

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

THIS LEASE AGREEMENT, (hereinafter called the "Lease Agreement") entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation, acting by and through its City Manager, pursuant to Ordinance No. 2015-08-20-0707 adopted on August 20, 2015, (hereinafter called "Lessor") and THE UNITED STATES OF AMERICA, BY AND THROUGH THE GENERAL SERVICES ADMINISTRATION FOR THE BENEFIT OF [REDACTED] (hereinafter called "GSA and/or Lessee"), to be effective September 1, 2015 ("Effective Date"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

Lessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, does hereby demise and lease unto Lessee and Lessee does hereby accept from Lessor the following premises (hereinafter referred to as the "Leased Premises") located at the San Antonio International Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas, as shown on **Exhibit 1**, which is attached hereto and made a part hereof:

A. Within Terminal A: 4,545 square feet total

1. Break Room: 917 square feet
2. Room 1075: 24 square feet
3. Room 1257: 738 square feet
4. Room 1261: 179 square feet
5. Room 1225: 547 square feet
6. Room 1229: 364 square feet
7. Room 1226: 119 square feet
8. Room 1227: 115 square feet
9. Room 1221: 1,163 square feet
10. Training Room: 379 square feet

B. Within Terminal B: 2,699 square feet total

1. By the Checkpoint: 698 square feet
 - a. Office: 134 square feet
 - b. Break Room: 493 square feet
 - c. Storage: 71 square feet

2. at east end of Terminal B: 1,724 square feet
 - a. AFSD Office: 225 square feet
 - b. DAFSD Office: 164 square feet
 - c. Scheduler Office: 164 square feet
 - d. Administrative Work Space: 337 square feet
 - e. Foyer: 88 square feet
 - f. Coordination Center: 403 square feet
 - g. Crisis Room: 162 square feet
 - h. CCM Room: 83 square feet
 - i. Storage: 98 square feet

C. By the BHS Area:

Break room: 277 square feet.

Terminal Building(s) shall mean Terminals A and B as well as the landside portion of each.

Other Occupancy: Eight (8) unassigned parking spaces in employee parking area.

2. RENTAL

2.1 Lessee agrees to pay Lessor as rental, monthly in arrears (without notice or demand, both of which are expressly waived) for the use and occupancy of the Leased Premises, at the times and in the manner provided in this section.

The rental rates set forth below shall commence September 1, 2015, and shall remain in effect until August 31, 2016, at which time, with the exception of the parking spaces, the rental rates set forth below shall increase three percent (3%) each year for years two through five of the lease term.

<u>Leased Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate</u> <u>Per Sq. Ft.</u>	<u>Annual</u> <u>Rental</u>	<u>Monthly</u> <u>Rental</u>
<u>Terminal A</u>				
Break Room	917	\$89.90	\$82,438.30	\$6,869.86
Room 1075	24	\$89.90	\$2,157.60	\$179.80
Room 1257	738	\$89.90	\$66,346.20	\$5,528.85
Room 1261	179	\$89.90	\$16,092.10	\$1,341.01
Room 1225	547	\$89.90	\$49,175.30	\$4,097.94
Room 1229	364	\$89.90	\$32,723.60	\$2,726.97
Room 1226	119	\$89.90	\$10,698.10	\$891.51
Room 1227	115	\$89.90	\$10,338.50	\$861.54
Room 1221	1,163	\$89.90	\$104,553.70	\$8,712.81
Training Room	379	\$89.90	\$34,072.10	\$2,839.34
TOTAL RENTAL	4,545	\$89.90	\$408,595.50	\$34,049.63

<u>Leased Premises</u> <u>Terminal B by the</u> <u>Checkpoint</u>	<u>Sq. Ft.</u>	<u>Annual Rate</u> <u>Per Sq. Ft.</u>	<u>Annual</u> <u>Rental</u>	<u>Monthly</u> <u>Rental</u>
Break Room	493	\$89.90	\$44,320.70	\$3,693.39
Office	134	\$89.90	\$12,046.60	\$1,003.88
Storage	71	\$89.90	\$6,382.90	\$531.91
TOTAL RENTAL	698	\$89.90	\$62,750.20	\$5,229.18

<u>Leased Premises</u> <u>Terminal B at the east</u> <u>end</u>	<u>Sq. Ft.</u>	<u>Annual Rate</u> <u>Per Sq. Ft.</u>	<u>Annual</u> <u>Rental</u>	<u>Monthly</u> <u>Rental</u>
AFSD Office	225	\$89.90	\$20,227.50	\$1,685.63
DAFSD Office	164	\$89.90	\$14,743.60	\$1,228.63
Scheduler Office	164	\$89.90	\$14,743.60	\$1,228.63
Administrative Work Space	337	\$89.90	\$30,296.30	\$2,524.69
Foyer	88	\$89.90	\$7,911.20	\$659.27
Coordination Center	403	\$89.90	\$36,229.70	\$3,019.14
Crisis Room	162	\$89.90	\$14,563.80	\$1,213.65
CCM Room	83	\$89.90	\$7,461.70	\$621.81
Storage	98	\$89.90	\$8,810.20	\$734.18
TOTAL RENTAL	1,724	\$89.90	\$154,987.60	\$12,915.63

<u>Leased Premises</u> <u>BHS Area</u>	<u>Sq. Ft.</u>	<u>Annual Rate</u> <u>Per Sq. Ft.</u>	<u>Annual</u> <u>Rental</u>	<u>Monthly</u> <u>Rental</u>
Break Room	277	\$89.90	\$24,902.30	\$2,075.19
TOTAL RENTAL	277	\$89.90	\$24,902.30	\$2,075.19

<u>Leased Premises</u> <u>Total</u>	<u>Sq. Ft.</u>	<u>Annual Rate</u> <u>Per Sq. Ft.</u>	<u>Annual</u> <u>Rental</u>	<u>Monthly</u> <u>Rental</u>
Total	7,244	\$89.90	\$651,235.60	\$54,269.63
Unassigned Parking	8 spaces	\$55.00 per space	\$5280.00	\$440.00
Total			\$656,515.60	\$54,709.63

Year by Year Rates and Rent (including Parking):

	<u>Sq. Ft.</u>	<u>Annual Rate</u> <u>Per Sq. Ft.</u>	<u>Annual</u> <u>Rental</u>	<u>Monthly</u> <u>Rental</u>
First Year	7,244	\$89.90	\$656,515.60	\$54,709.63
Second Year	7,244	\$92.60	\$676,074.40	\$56,339.53
Third Year	7,244	\$95.38	\$696,212.72	\$58,017.73
Fourth Year	7,244	\$98.24	\$716,930.56	\$59,744.21
Fifth Year	7,244	\$101.19	\$738,300.36	\$61,525.03

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2.2 All rentals and payments that become due and payable by the Lessee shall be made to:

City of San Antonio Aviation Department
Attn: Finance Division
457 Sandau Road
San Antonio, Texas, 78216

Lessee will pay rent through automatic deposit (an ACH form will be forwarded to the City of San Antonio Aviation Department).

3. TERM

3.1 The term of this Lease Agreement shall commence September 1, 2015 and shall continue through August 31, 2020 for a primary term of five (5) years, subject, however, to earlier termination as provided by the terms of this Lease Agreement. In the event that the term of this Lease Agreement shall commence on a day other than the first day of any calendar month or expire on a day other than the last day of a calendar month, then, and in such event, rental installments shall be prorated for the first and last month as the case may be. The term of this Lease Agreement may not be extended or renewed.

3.2 This Lease Agreement may be cancelled by either party hereto by the provision of thirty (30) days advance written notice of cancellation by the canceling party to the noncancelling party.

4. USE(S) OF PREMISES

The premises shall be used by the [REDACTED] for the following purposes and for no other:

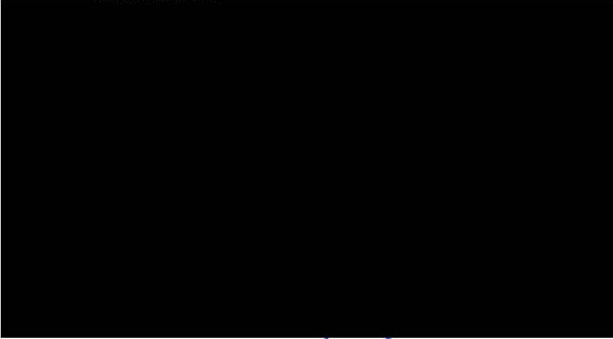
office, training, and break room space together with other uses reasonably necessary and incidental thereto approved in writing by the Aviation Director.

5. INSURANCE & INDEMNIFICATION

The UNITED STATES GOVERNMENT [REDACTED] [REDACTED] [REDACTED] as an independent establishment of the Executive Branch of the government of the United States, is self-insured for purposes of potential liability. Under the Federal Tort Claims Act, 28 U.S.C. 2671-2680, GSA and/or [REDACTED] (Lessee) may consider and settle any claim for money damages for injury or loss of property or personal injury or death based on the wrongful act or negligence of its employees acting within the scope of their employment to the same extent that a private person would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred. The procedures for filing a claim under the Federal Tort Claims Act with the Lessee are found under 28 C.F.R. 14. The Lessee does hereby agree to be liable to the extent of the Federal Tort claims Act.

IN WITNESS WHEREOF, the Parties have entered into this Lease Agreement by their duly authorized officers as of the dates indicated below.

LESSOR:



LESSEE:

**THE UNITED STATES GOVERNMENT
BY THE GENERAL SERVICES
ADMINISTRATION**

By: _____



Printed Name

ATTEST:

City Clerk

Date: _____

7/21/2015

