

AMENDMENT TO LEASE AGREEMENT

STATE OF TEXAS
COUNTY OF COMAL

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CONNECTIONS INDIVIDUAL AND FAMILY SERVICES, Inc. a Texas Non-Profit Corporations (Connections), hereinafter referred to as “Lessee” and, THE CITY OF NEW BRAUNFELS, TEXAS, a home rule municipal corporation (The City), acting by and through its City Manager, Robert Camareno, hereinafter referred to as “Lessor”, entered into a lease agreement for the real property, together with improvements (including but not limited to building, parking lot and fencing) located at the intersection of Comal Avenue and Hampe Street, having dimensions of approximately 210 feet along the northeast side of Comal Avenue and approximately 189 feet along the southeast side of Hampe Street, known as 705 Comal Avenue, New Braunfels, TX 78130, as more particularly described in diagram attached as Exhibit “A” and incorporated herein by reference for all purposes (the “Property”) with an effective date of October 25, 2016 (the “Lease”).

WHEREAS, the Lessor and Lessee have agreed to amend the terms of the Lease pertaining to the extension of the initial term and the property insurance requirements for the Property as set forth below.

AGREEMENT:

1. Per the terms of the Lease, the Lessee has requested a five (5) year extension to their initial term. Section II of the Lease shall be amended to reflect the term of the Lease commencing on the 25th day of October, 2021 and ending on the 24th day of October 2026. With the amending of Section II, Section IX of the Lease pertaining to lease extensions shall be deleted in its entirety.
2. Section V; Item J of the Lease shall be amended to replace the existing requirements with the following:

The Lessee shall maintain and keep in force the following insurance coverages and shall indemnify, protect and defend the Lessor from claims which may arise out of or in connection with Lessee’s use of the Property:

- A. Commercial property insurance written on a causes of loss—special form covering the buildings located on the subject Property with all proceeds payable to Lessee, naming Lessor as “additional insured.”
- B. Commercial property insurance written on a causes of loss—special form (formerly known as “all risks” form) covering Lessee’s personal property, fixtures, and leasehold improvements on the

subject Property, and naming Lessor as "Building Owner Loss Payable."

- C. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Lessor's operations within the Property, naming Lessor, as "additional insured," and having limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- D. Business auto liability insurance written on an occurrence basis and having a combined single limit of not less than \$1,000,000.
- E. Workers' compensation insurance in the statutory amount and employer's liability insurance having limits of not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 bodily injury by disease for entire policy.
- F. All coverages set forth above must contain a waiver of subrogation in favor of the Lessor.
- G. All coverages set forth above shall not exclude sexual abuse or sexual molestation of underage children.

The required insurance shall be written so that the Lessor will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to action. Certificates of Insurance, and copies of additional insured and waiver of subrogation in favor of Lessor endorsements shall be filed with the Lessor at the annual commencement date of this Lease. All required insurance shall be written with the Lessor as an additional insured. In any event, the Lessee is fully responsible for all losses arising out of, resulting from or connected with its (and by extension the public's) use of the Leased Premises under this Lease whether or not the losses are covered by insurance. All insurance required under this section shall be primary over any other insurance coverage the City may have. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with the Lessee.

3. All other terms and conditions set forth in the Lease shall remain unchanged.

EXECUTED on this the _____ day of _____, 2021 with an **EFFECTIVE DATE** of October 25, 2021.

**LESSEE
CONNECTIONS INDIVIDUAL AND FAMILY
SERVICES, INC.**

By: _____
Name: _____
Title: _____

State of Texas
County of _____

On _____, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as _____ of CONNECTIONS INDIVIDUAL AND FAMILY SERVICES, INC.

Notary Public's Signature

**LESSOR
CITY OF NEW BRAUNFELS**

By: _____
Robert Camareno, City Manager

State of Texas
County of Comal

On _____, _____, personally appeared ROBERT CAMARENO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as City Manager of the CITY OF NEW BRAUNFELS, TEXAS.

Notary Public's Signature

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

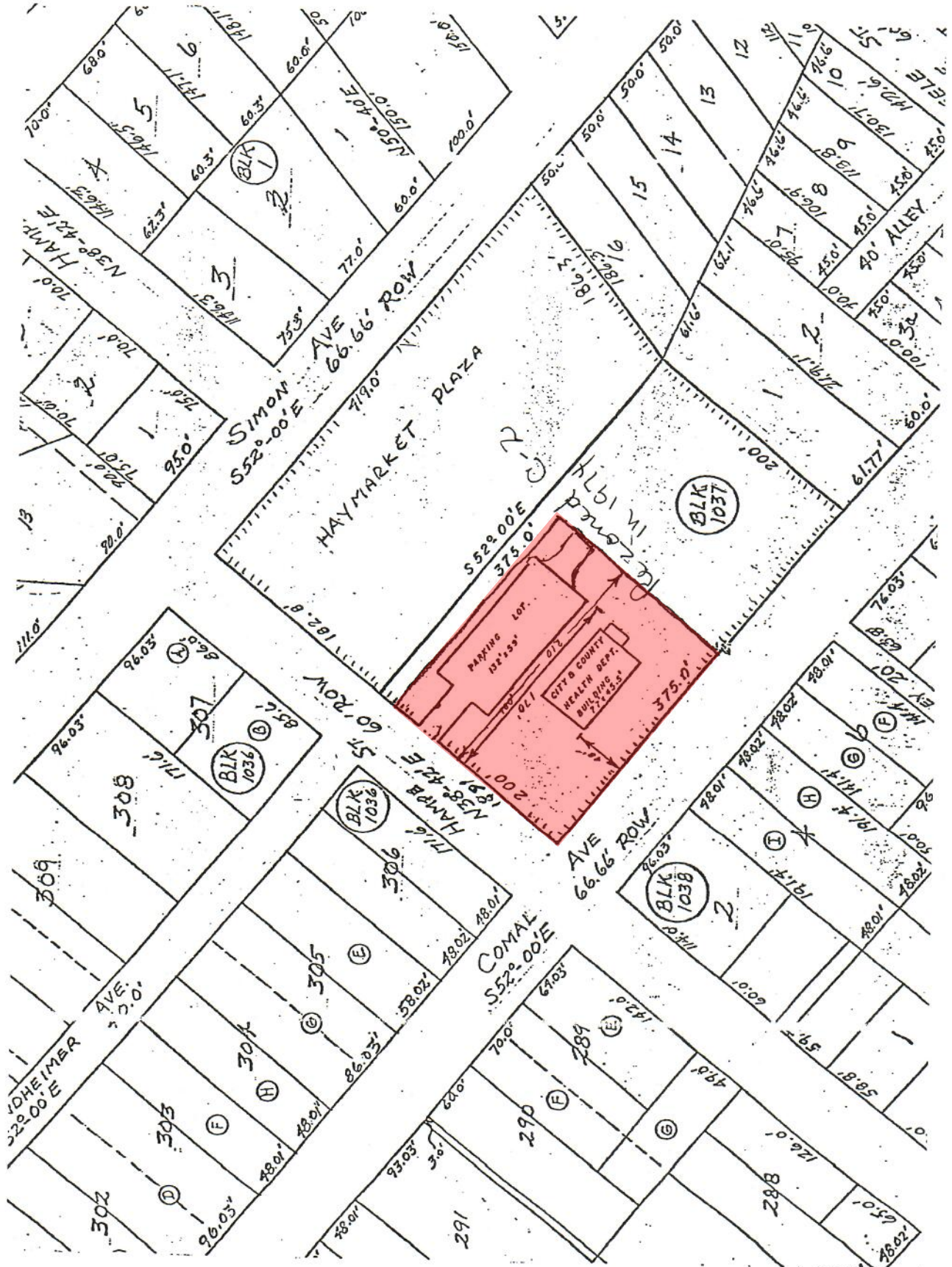


Exhibit "A"