

# **Second Amendment and Extension to Lease Agreement**

(2701 S. Presa, D-5 Senior Center Lease)

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This Second Amendment and Extension to Lease Agreement is entered into between the landlord, WP Presa, LLC (“Landlord”) and tenant, the City of San Antonio (“City”). The original lease agreement dated on or about November 17, 2009 and authorized by City of San Antonio ordinance 2009-10-08-08-08, the first amendment dated on or about March 2, 2020 and memorialized by City of San Antonio ordinance 2020-04-16-0262, and this Second Amendment and Extension to Lease Agreement shall be collectively read and referred to as the “Lease”.

## **1. Identifying Information, Definitions.**

### **Ordinance Authorizing Second Amendment and Extension:**

**Landlord:** WP Presa, LLC

**Landlord’s Address:** 7004 Bee Cave Rd., Ste. 3-313, Austin, TX 78746

**Tenant:** City of San Antonio

**Tenant’s Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Leasing Manager, Center City  
Development Office)

**Ordinance Authorizing  
Original Lease:** Ordinance 2009-10-08-08-08

**Ordinance Authorizing  
First Amendment:** 2020-04-16-0262

**Commencement Date:** May 1, 2025

**Lease Term:** 5 years

**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. Defined Terms.**

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to “Lease” in this amendment include the original Lease

### **3. Renewal and Extension.**

The Term of this Lease shall be extended. The Term is extended five years, commencing on May 1, 2025 and expiring on April 30, 2030.

### **4. Rent.**

Rent as that term was previously defined in Section 3.01 of the Lease is amended to a gross rental rate as detailed in the table directly below and in which Landlord will be responsible for taxes, insurance, and maintenance. As such, Section 3.02 is deleted in its entirety to remove the annual operating expense pass-through and Section 3.03 is amended to remove references to Additional Rent.

| <b>Year</b> | <b>Monthly Rent</b> |
|-------------|---------------------|
| 1           | \$21,000.00         |
| 2           | \$21,420.00         |
| 3           | \$21,848.40         |
| 4           | \$22,285.37         |
| 5           | \$22,731.08         |

### **5. Landlord's HVAC Obligation.**

Section 5.07 of the Lease regarding plumbing and HVAC repairs is removed in its entirety as Landlord will be solely responsible for such repair and maintenance.

### **6. Tenant Improvements**

Landlord will, at its sole cost and expense, complete the following Tenant-requested improvements no later than June 30, 2025:

- a) Install an electric door opener to the back roll-up door;
- b) Touch up painting throughout Premises;
- c) Modify and/or repair the HVAC system as necessary to provide adequate heating and cooling throughout Premises;

As previously stated in the First Amendment, all Tenant Improvements shall be completed during Senior Center after-hours or on weekends, unless as mutually agreed to by the Parties in writing, prior to commencement.

### **7. No Default.**

Neither the City nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this Amendment.

**8. 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 City and Tenant. City and Tenant 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.

**9. Public Information.**

City 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.

**Tenant**

**City of San Antonio**, a Texas municipal corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Landlord**

**WP Presa, LLC**,  
a Texas limited liability company

By: Greg Cervenka

Printed Name: Greg Cervenka

Title: Sole Manager

Date: MAR 13 2025

Approved as to Form:

\_\_\_\_\_  
City Attorney