

**WHEREAS**, the City of Dallas owns certain unimproved property near the intersection of Houston Street and Reunion Boulevard, City Block A/14, Dallas County, Texas; and

**WHEREAS**, on September 27, 1989, the City Council approved Resolution No. 89-3056, authorizing the City Manager to execute a six-year lease agreement (the "Lease") with U.S. General Services Administration ("Government") as Lessee, and the City of Dallas, ("City") as Lessor, for approximately 3,043 square feet of land for an outdoor playground area located at 211 S. Houston Street near the intersection of Houston Street and Reunion Boulevard in conjunction with a day care facility in the Terminal Annex Building located at 207 S. Houston Street; and

**WHEREAS**, on March 22, 1995, the City Council approved Resolution No. 95-1104, authorizing the City Manager to execute a Supplemental Lease Agreement to amend the Lease between U.S. General Services Administration, as Lessee and the City to extend the lease term an additional eighty-four months for the continued use of the land for the outdoor playground area; and

**WHEREAS**, on May 8, 2002, the City Council approved Resolution No. 02-1464, authorizing the City Manager to execute a Supplemental Lease Agreement to amend the Lease between U. S. General Services Administration, as Lessee and the City to extend the lease term an additional 120 months for the continued use of the land for the outdoor playground area; and

**WHEREAS**, it is the desire of the City to continue to lease to the Government approximately 3,043 square feet of land for the continued use of an outdoor playground area; **Now, Therefore,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager is hereby authorized to execute a 10-year Lease Agreement effective April 1, 2012 between the U. S. General Services Administration and the City.

**SECTION 2.** That the special terms and conditions of the Lease Agreement are:

- (a) The 10-year term of the Lease shall begin effective as of April 1, 2012 and end March 31, 2022.

- (b) Monthly rental payments during the lease term shall be paid in arrears and shall be due on the first work day of each month in the following amounts:

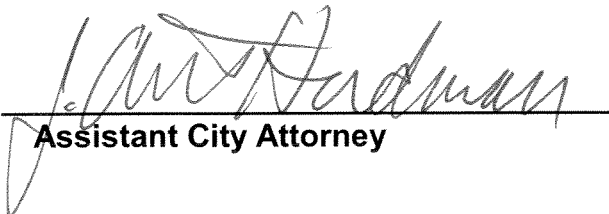
April 1, 2012 – March 31, 2013; \$1,266.76 per month (\$15,201.12 per year)  
April 1, 2013 – March 31, 2014; \$1,266.76 per month (\$15,201.12 per year)  
April 1, 2014 – March 31, 2015; \$1,360.51 per month (\$16,326.12 per year)  
April 1, 2015 – March 31, 2016; \$1,360.51 per month (\$16,326.12 per year)  
April 1, 2016 – March 31, 2017; \$1,360.51 per month (\$16,326.12 per year)  
April 1, 2017 – March 31, 2018; \$1,360.51 per month (\$16,326.12 per year)  
April 1, 2018 – March 31, 2019; \$1,360.51 per month (\$16,326.12 per year)  
April 1, 2019 – March 31, 2020; \$1,360.51 per month (\$16,326.12 per year)  
April 1, 2020 – March 31, 2021; \$1,360.51 per month (\$16,326.12 per year)  
April 1, 2021 – March 31, 2022; \$1,360.51 per month (\$16,326.12 per year)

- (c) The Government shall maintain the 6-foot brick retaining wall along the east perimeter of the leased premises and the wrought iron fencing along the remaining perimeter.
- (d) Either party may terminate the Lease Agreement at any time, by providing not less than ninety (90) days' prior written notice.
- (e) The Government shall be responsible for all improvements, utilities and maintenance relating to the leased premises.
- (f) Each party shall be responsible for their own negligent acts.

**SECTION 3.** That the City Controller is hereby authorized to receive and deposit funds from the Lease Agreement in Fund 0001, Dept DEV, Unit 1181, Revenue Source 8410.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**  
**THOMAS P. PERKINS, CITY ATTORNEY**

BY:   
Assistant City Attorney

