

3rd Amendment of Lease (San Antonio Police Department – 416 E. Commerce)

The lease agreement which commenced August 19, 2011 and has subsequently been renewed and expanded for a term that presently will expire August 31, 2027, and shall be referred herein as the “Lease”. This extension of Lease (“Extension of Lease”) is entered into between Landlord and Tenant amends the existing Lease as follows:

1. Identifying Information.

**Original Lease
Authorizing Ordinance:** 2010-09-02-0740

**Authority to Extend the
Lease to November 30,
2023** As per Article 1(h) of the original lease, Lease Term,
the term was automatically extended for two
additional 60-month terms

**Ordinance Authorizing
Extension of Lease to
August 31, 2027** 202205-05-0298

**Ordinance Authorizing
Expansion of Premises** 2023-05-04-0278

**Ordinance Authorizing
the 3rd Amendment of
Lease** 2024-xxxx

Tenant: City of San Antonio

Tenant’s Address: P.O. Box 839966, San Antonio, Texas 78283-
3966

Landlord: Riverbend Garage, L.L.C.

Landlord’s Address: 421 W. Market Street, San Antonio, Texas 78205

Premises: The Premises remains 10,444 rentable square feet as
provided in Article 1 of the 2nd Amendment to Lease.

Lease Expiration Date: August 31, 2027

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this Lease Extension, have the meanings ascribed to them in the Lease. References to “Lease” in this agreement include the original Lease.

3. Rent.

As provided in Section 6 of the 2nd Amendment Rent during the remainder of the term shall be revised as indicated in the chart below:

Term	Premises Rent	Parking Rent	Utilities	Monthly Rent
May 1, 2024 - May 31, 2024	\$11,501.21	\$40,083.65	\$250.00	\$51,834.86
June 1, 2024 - August 31, 2024	\$11,501.21	\$5,171.15	\$250.00	\$16,922.36
September 1, 2024 - August 31, 2027	\$11,501.21	\$5,390.77	\$250.00	\$17,141.98

The May 2024 charge for parking includes parking passes used by Tenant since November 2022 the use of which Landlord had not been previously compensated for.

During any further renewal option terms occurring after August 31, 2027 Rent will be charged according to the following schedule:

Second Option to Renew Term	Premises Rent	Parking Rent	Utilities	Monthly Rent
September 1, 2027 - August 31, 2030	\$15,666.00	\$5,632.34	\$250.00	\$21,548.34
September 1, 2030 - August 31, 2033	\$15,666.00	\$5,898.08	\$250.00	\$21,814.08

Third Option to Renew Term	Premises Rent	Parking Rent	Utilities	Monthly Rent
September 1, 2033 - August 31, 2036	\$17,406.87	\$6,190.39	\$250.00	\$23,847.26
September 1, 2036 - August 31, 2039	\$17,406.87	\$6,511.93	\$250.00	\$24,168.80

Within 90 days of the commencement of any Option to Renew Term, Landlord shall provide an allowance to Tenant not to exceed \$50,000 to be expended for improvements to the Premises as deemed appropriate by Tenant. Landlord shall manage the process to implement the improvements requested by Tenant and shall pay all costs associated therewith up to \$50,000.

4. Parking.

Article V of the Original Lease Tenant Parking is hereby stricken in its entirety and replaced with the following:

Parking: Effective May 1, 2024 Landlord will provide the following parking allocation in the form of parking cards to Tenant:

96 parking cards will be issued of which 8 parking cards will be used to access reserved spaces on the 2nd floor of the parking structure of which the Premises is part (the "Garage"), these 8 reserved spaces will be marked for Tenant's exclusive use and will be available 7 days a week, 24 hours per day. The remaining 88 parking passes will be used to access parking in the portions of the Garage open to the public.

City of San Antonio shall have exclusive use of the curb cut that exists along north side Market Street adjacent to the Garage.

5. Improvements.

Landlord will make improvements to the Premises at its cost (subject to the limitations below) and expense as specified by Tenant and requested by Tenant no later than July 30, 2024. Tenant will promptly pay to Landlord for all improvement costs not to exceed \$10,000 in a lump sum payment upon the later of (i) August 1, 2024 or (ii) 30 days of the date Landlord invoices Tenant for the cost of the Tenant specified improvements. Prior to receiving any reimbursement for the improvements, Landlord must submit to Tenant a complete accounting of the total cost including evidence that vendors hired to perform the work have been paid in full. In no event will Landlord be obligated to complete the improvements if the cost will exceed \$10,000, in which case Tenant's only recourse is to reduce the scope of the improvements so that they can be completed for \$10,000 or less.

6. No Default.

Neither City nor Landlord 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 the date of the City's signature on this amendment.

7. Same Terms and Conditions.

Except as specifically set forth in this First Lease Renewal to Lease Agreement, all the terms and provisions of the original Lease shall remain unmodified and in full force and effect.

Signature Page Follows

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

Tenant:

City of San Antonio,

A Texas municipal corporation

By: _____

Printed

Name: _____

Title: _____

Date: _____

Landlord:

Riverbend Garage, L.L.C.

By: UGP-San Antonio Garages, LLC

By: Urban Growth Property 4 Limited
Partnership

By: UGPLP 4 General Partner, LLC

By: Urban Growth Property Trust

By: James P. Mueller

Printed

Name: James P. Mueller

Title: Vice President

Date: June 4, 2024

Approved as to Form:

City Attorney