

**First Amendment of Sublease Agreement
(Development Services Department – Code Enforcement)**

This First Amendment of Sublease Agreement (this “First Amendment”) is between Jefferson Woodlawn Lake Community Development Corporation, a Texas non-profit corporation (“Landlord”), and the City of San Antonio, a Texas municipal corporation (“Tenant”), pursuant to City’s Authorizing Ordinance 2024-____-____-_____.

Whereas, Tenant and Landlord entered into a Sublease Agreement in September of 2019 for a term of five years, as authorized by City Ordinance 2019-02-14-0116, (the “Sublease Agreement”); and

Whereas, Tenant and Landlord now wish to amend the Sublease Agreement to include an additional five-year term, for a total term of ten years, expiring February 28, 2029; and

Now Therefore, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

1. Basic Information, Definitions.

Landlord: Jefferson Woodlawn Lake Community Development Corporation, a Texas non-profit corporation

Landlord’s Address: 1800 Fredericksburg Road, Suite 116
San Antonio, Texas 78201

Tenant: City of San Antonio (City), a Texas municipal Corporation, on behalf of the City’s Development Services Department

Tenant’s Address: P.O. Box 829966, San Antonio, TX 78283-3966
(Attention: Leasing Manager, Center City Development Office)

Premises: Approximately 1,368 of rentable square feet (RSF) constituting Suite 118, in the Travis Building (Building) located at 1800 Fredericksburg Road, San Antonio, Texas 78201, as graphically depicted on **Exhibit A** of the Sublease Agreement.

Permitted Use: General Office

Commencement Date of

Amended Term: June 1, 2024

2. Defined Terms.

2.01. All capitalized terms used in this First Amendment without definition herein shall have the meanings assigned to such terms in the Sublease Agreement.

3. Amendment.

3.01. Article 1, Basic Information, Definitions, Term is hereby amended to read as follows:

Amended Term: Five years from the Commencement Date of Amended Term

Essential Services: (a) HVAC to the Premises reasonable for the Permitted Use; (b) hot and cold water for break room sink, lavatories, and drinking; (c) lighting in Common Areas and fluorescent lights in the Building's standard light fixtures on the Premises; and (d) Common Area conference room for the Permitted Use.

3.02. Article 3, Section 3.01, is hereby amended to read as follows:

3.01 The monthly rent for the 5-year amended term is as follows:

June 1, 2024 – May 30, 2025	\$666.67
June 1, 2025 – May 30, 2026	\$700.00
June 1, 2026 – May 30, 2027	\$735.00
June 1, 2027 – May 30, 2028	\$771.75
June 1, 2028 – May 30, 2029	\$810.34

3.03. Section 7.09.03 is hereby added to Article 7, Landlord's Affirmative Promises, and reads as follows:

7.09.03 No later than June 1, 2024, Landlord, at Landlord's sole cost and expense, shall install new horizontal blinds to all windows facing Fredericksburg.

4. Miscellaneous.

4.01. *Applicable Law.* This First Amendment is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** Both parties' obligations under this First Amendment are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this Amendment is only in Bexar County, Texas.

4.02. *Severability.* If any part of this First Amendment is found invalid or unenforceable, the finding does not affect the remainder.

4.03. *Successors.* This First Amendment inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

4.04. *Integration.* **This First Amendment Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The**

Parties.

4.05. Counterparts. This First Amendment may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this First Amendment, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

4.06. Incorporation of Exhibits. All exhibits to the Sublease Agreement are incorporated into it for all purposes as if fully set forth.

5. Public Information.

5.01. 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 First Amendment waives an otherwise applicable exception to disclosure.

6. Terms and Conditions.

6.01. All other terms, conditions, covenants and provisions of the Sublease Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this First Amendment of the Sublease Agreement.

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

Landlord:

Tenant:

Jefferson Woodlawn Lake Community
Development Corporation, a Texas non-profit
corporation

City of San Antonio, a Texas Municipal
Corporation

Signature: _____

Signature: Paul Stahl

Name: _____

Name: Paul Stahl

Title: _____

Title: Board Chair,

Date: _____

Date: JWL CDC

Approved as to Form:

5/11/2024

Assistant City Attorney