community Center, a Texas non-profit corporation**

Signature:  \_\_\_\_\_

Printed  
Name: Elizabeth Franklin

Title: Chief Executive Officer

Date: 4/7/2021