

# **Fifth Amendment of Lease Agreement**

(215 S. San Saba/SAFD)

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## **1. Identifying Information.**

### **Ordinance Authorizing Fifth Amendment:**

**Landlord:** San Saba Opportunity Fund, LP, as successor-in-interest to  
Burkhart, Shannon and Holmes, a Texas general partnership,  
d/b/a Washington Place

**Landlord's Address for** San Saba Opportunity Fund, LP  
**Notices and Payment of Rent:** c/o The Place Commercial Real Estate  
215 S. San Saba Street, Suite 120  
San Antonio, TX 78207

**Tenant:** City of San Antonio

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

**Premises:** Being (14,091) square feet in total, and comprised of (1,674) square feet in Suite 114, (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 located at 215 S. San Saba, San Antonio, Bexar County, Texas 78207 (hereinafter referred to as "the Building").

**Ordinance Authorizing Original Lease:** 2010-09-09-0782

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

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

**Ordinance Authorizing Third Amendment:** 2018-06-21-0477

**Ordinance Authorizing Fourth Amendment:** 2021-01-14-0006

## **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, as amended by the First Renewal and Amendment of Lease, Second Amendment and Extension of Lease, Third Amendment of Lease Agreement, and Fourth Amendment of Lease Agreement (collectively, the "Lease"), is hereby amended.

#### **3.02 Extension of Term and Adjustment in Monthly Rent.**

- (a) Extension of Term. The Lease term shall be extended an additional five (5) years. The lease extension term shall commence on May 1, 2023 and expire on April 30, 2028.
- (b) Monthly Rent. During the lease extension term, the Monthly Rent shall be:

Term	Rate S.F.	Monthly Rent
May 1, 2023 – April 30, 2024	\$22.00	\$25,833.50
May 1, 2024 – April 30, 2025	\$23.00	\$27,007.75
May 1, 2025 – April 30, 2026	\$25.00	\$29,356.25
May 1, 2026 – April 30, 2027	\$26.00	\$30,530.50
May 1, 2027 – April 30, 2028	\$27.00	\$31,704.75

#### **3.03 Landlord Maintenance and Improvements.**

Carpet. Landlord shall clean all of the carpeting in the Premises no later than May 31, 2023.

#### **3.04 Change in Base Year.**

The base year for calculating increases in real estate ad valorem taxes in Section 3.02 of the Lease, as amended, is 2022.

### **4. 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.

### **5. Same Terms and Conditions.**

This Fifth Amendment is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Fifth Amendment, 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.

## 6. 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 representative to set their hands.

**City of San Antonio,**  
A Texas Municipal Corporation

**San Saba Opportunity Fund, LP, a**  
Texas Limited Partnership

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

By: **Limestone Commercial, L.L.C.,**  
A Texas Limited Partnership Company,  
its General Partner

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

By:   
David K. Darr, Managing Member

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

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

Date: 2/28/23

**Approved as to Form:**

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