

**MUTUAL TERMINATION OF THE LEASE AGREEMENT BY AND BETWEEN
CITY OF SAN ANTONIO AND K9S FOR WARRIORS**

This Mutual Termination of the Lease Agreement (the “Agreement”) is entered into by the City of San Antonio (“City”), a Texas municipal corporation, and K9s For Warriors, a 501(c)(3) non-profit organization registered in the state of Florida (“Tenant”) and is effective on the date of the last signature by City and Tenant (the “Effective Date”). The City and Tenant are each referred to as a “Party” and collectively as the “Parties”. All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Lease.

RECITALS

WHEREAS, pursuant to City Ordinance 2019-01-17-0027, City and Tenant previously entered into a Lease Agreement dated February 20, 2019 to which City granted Tenant lease rights to a 3.22 acre tract of undeveloped land located at 4630 State Highway 151, San Antonio, Texas 78227 (the “Land”) adjacent to the City’s Animal Care Services (“ACS”);

WHEREAS, the 2019 Lease Agreement was amended by the Parties on February 23, 2022 (the Lease Agreement and the First Amendment are referred to herein as the “Lease”);

WHEREAS, pursuant to the Lease, Tenant constructed a kennel and office facility on the Land (the “Facility”);

WHEREAS, Tenant desires to expand its living quarters at its San Antonio ranch to focus on matching highly trained service dogs with veterans suffering from PTSD, traumatic brain injury and other traumas;

WHEREAS, City desires additional capacity for its ACS programs and services; and

WHEREAS, the Parties deem it mutually beneficial to terminate the Lease pursuant to Section 11.2 of the Lease;

NOW THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

Section 1. Identifying Information.

- 1.1 Authorizing Ordinance for Mutual Termination of Lease Agreement. 2025-_____
- 1.2 Tenant. K9s For Warriors, a Florida non-profit organization.
- 1.3 Tenant’s address. 114 Camp K9 Road, Ponte Vedra, Florida 3208.
- 1.4 Ordinance authorizing Lease. 2019-01-17-0027.
- 1.5 Lease. Lease Agreement between City of San Antonio and K9s for Warriors.
- 1.6 Termination Date. Closing Date.

Section 2. Termination.

- 2.1 Termination Date. The Parties agree that in lieu of the original expiration date under the Lease, the Lease shall terminate on the later of these dates: (i) the effective date of the Authorizing Ordinance, (ii) the date this Agreement and Bill of Sale for the Facility have been fully executed by the last party to sign (as indicated by the date associated with each Party's signature); and (iii) the day Tenant receives the Purchase Price payment for such sale (the "Termination Date"). On the Termination Date, Tenant shall vacate the Facility and surrender the Facility to the City "as is".
- 2.2 Memorandum of Termination. On the Termination Date, the Parties may execute and record a Memorandum of Lease Termination Agreement as shown in Exhibit B, attached hereto and incorporated herein for all purposes. This Agreement shall not be recorded unless both Parties agree in writing thereto.

Section 3. Purchase of Facility.

- 3.1 Purchase Price. City agrees to purchase the Facility for TWO MILLION DOLLARS (\$2,000,000). The City shall remit payment to the Tenant upon execution of the Agreement.
- 3.2 The Facility. The Facility will be conveyed to the City as-is, without warranty or guarantee, and the conveyance will include all fixtures, alterations, additions, improvements, including all buildings and trade fixtures, located on the Land, as well as certain personal property as identified on Exhibit A hereto. To the extent reasonable, the City through ACS will maintain the memorial tree on the Land honoring Ellie Meza.
- 3.3 Closing Date. The Parties agree to close upon execution of the Agreement.

Section 4. No Default; No Outstanding Liabilities.

- 4.1 No Default. Neither City nor Tenant is in default under the Lease.
- 4.2 No Outstanding Liabilities. Neither Party has any liabilities to the other arising from the Lease which are outstanding.
- 4.3 Mutual Release. Upon both Parties satisfying their obligations as set forth in this Agreement, City releases, discharges, and waives any claims known or unknown, against Tenant, its successor, assigns, officers, or directors, arising out of or in any way connected with the Lease or Tenant's possession of the Facility through the Effective Date; and Tenant releases, discharges, and waives any claims, known or unknown, against the City, its successors, assigns, officers or directors, arising out of or in any way connected with the Lease through the Effective Date.

Section 5. Miscellaneous.

- 5.1 Binding on Successors and Assigns. This Agreement shall be for the benefit of and binding upon the Parties hereto and their respective successors and assigns.
- 5.2 Final Agreement. This Agreement shall constitute the final agreement and understanding of the Parties on the subject matter hereof. This Agreement may be modified only by a writing signed by the Parties.

- 5.3 Texas Law; Illegality. This Agreement shall be governed by the laws of the State of Texas. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be constructed as if such invalid, illegal or unenforceable provision had not been contained herein.
- 5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below.

CITY:
City of San Antonio, a Texas municipal
Page]
corporation

TENANT:
[Signature on Following

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
COUNTY OF BEXAR §

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity and the capacity stated.

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

Approved as to Form:

City Attorney

TENANT:

K9s For Warriors, a Florida non-profit organization

By: _____

Name: Dan Bean

Title: Chief Executive Officer

Date: _____

THE STATE OF FLORIDA §
COUNTY OF ST. JOHNS §

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for K9s For Warriors, a Florida non-profit organization, on behalf of that entity and the capacity stated.

Date: _____

Notary Public, State of Florida

My Commission Expires: _____

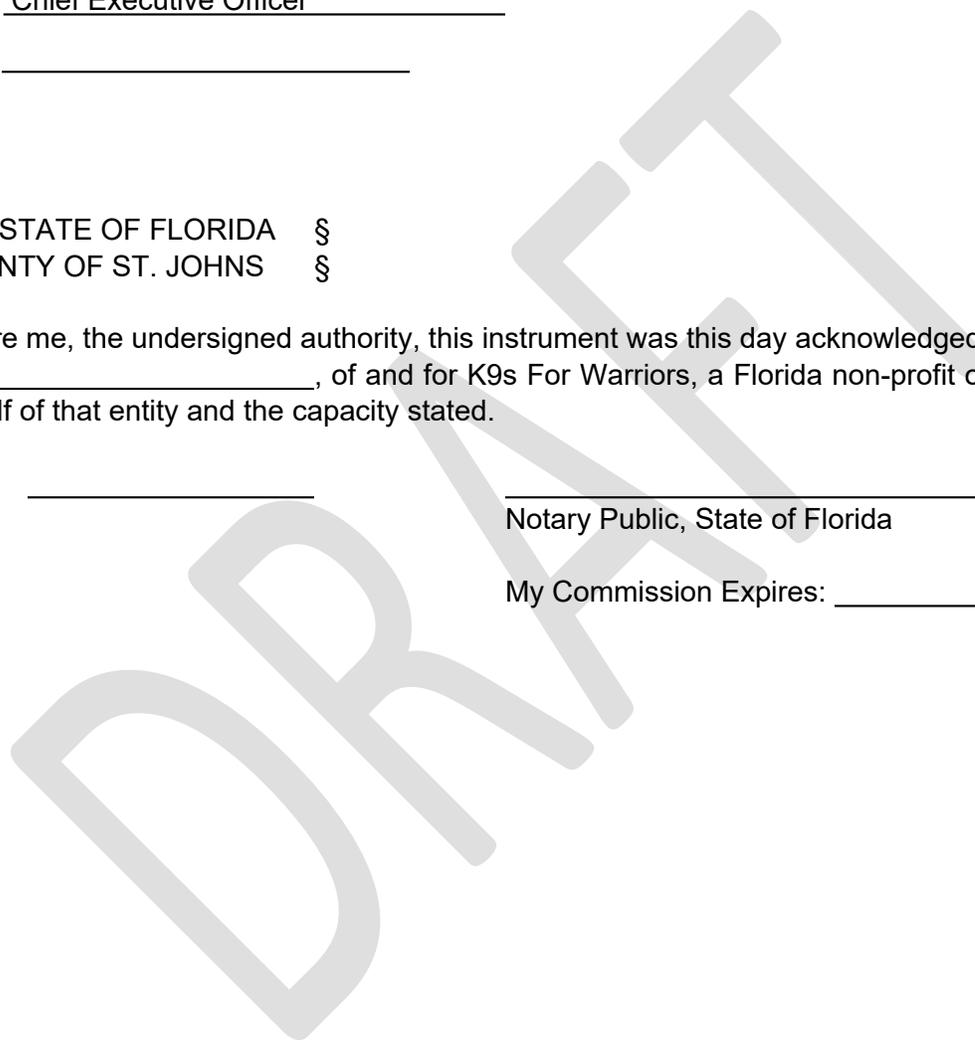


Exhibit A

PERSONAL PROPERTY TO CONVEY WITH FACILITY

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construed to amend, modify, or change any of the terms, provisions, conditions, or covenants of the Agreement, and both the Agreement and this Memorandum shall be deemed to constitute a single instrument. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall in all events control.

Executed as of the date set forth below, to be effective however for all purposes as of _____, 2025.

CITY OF SAN ANTONIO

By: _____

Name: _____

Title: _____

K9s For Warriors, a Florida non-profit organization

By: _____

Name: Dan Bean

Title: Chief Executive Officer

AFTER RECORDING RETURN TO:
Office of the City Attorney
P.O. Box 839966
San Antonio, Texas 78283

**Exhibit A to the
MEMORANDUM OF LEASE TERMINATION AGREEMENT**

Legal Description

3.22 acre (140,337.54 square foot) tract of land, out of Lot 16, Block 3, New City Block 16504, COSA-ACF Unit 1 Subdivision, City of San Antonio, Bexar County, Texas according to map or plat recorded in volume 9569, Pages 191-192, Official Public Records, Bexar County, Texas.

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Exhibit C
BILL OF SALE

Authorizing Ordinance:

Seller: K9s For Warriors, a Florida non-profit organization

Seller's Mailing Address: 114 Camp K9 Road, Ponte Vedra, St. John's County Florida
32081
Attn: Dan Bean, Chief Executive Officer

Buyer: City of San Antonio, a Texas municipal corporation

Buyer's Mailing Address: P.O. Box 839966, San Antonio, Bexar County, Texas 78283-
3966
Attn: City Attorney

Consideration: \$2,000,000.00

Facility: The building known as the PetCo Love K9 Center, an approximately 5,000 square foot facility with space for 30 kennels and five distinct yards, including parking, located on the real property at 4630 State Highway 151, San Antonio, Texas 78227, more particularly described in Attachment A hereto

Lease: Lease Agreement between the City of San Antonio, a Texas municipal corporation, as Landlord and K9s For Warriors, a Florida non-profit organization, as Tenant for the lease of a 3.22 acre tract of undeveloped land located adjacent to the City's Animal Care Services facilities on 4710 Highway 151, San Antonio, Texas 78227 (the "Land") and the First Amendment to the Lease Agreement Between the City of San Antonio and K9s For Warriors dated February 23, 2022, both attached hereto as Attachment B, which is incorporated into this instrument for all purposes as if fully set forth

Additional Property: All furniture, furnishings, fixtures, equipment, and other tangible personal property identified in Attachment C hereto

Predicate Facts

Buyer and Seller entered in the Lease, wherein Seller leased from Buyer that certain land described in the Lease and Seller committed to construct the Facility on the Land. Seller owns the Facility constructed on the lot referred to as 4630 State Highway 151, San Antonio, Texas 78227, as well as the Additional Property located in the Facility (the Facility and the Additional Property collectively referred to herein as the "Property").

Seller and Buyer have agreed in that certain Mutual Lease Termination Agreement to terminate the Lease and convey all of Seller's rights, title, and interest in the Property to the Buyer.

Sale

Now Therefore, the Parties agree and act as follows:

1. For consideration listed hereinabove, the sufficiency and receipt of which are hereby acknowledged, Seller does hereby sell and convey the Property to Buyer.
2. THE PROPERTY IS BEING CONVEYED "AS IS", "WHERE IS", AND "WITH ALL FAULTS", WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, BUYER IS HEREBY ACQUIRING THE PERSONAL PROPERTY BASED SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR, OR IMPROVE ANY OF THE PROPERTY. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL, OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR SELLER'S TITLE THERETO.
3. This instrument is void unless, contemporaneously with its execution and delivery, Seller and Buyer likewise execute and deliver an executed Mutual Termination of Lease Agreement document in substantially the same form as Attachment D hereto. At the termination of the Lease, Buyer may execute and record a Memorandum of Lease Termination Agreement in the same form as Attachment E hereto. Third parties may rely on the Memorandum without inquiry as proof that the Lease is terminated, that Buyer is re-vested with title to the Facility, and the Facility is part of the real estate to which it is attached.
4. Seller must indemnify according to the terms of this paragraph.
 - a. Seller shall indemnify Buyer and its officials, officers, employees, agents, and other representatives (collectively the "Buyer Indemnitees") against all loss, cost, liability or expense, directly or indirectly arising out of Buyer's use of the Property ("Indemnified Claim") before the Effective Date (the "Termination Date" under Mutual Termination of Lease Agreement). Indemnified Claims include those arising from liens on the Facility or from property damage and from personal and bodily injury, including death. In addition to the indemnity required under this instrument, each Buyer Indemnitee may, at its own expense, participate in its defense by counsel of its choosing without relieving or impairing the Indemnitor's obligations under this paragraph. Indemnitor may not settle any Indemnified Claim without Indemnitee's consent, unless (a) the settlement will be fully funded by Indemnitor, and (b) the proposed settlement does not contain an admission of liability or wrong doing by any Buyer Indemnitee. Even if Buyer is not a Buyer Indemnitee as to a particular Indemnified Claim, Indemnitor must give Buyer at least 10 days advanced written notice of the details of a proposed settlement before it becomes binding.

- b. Indemnitor must promptly advise Buyer in writing of any Indemnified Claim if received within five years of the date first written above and must, at its own cost, investigate and defend the Indemnified Claim. If Buyer is a Buyer Indemnitee as to a particular Indemnified Claim, Buyer may require Indemnitor to replace the counsel Indemnitor has hired to defend Buyer Indemnitees. Buyer may also require Indemnitor to hire specific-named counsel for so long as the named counsel's hourly rates do not exceed the usual and customary charges for counsel handling sophisticated and complex litigation in the locale where the suit is pending. No such actions impair Indemnitor's obligations under this indemnity paragraph. Regardless of who selects the counsel, the counsel's clients are Buyer Indemnitees, not Indemnitor.
5. Nothing in this instrument waives governmental immunity or other defenses of Indemnitees under applicable law.

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IN WITNESS WHEREOF, the Parties have caused their representatives to set their hands:

SELLER:

K9s For Warriors,
a Florida non-profit organization

By: _____

Name: Dan Bean

Title: Chief Executive Officer

Date: _____

THE STATE OF FLORIDA §
COUNTY OF ST. JOHNS §

Before me, the undersigned authority, this instrument was this day acknowledged by _____
_____, of and for K9s For Warriors, a Florida non-profit organization, on
behalf of that entity and the capacity stated.

Date: _____

Notary Public, State of Florida

My Commission Expires: _____

BUYER:

City of San Antonio,
a Texas municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
COUNTY OF BEXAR §

Before me, the undersigned authority, this instrument was this day acknowledged by _____
_____, of and for the City of San Antonio, a Texas municipal
corporation, on behalf of that entity and the capacity stated.

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

Approved as to Form:

City Attorney

Attachments to Bill of Sale

Attachment A: Description of the Land and Improvements

Attachment B: Lease Agreement with First Amendment to Lease Agreement

Attachment C: Additional Property

Attachment D: Mutual Termination of Lease Agreement

Attachment E: Memorandum of Lease Termination Agreement

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