

# Third Amendment of Lease Agreement

(Washington Place/SAFD)

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## 1. Identifying Information.

**Ordinance Authorizing  
Third Amendment and  
Extension:**

**Landlord:** Burkhart, Shannon and Holmes, a Texas general partnership,  
d/b/a Washington Place

**Landlord's Address for Notices:** c/o Spencer Property Management, 5825 Callaghan Road, Suite 101, San Antonio, Texas 78228-1124

**Landlord's Address for Payment of Rent:** Washington Place  
c/o Barbara O'Riley  
211 West Camellia Avenue  
McAllen, TX 78501

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Director, Center City Development & Operations Department)

**Premises:** Being (12,417) square feet in total, and comprised of (795) square feet in Suite 112, (5,594) square feet in Suite 111, (2,415) square feet in Suite 107, and (3,613) square feet in Suite 107A, on the first floor of a building known as the Washington Place Office Building located at 215 S. San Saba, San Antonio, Bexar County, Texas 78207 (hereinafter referred to as "the Building") as graphically depicted on **Exhibit A**, which is incorporated by reference for all purposes as if fully set forth.

**Ordinance Authorizing First Renewal and Amendment:** 2015-09-17-0800

**Ordinance Authorizing Second Amendment and Renewal:** 2017-08-31-0604

**Building Operating Hours:** Seven days per week, daily from 5:30 A.M. to 12:00 A.M.

**Effective Date of Third  
Amendment of Lease July 1, 2018  
Agreement:**

**2. Defined Terms.**

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

**3. Amendment.**

3.01. The Original Lease is hereby amended to add Suite 112, consisting of approximately 795 square feet, increasing the leased premises to a total of 12,417 square feet.

**4. Rent.**

4.01. From the Effective Date of this Third Amendment of Lease Agreement, Tenant must pay to Landlord the following new rent amounts at the Landlord's Address for Payment of Rent:

| <b>Term</b>                   | <b>Monthly Rent</b> |
|-------------------------------|---------------------|
| July 1, 2018 – April 30, 2019 | \$19,646.80         |
| May 1, 2019 – April 30, 2020  | \$20,008.97         |
| May 1, 2020 – April 30, 2021  | \$20,381.48         |
| May 1, 2021 – April 30, 2022  | \$20,753.99         |
| May 1, 2022 – April 30, 2023  | \$21,136.84         |

**5. Change in Base Year.**

5.01. The base year for calculating increases in real estate ad valorem taxes in Section 3.02 of the Lease, as amended, is 2017.

5.02. For the purpose only of calculating any pass through charges related to increases in property taxes, Tenant's prorated share of building occupancy is 49.15%.

**6. Improvements to Premises.**

6.01. Landlord will provide the following Tenant Improvements: Landlord will paint the entire Suite 112 and Landlord will clean all of the carpet within Suite 112.

6.02. Landlord shall be solely responsible to complete the Tenant Improvements at its sole cost and expense without any necessity for the Tenant to contribute towards the cost of the Tenant Improvements.

**7. 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 amendment and extension.

**8. Same Terms and Conditions.**

This Third Amendment and Extension instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Third Amendment and Extension, the Lease, as amended, 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.

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**9. Public Information.**

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.

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

**Burkhart, Shannon and Holmes**, a Texas general partnership

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

Signature: Max Burkhart  
Max Burkhart, General Partner

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

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

Date: 5/22/18

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

**Attest:**

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

**Approved as to Form:**

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

