

# **3rd Renewal and Extension of Lease Agreement**

**(SAFFE Substation, 3850 S. New Braunfels, Suite 110)**

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## **1. Identifying Information.**

### **Ordinance Authorizing 3<sup>rd</sup> Renewal and Extension:**

**Landlord:** HEBCO Development, Inc.

**Landlord's Address:** HEBCO Development, Inc., Attn: Shopping Center  
Development, 646 S. Flores Street, San Antonio, Texas  
78204

**Tenant:** City of San Antonio

**Tenant's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Leasing Manager, Center City Development  
Office)

**Lease:** SAFFE Substation (3850 S. New Braunfels, Suite 110)  
Lease dated as of November 20, 2008, between Landlord  
and Tenant relating to approximately 1,600 square feet in  
the McCreless Mall Shopping Center and authorized by  
the Ordinance Authorizing Original Lease.

**Ordinance Authorizing  
Original Lease:** 2008-11-20-1035

**Ordinance Authorizing 1<sup>st</sup>  
Renewal & Extension:** 2014-04-10-0219

**Ordinance Authorizing 2nd  
Renewal & Extension:** 2019-11-07-0905

**Beginning of 3<sup>rd</sup> Renewal  
Term:** October 1, 2020

**Expiration of 3<sup>rd</sup> Renewal  
Term:** September 30, 2022

## **2. Defined Terms.**

All terms used in this instrument and not otherwise defined herein but defined in the Lease have the meanings previously ascribed to them. References to "Lease" in this Renewal and Extension of Lease include the original Lease.

**3. Term, Renewal and Extension.**

The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

**4. Rent.**

As in the original Lease, there is no rent due under the Lease for this renewal term and the Premises shall be made available to Tenant at no charge.

**5. Landlord's Early Termination.**

Landlord shall have the right to terminate this Lease upon ninety (90) days written notice to Tenant.

**6. No Contractual Right to Further Renewal.**

Tenant has no contractual right to renew the Lease further than the renewal term provided for in this document.

**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 Renewal and Extension.

**8. 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.

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**9. 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:**

**Landlord:**

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

**HEBCO Development, Inc.**

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

By: Todd Piland

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

Todd Piland  
Senior Vice President  
Tax ID: 74-2598597

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

Date: July 22, 2020

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

**Attest:**

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

**Approved as to Form:**

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