

1st Renewal and Amendment

(City Council District 2 Constituent Office – 4351 Rittiman)

This 1st Renewal and Amendment (“Amendment”) is entered into between the landlord, Warfield 4, a Series of Warfield Properties, LLC, a Texas series limited liability company (hereinafter known as “Warfield 4”) (“Landlord”) and tenant, the City of San Antonio (“Tenant”). The Original Lease Agreement is dated October 9, 2017, and was authorized by City of San Antonio Ordinance 2017-10-05-0749. This 1st Renewal and Amendment and the Original Lease Agreement shall be collectively read and referred to as the “Lease”.

1. Identifying Information, Definitions.

Landlord:	Warfield 4, a Series of Warfield Properties, LLC, a Texas series limited liability company (hereinafter known as “Warfield 4”)
Landlord’s Address:	c/o Ernest Soble Commercial Properties, Inc., P.O. Box 790885, San Antonio, Texas 78279-0885
Tenant:	City of San Antonio
Tenant’s Address:	ATTN: Center City Development & Operations Department, Leasing Manager P.O. Box 829966 San Antonio, Texas 78283-3966
Leased Premises:	Approximately 1,892 rentable square feet located at 4351 Rittiman Road, with three parking spaces, in San Antonio, Texas 78218, as depicted on Exhibit A
Commencement Date:	The date of issuance of the landlord-obtained Certificate of Occupancy and will be established by Exhibit B , Lease Commencement Memorandum
Binding Date:	This Amendment is binding on the parties on the later of: (A) The effective date of the Ordinance Authorizing Amendment; or (B) The later of the signatures of the two parties.

2. Extension of Lease Term.

The Term of the Lease is hereby extended through the last day of that calendar month which is sixty (60) months from the date when rent is first payable as described in Section 3 below.

3. Rent. The Rent during the extension of the Lease Term described in Section 2 begins on the first day of the month following the Commencement date and shall be:

1 st Renewal Term - Monthly Rent	
Years 1 & 2	\$1,875.00
Years 3 & 4	\$1,931.24
Year 5	\$1,989.19

4. Amendment, Premises.

The existing Leased Premises is approximately 632 rentable square feet located at 4351 Rittiman Road, San Antonio, Texas 78218, is hereby amended to add 1,260 square feet, for a new Leased Premises total square footage of 1,892 square feet. It is also recognized and agreed that the above named Landlord is the successor to and assignee of Warfield, A General Partnership.

5. Landlord’s Work.

Landlord shall facilitate and substantially complete all aspects of the renovation and expansion of the Leased Premises in accordance with **Exhibit A** (“Landlord’s Work”), with Landlord using its reasonable efforts to do so no later than 120 days after the date of issuance of the Building Permit for the Leased Premises; provided, however, should there arise unavoidable causes or unforeseen circumstances beyond the Landlord’s control (including but not limited to change orders initiated by Tenant, delays in receiving materials and supplies, or issues in obtaining other required permits, licenses or approval from any governmental related entity), then the aforesaid time period for completing Landlord’s Work shall be extended for a reasonable period of time to compensate therefor. Landlord, at Landlord’s sole cost and expense, shall pay an amount not to exceed one hundred and seventy-eight thousand, two hundred and eighty-four dollars (\$178,284.00) for Landlord’s Work in accordance with **Exhibit A**. The Tenant will timely reimburse Landlord for expenses related to Landlord’s Work within ten (10) days after Landlord notifies Tenant in writing that Landlord has incurred and paid individual invoices or draws, in a total amount not to exceed one hundred and seventy-eight thousand, two hundred and eighty-four dollars (\$178,284.00). In the event the cost to complete Landlord’s Work exceeds the sum specified in this paragraph, Tenant may (a) agree to reimburse Landlord for such excess cost (in the same manner as provided for herein) and Landlord shall proceed to completion, or (b) accept the Leased Premises as complete in their condition when the cost of Landlord’s Work becomes the sum specified in this paragraph.

Landlord, at Landlord’s sole cost and expense will provide Tenant an asbestos survey for the Leased Premises no later than the Commencement Date. In the event that the asbestos survey reveals the presence of friable asbestos, Landlord will, at Landlord’s sole cost and expense hire a professional environmental remediation company to encapsulate and/or remediate the friable asbestos, and upon completion, provide Tenant with a new or updated asbestos survey indicating that there is no friable asbestos present in the Leased Premises.

6. 2nd Renewal Term Option.

Tenant has the option to renew this Lease for one additional five-year renewal term (the 2nd Renewal Term), provided Landlord has received written notice from Tenant (“Renewal Notice”) no later than one hundred and eighty (180) days before the end of the 1st Renewal Term. Tenant can provide Landlord its’ Renewal Notice via email to Ernest Soble Commercial Properties (att’n: Stephen M. Soble) or Landlord’s designee, provided Landlord has provided Tenant the designee’s name and email address no later than thirty

(30) days prior to the renewal notice deadline date. In the event that Landlord and Tenant are unable to agree on the 2nd Renewal Term rental rates within ninety (90) days from the renewal notice date, then the 2nd Renewal Term option becomes null and void. The monthly rent during the 2nd Renewal Term shall be:

2nd Renewal Term Monthly Rent	
Year 1	\$1,989.19
Years 2 & 3	To be negotiated, but not less than \$2,048.86 nor more than \$2,250.00
Years 4 & 5	To be negotiated, but not less than 103% nor more than 110% of the monthly rental payable during the previous rental adjustment period (Years 2-3)

7. Same Terms and Conditions.

This Amendment is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Amendment, the Lease remains a comprehensive statement of the rights and obligations of Tenant and Landlord. Tenant and Landlord 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. If this Amendment conflicts with the Lease, this Amendment controls.

8. 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.

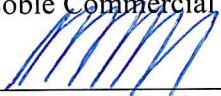
In Witness Whereof, the parties have caused their representatives to set their hands.

Landlord:

Tenant:

Warfield 4, a Series of Warfield Properties, LLC, a Texas series limited liability company by and through its managing agent, Ernest Soble Commercial Properties, Inc.

City of San Antonio, a Texas municipal corporation

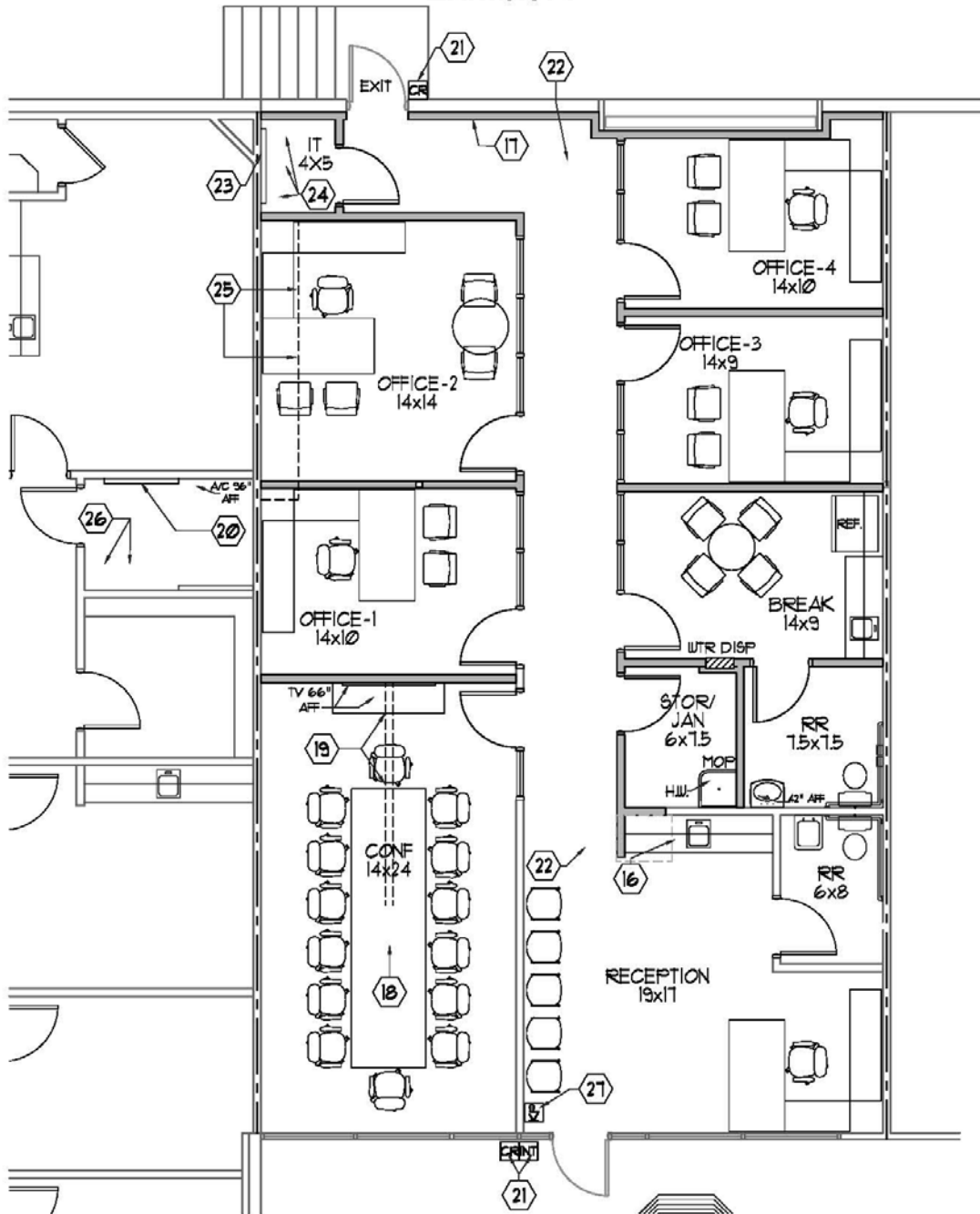
By: 
 Printed Name: Stephen M Soble
 Title: President
 Date: 9/1/22

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Approved as to Form:

 City Attorney

Exhibit A



⊕ Schematic Plan

Floor Plan

Scale: 1/8" = 1'-0"

Date: 03.16.22

Pricing Notes: 05.12.22

Rev Pricing Notes: 05.20.22

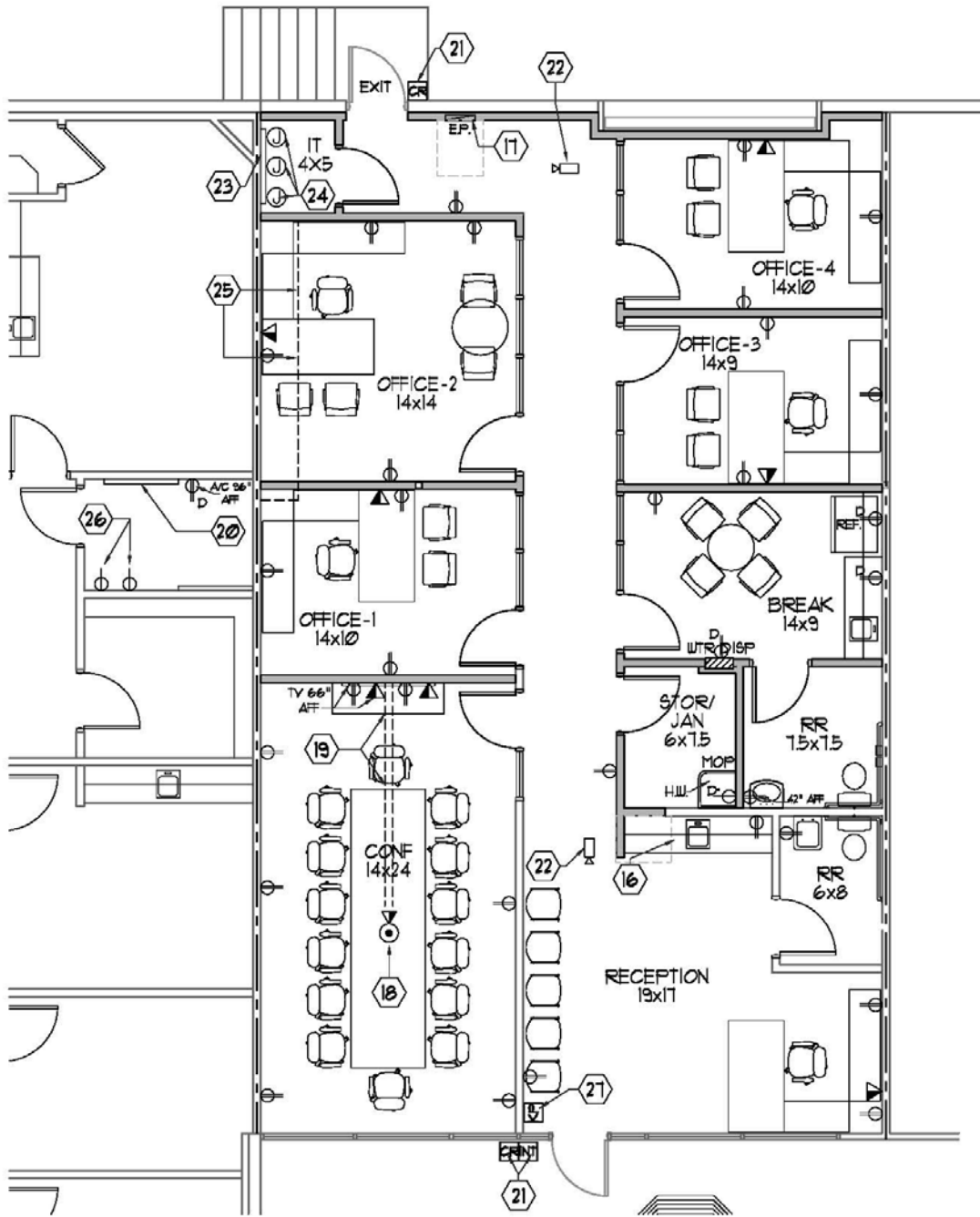
DISTRICT 2 - OFFICE - EXPANSION

4351 Rittiman | Expansion Area = 1,260 RSF | Total Area = 1,892 RSF

INSITE



Exhibit A



⊕ Power Plan

Scale: 1/8" = 1'-0"

Date: 05.12.22

Pricing Notes: 05.12.22

Rev Pricing Notes: 05.20.22

Power Plan

DISTRICT 2 - OFFICE - EXPANSION

4351 Rittiman | Expansion Area = 1,260 RSF | Total Area = 1,892 RSF

INSITE



Exhibit A

District 2

4351 Rittiman

May 12, 2022

May 20, 2022 Revised

INSITE

Preliminary Pricing Notes

GENERAL CONDITIONS:

1. These notes are for preliminary pricing only and not for construction. Contractor to visit site and verify existing conditions.
2. Provide for new Roof Top HVAC Units, Ducting and Thermostats as required for new wall configurations and to meet all applicable codes. **The GC is to provide for Certified Test and Balance report.**
3. Provide all safety systems and items required, such as exit signs, emergency lights, fire extinguishers, smoke detectors, to meet all applicable codes. All systems to be tied into building system as required.
4. All new interior partitions to be 3 5/8" metal studs at 24" O.C. and to extend 6" above the ceiling line unless noted otherwise. Also provide in wall 3 1/2" sound batt insulation in all new partitions.
5. All new interior doors, frames, and hardware to be new 3'x7'x1 3/4" thick with plastic laminate veneer in clear anodized aluminum frame. All hardware is to be lever type by Schlage AL Series. (Note: replace existing door and frame at restroom.)
6. Ceiling tile and grid is to be new 2x4, by Armstrong Dune, Second look II with 15/16" tee-grid. (Remove/replace existing ceiling tile/grid within existing premises.)
7. The suite is to be vacant during construction.
9. All Data/Voice and Security conduit/junction boxes to be installed and conform to the CoSA standard for cabling and the guidelines for security. Refer to attached CoSA documents.

LIGHTING ALLOWANCES

- 2 New toggle wall switches and hallway
- 9 New motion activated light switches with dimming
- 20 New LED 2x4 light fixtures by Lithonia EPANL (flat panel)
- 10 New LED 2x2 light fixtures by Lithonia EPANL (flat panel)
- 10 New LED Downlights by Lithonia (at conf room)

Exhibit A

District 2

4351 Rittiman

May 12, 2022

May 20, 2022 Revised

INSITE

FINISH NOTES:

1. Provide new LVT flooring and rubber base at reception area, hallways, Restrooms (2), security closet and Jan/Storage room. LVT flooring allowance to be \$4.50 per SF installed. (allowance not to include demo., floor prep, freight or tax.)
2. Provide new Carpet tile and rubber base and all private offices and conference room. Carpet tile allowance to be \$30.00 per SY installed. (allowance not to included demo., floor prep, freight or tax.)
3. All walls new and existing to receive 2 coats of interior latex enamel, eggshell finish, roller texture, unless noted otherwise. Allow for 2 accent colors. Sand smooth existing partitions to remain.

KEYED NOTES – Floor Plan:

1. Existing demising partitions, add fire caulk at roof deck and close/seal any openings.
2. New plastic laminate veneer countertop, base and wall cabinets.
3. Refrigerator by tenant, provide for water lines with shut-off valves to refrigerator.
4. Stainless steel sink, 17"x 20" with hands free goose neck faucet by Moen Align or equal. Also provide connection to above ceiling hot water unit.
5. New restroom, provide the following items:
 - A. Floor mounted, siphon jet tank type toilet, H/C height seat.
 - B. Wall mounted sink with hands free faucet
 - C. Accessories: paper towel dispenser with waste receptacle, 2-roll toilet paper dispenser, 24"x42" framed mirror, and continuous 54"x36" grab bar.
 - D. Floor drain
 - E. GWB ceiling, painted
 - F. Ceiling mounted exhaust fan
 - G. Epoxy wall paint
6. Floor mounted service (mop) sink and faucet with 20 gal. electric hot water unit mounted above and connections to all sinks.
7. In wall non-combustible wood blocking for tenant provided wall mounted T

Exhibit A

District 2

4351 Rittiman

INSITE

May 12, 2022

May 20, 2022 Revised

8. Add new manual roller shades at existing exterior glass. Remove existing mini-blinds.
9. Provide for new R-26 thermal insulations at roof deck and mounted with pins between joists throughout suite.
10. Add painted G.W.B. furr-out over existing concrete tile wall and overhead door, 3-5/8" metal studs at 24" O.C. with R-19 insulation and extend floor to roof deck.
11. Clean and service existing plumbing fixtures and provide connection to new Hot water unit.
12. Remove existing electrical panel. Refer to power plan notes for new panel.
13. New 1/4" x 7' tempered glass windows in clear anodized aluminum frames to match door frames. Also provide allowance for 48" high film band at all glass.
14. Prepare and paint existing hollow metal door and frame, (at back door).
15. New recessed water dispenser/bottle filler by Elkay or equal with filter and above ceiling chiller.

POWER PLAN – KEYED NOTES:

16. Remove existing electrical panel.
17. New recessed electrical panel.
18. New flush floor box type outlet with quad plex electrical receptacles and 2-1.25" dia. conduits for cabling.
19. Extend the 2 - 1.25" dia. conduits to from floor outlet to new partition and stub out above ceiling line and with connection to **CoSA provided A/V (20"x30") Back Box, recessed. Refer to CoSA detail sheets.**
20. New Dedicated duplex **(208V)** wall outlet and new wall mounted a/c wall pack, (1-ton) with pump for condensation. Note thermostat to be hardwire/wall mounted and no remote.
21. New Card reader and Intercom unit (by CoSA), GC to provide 4x4 service box's (stacked) with pull string and mounted to window mullion. Conceal pull strings within mullion and stub out above new lay-in ceiling. Note: at rear door only Card reader required.

Exhibit A

District 2

4351 Rittiman

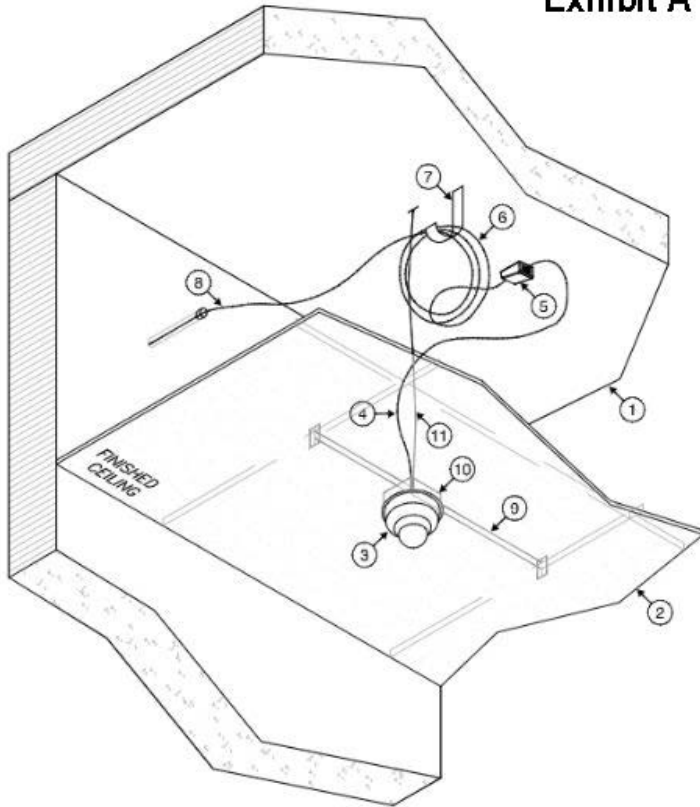
May 12, 2022

May 20, 2022 Revised

INSITE

22. 2- ceiling mounted cameras (by CoSA- refer to detail sheets), GC to provide for 4x4 service box with mud cover/pull string and mounted to tee-grid. Refer to CoSA detail sheets.
23. 3/4" x 48" x 96" non-comb. and painted plywood equipment board.
24. 3- wall mounted dedicated (20 amp) electrical hardwire outlets, refer to CoSA elevation for mounting heights. Note: install outlets at time of equipment installation.
25. Extend 1" dia. conduit above ceiling from existing WIC server room to new security closet.
26. Install new (2) L6-20 A/208V outlets at existing WIC server room, coordinate mounting locations with CoSA.
27. Security system keypad location, equipment by CoSA, GC to provide for recessed 4x4 j-box with 1" conduit and pull string stub out above ceiling.

Exhibit A



KEYED NOTES:

- ① CEILING DECK AS SCHEDULED.
- ② LAY-IN CEILING AS SCHEDULED.
- ③ CEILING MOUNTED INTERIOR IP VIDEO SURVEILLANCE DOME CAMERA (OFOI).
- ④ PATCH CORD (BY DIV 27).
- ⑤ SURFACE MOUNT DATA OUTLET ABOVE ACCESSIBLE CEILING (BY DIV 27).
- ⑥ 20 FOOT SERVICE LOOP ABOVE ACCESSIBLE CEILING NEATLY COILED AND SECURED TO J-HOOK (BY DIV 27).
- ⑦ J-HOOK ABOVE ACCESSIBLE CEILING (BY DIV 27).
- ⑧ DATA CABLE ABOVE ACCESSIBLE CEILING (BY DIV 27).
- ⑨ HEAVY DUTY T-GRID, SURVEILLANCE CAMERA SUPPORT ATTACHED TO CEILING GRID (BY DIV 26).
- ⑩ DOUBLE GANG BACKBOX WITH SINGLE-GANG MUD RING (BY DIV 26).
- ⑪ GUIDEWIRE FROM DOUBLE GANG BACKBOX WITH SINGLE-GANG MUD RING TO STRUCTURE (BY DIV 26).

TYPICAL INTERIOR CEILING MOUNTED SURVEILLANCE CAMERA

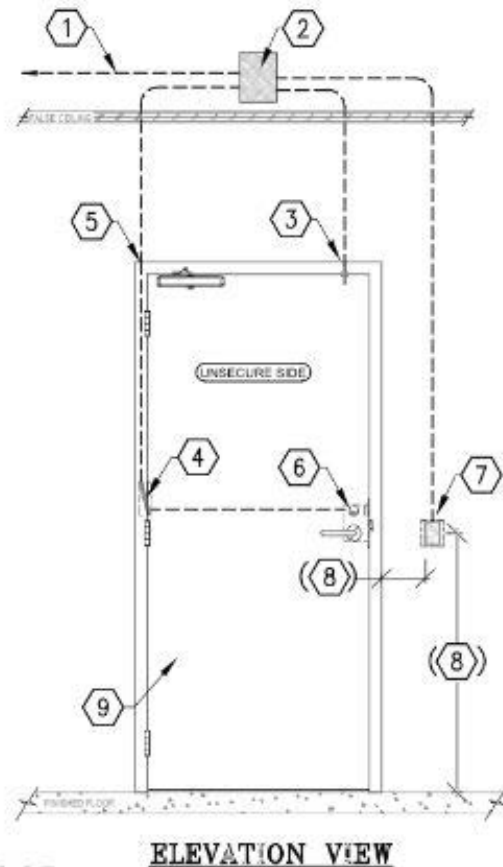
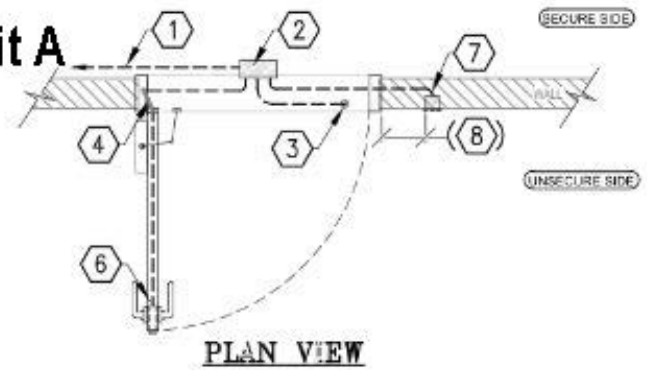


SCALE: N.T.S.

KEYED NOTES:

- 1** $\frac{3}{4}$ " ϕ CONDUIT TO ACCESSIBLE CEILING FOR PATHWAY AND WIRING TO SECURITY CONTROL LOCATION. (BY DIV 26)
- 2** CONCEALED 6" X 8" X 4" COVERED JUNCTION BOX LOCATED NEAR DOOR ABOVE CEILING ACCESSIBLE TO SECURE SIDE. (BY DIV 26)
- 3** CONCEALED DOOR POSITION SENSOR. PROVIDE $\frac{3}{4}$ " ϕ CONDUIT AND REQUIRED FRAME AND PATHWAY PREPARATION.
- 4** POWER TRANSFER FOR WIRE ROUTING TO J-BOX. (BY DIV 08)
- 5** PROVIDE $\frac{3}{4}$ " ϕ CONDUIT, REQUIRED FRAME, AND PATHWAY PREPARATION FOR WIREWAY THROUGH DOOR.
- 6** ELECTRIFIED LOCKSET WITH INTEGRAL REX SWITCH. (BY DIV 08)
- 7** SINGLE GANG JUNCTION BOX AND $\frac{3}{4}$ " ϕ CONDUIT FOR CARD READER. (BY DIV 26)
- 8** MOUNT CARD READER ON UNSECURE SIDE 42" AFF AND 6" OPTIMUM FROM DOOR.
- 9** COORDINATE WITH DIVISION 08 DOOR AND HARDWARE SPECIFICATIONS/DRAWINGS.

Exhibit A



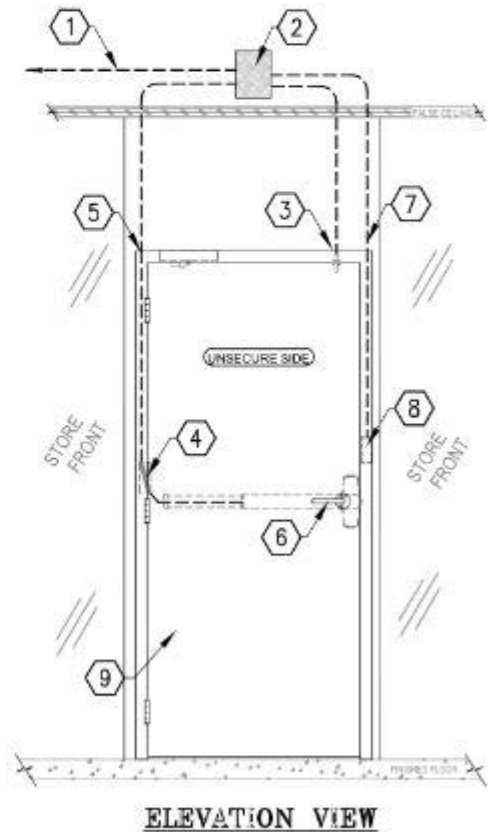
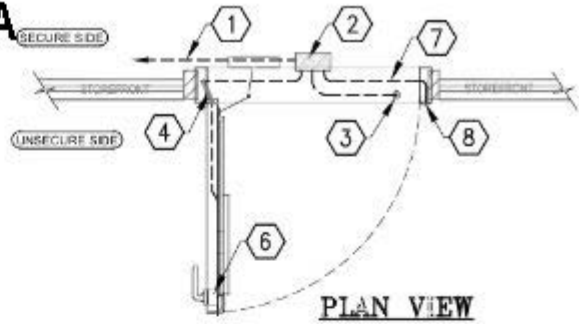
4 SINGLE ELEC. LOCK CARD READER DOOR

SCALE: Not to Scale

KEYED NOTES:

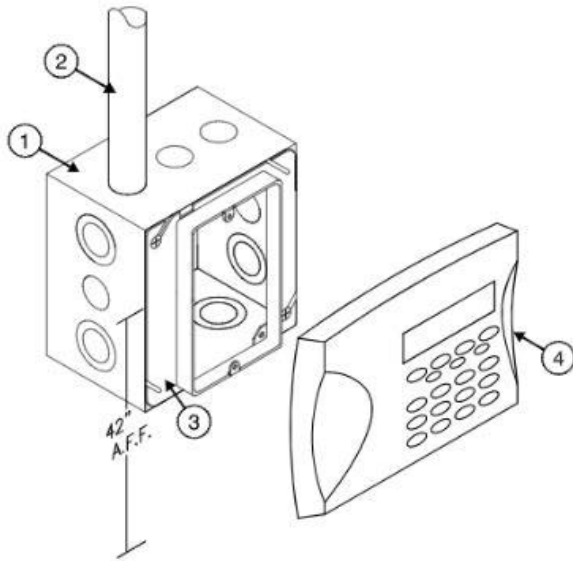
Exhibit A

- ① 3/4"φ CONDUIT TO ACCESSIBLE CEILING FOR PATHWAY AND WIRING TO SECURITY CONTROL LOCATION. (BY DIV 26)
- ② CONCEALED 6" X 8" X 4" COVERED JUNCTION BOX LOCATED NEAR DOOR ABOVE CEILING ACCESSIBLE TO SECURE SIDE. (BY DIV 26)
- ③ CONCEALED DOOR MONITOR SWITCH. PROVIDE 3/4"φ CONDUIT AND REQUIRED FRAME AND PATHWAY PREPARATION.
- ④ POWER TRANSFER FOR WIRE ROUTING TO J-BOX. (BY DIV 08)
- ⑤ PROVIDE 3/4"φ CONDUIT, REQUIRED FRAME, AND PATHWAY PREPARATION FOR WIREWAY THROUGH DOOR.
- ⑥ ELECTRIFIED EXIT DEVICE WITH INTEGRAL REX SWITCH ON SECURE SIDE. (BY DIV 08)
- ⑦ 3/4"φ CONDUIT FOR CARD READER. (BY DIV 26)
- ⑧ MOUNT CARD READER TO DOOR FRAME OR MULLION. (COORDINATE EXACT PLACEMENT WITH ARCHITECT)
- ⑨ COORDINATE WITH DIVISION 08 DOOR AND HARDWARE SPECIFICATIONS & DRAWINGS.



1 SINGLE EXTERIOR FRAME MOUNT CARD READER DOOR
SCALE: Not to Scale

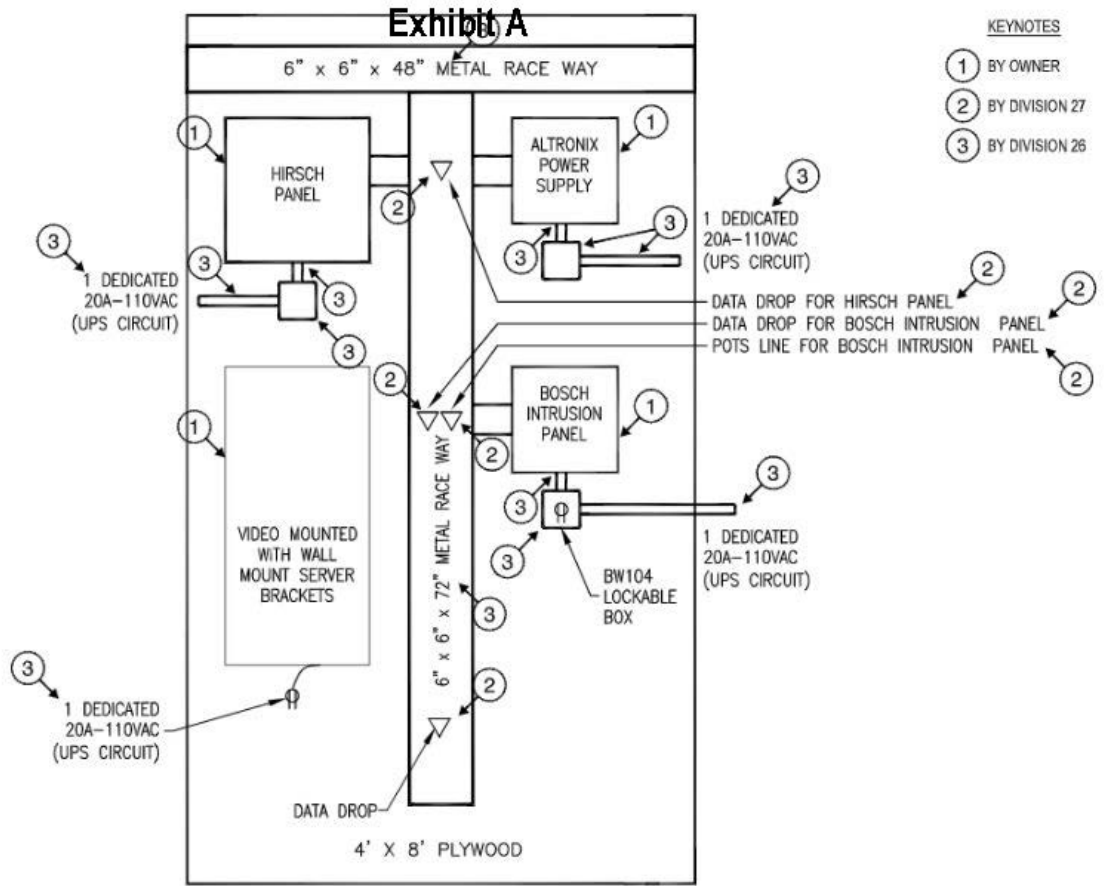
Exhibit A



KEYED NOTES:

- ① 4 1/16-INCH x 4 1/16-INCH x 2 1/8-INCH DOUBLE GANG BOX (BY DIV 26). RECESS WHEN POSSIBLE (BY DIV 26).
- ② 1-INCH EMT CONDUIT FROM DOUBLE GANG BOX WITH 200 LBS PULL STRING AND NYLON BUSHING STUBBED TO CABLE TRAY (BY DIV 26).
- ③ SINGLE GANG PLASTER RING (BY DIV 26).
- ④ SCHEDULED ARM/DISARM KEYPAD (OFOI).

③ TYPICAL ARM/DISARM KEYPAD DETAIL
TS4.1 SCALE: N.T.S.

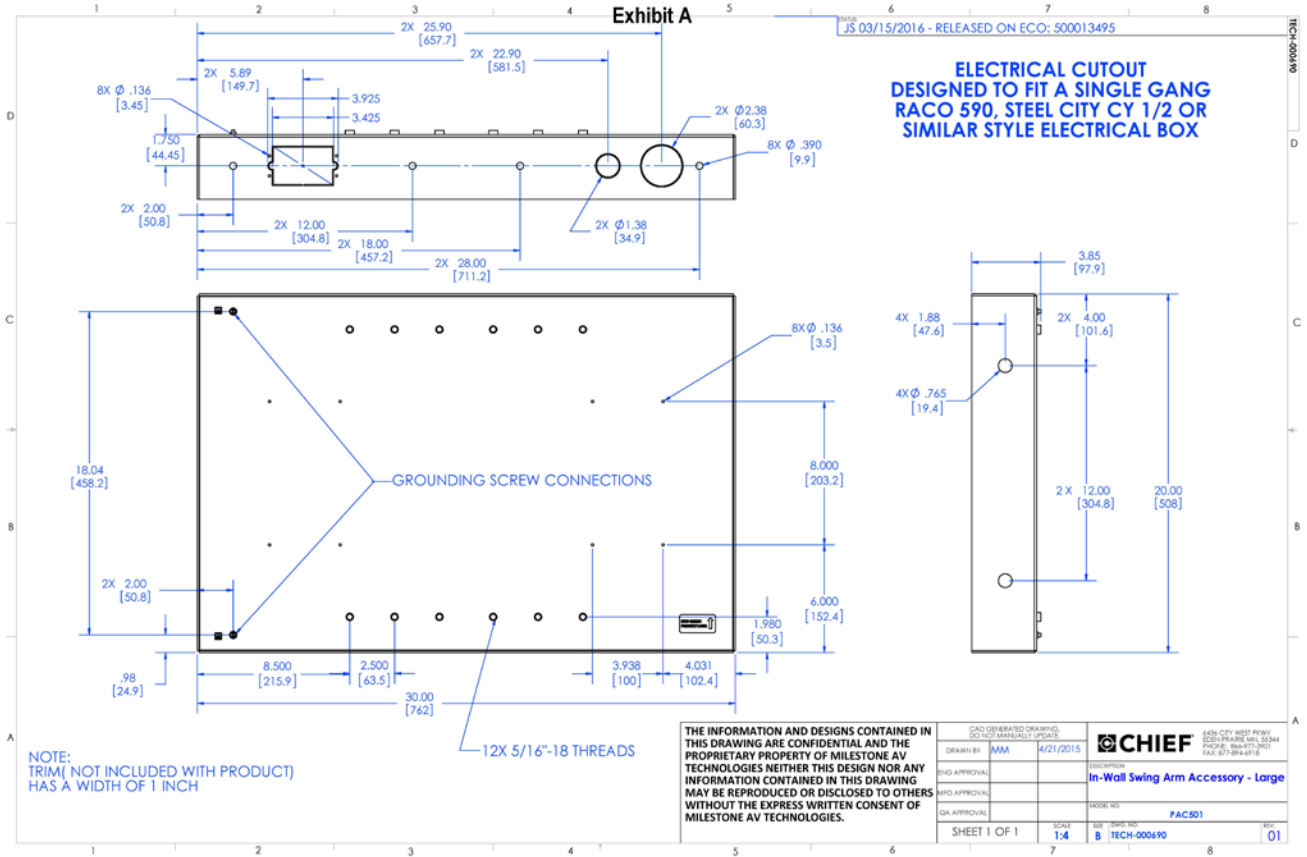


3
TS4.0
TYPICAL SECURITY RISER BACKBOARD DETAIL
 SCALE: N.T.S.

Exhibit A

JS 03/15/2016 - RELEASED ON ECO: 500013495

**ELECTRICAL CUTOUT
DESIGNED TO FIT A SINGLE GANG
RACO 590, STEEL CITY CY 1/2 OR
SIMILAR STYLE ELECTRICAL BOX**



NOTE:
TRIM (NOT INCLUDED WITH PRODUCT)
HAS A WIDTH OF 1 INCH

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ENG APPROVAL		
MFG APPROVAL		
GA APPROVAL		MODEL NO: PAC501 SHEET 1 OF 1 SCALE: 1:4 REV: 8 TECH-000490 01

Exhibit B: Lease Commencement Memorandum

Landlord: Warfield 4, a Series of Warfield Properties, LLC,
a Texas series limited liability company
by and through its managing agent,
Ernest Soble Commercial Properties, Inc.
(hereinafter known as “Warfield 4”)

Tenant: City of San Antonio

Leased Premises: Approximately 1,892 rentable square feet located at 4351
Rittiman Road, San Antonio, Texas 78218, as depicted on
Exhibit A

Authorizing Ordinance: _____

Predicate Facts:

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

The Lease Term is to begin on the date of issuance of the Certificate of Occupancy for the Premises (the “Commencement Date”). The Rent begins on the first day of month following the Commencement Date.

For their mutual benefit, the parties now wish to memorialize the actual commencement date of the Lease’s Term.

Rights and Obligations:

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms.

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

2. Lease Commencement.

The Lease Term commences on _____.

3. Conflict of Terms.

This instrument controls over anything to the contrary in the Lease.

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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: _____

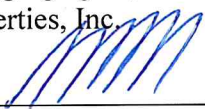
Date: _____

Approved as to Form:

City Attorney

Landlord:

Warfield 4, a Series of Warfield Properties, LLC, a Texas series limited liability company, by and through its managing agent, Ernest Soble Commercial Properties, Inc.

By:  _____

Printed Name: Stephen M Soble

Title: President

Date: 9/1/22