

# **Second Amendment to River Walk Lease Agreement**

(Cajun Riverport, Inc. dba Boudro's Restaurant)

This Second Amendment to the River Walk Lease Agreement (Agreement) is between Cajun Riverport, Inc. dba Boudro's Restaurant ("Lessee") and the City of San Antonio ("City"), pursuant to the Ordinance Authorizing the Amendment.

## **1. Identifying Information**

**Lessee:** Cajun Riverport, Inc. dba Boudro's Restaurant

**Lessee's Address:** 314 E. Commerce Street, Suite 402  
San Antonio, Texas 78205

**Lease:** An area containing approximately 184.81 square feet of River Level Commercial Space, on the San Antonio River Walk located at 421 E. Commerce Street, San Antonio, Bexar County, Texas. (**Exhibit A**)

**Ordinance Authorizing Original Lease:** 2013-12-05-0850

**Ordinance Authorizing First Amendment:** 2023-11-02-0782

**Ordinance Authorizing Second Amendment:**

## **2. Defined Terms**

All terms used in this instrument and not otherwise defined herein but defined in the Agreement to it have the meanings previously ascribed to them.

## **3. Expansion of Lease Premises**

**3.1** Lessee currently leases River Walk patio space of 184.81 square feet from City as outlined in Exhibit A, Lessee now desires to expand their current River Walk patio lease space by an additional 171.46 square feet for a total area of 356.27 square feet, as outlined in Exhibit B.

**4. Rental**

Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:

4.1 The rental rate for the five-year renewal term shall be as follows:

<b>Year</b>	<b>Term</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
1	3/1/2024 – 12/31/2024	\$1,195.35	\$11,953.50
2	1/1/2025 – 12/31/2025	\$1,231.21	\$14,774.53
3	1/1/2026 – 12/31/2026	\$1,268.15	\$15,217.76
4	1/1/2027 – 12/31/2027	\$1,306.19	\$15,674.29
5	1/1/2028 – 12/31/2028	\$1,345.38	\$16,144.52

Rent may be paid in lump sum in advance, or in monthly installments in advance on the first day of each month.

4.2 Lessee shall have the option to extend the term of this Lease for additional term of five (5) years under all the terms and conditions of this Lease, except for rent and insurance which may be adjusted with fair market rental rate and insurance coverage and amounts deemed appropriate by the City for subject property. To exercise the renewal option, Lessee shall notify the City in writing at lease ninety (90) days before the date of expiration of the current term. City through the Director of Center City Development & Operations Department may approve to exercise the renewal option.

**5. Same Terms and Conditions**

This amendment is a fully integrated statement of the modifications to the Agreement. Except as expressly modified by this amendment, the Agreement remains a comprehensive statement of the rights and obligations of the City and Lessee.

**6. Same Terms and Conditions**

Lessee 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 instrument waives an otherwise applicable exception to disclosure.

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

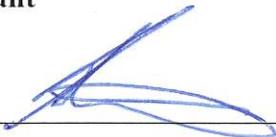
**City**

**Lessee**

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

**Cajun Riverport, Inc. dba Boudro's Restaurant**

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

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

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

Printed Name: Andreas Esparza

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

Title: Vice President

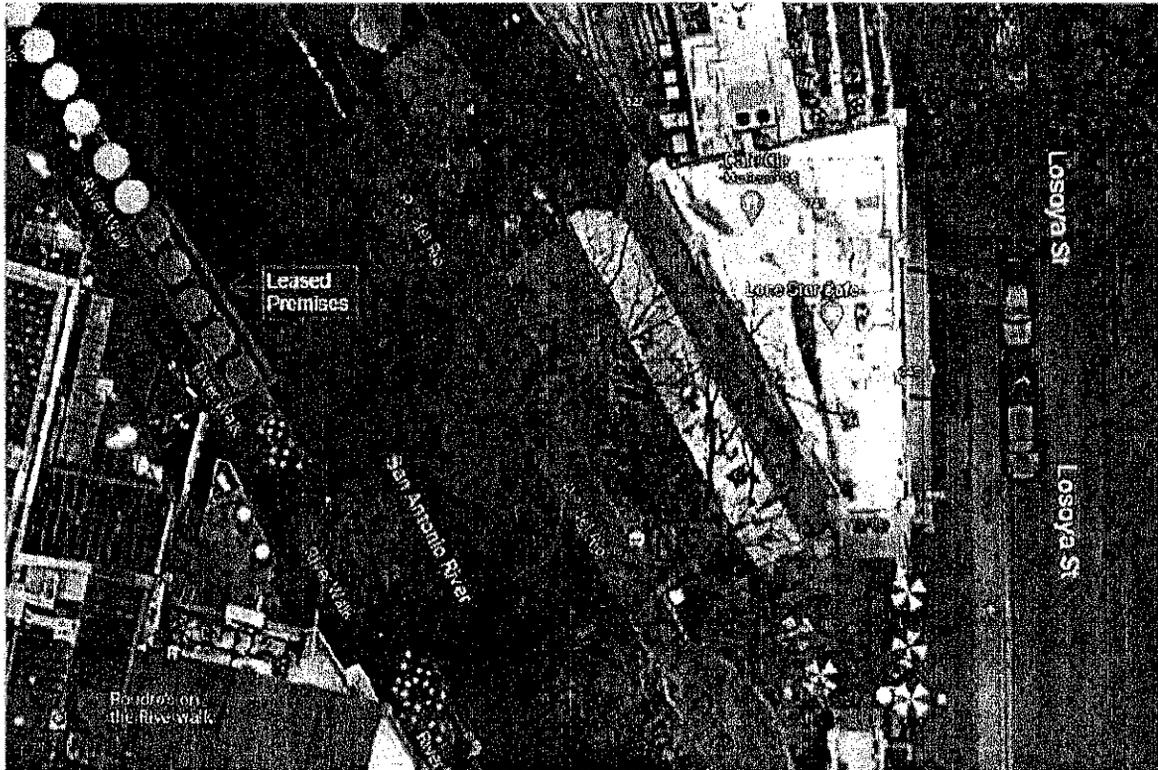
Date: \_\_\_\_\_

Date: 4/22/24

**Approved as to Form:**

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

**Exhibit A – Boudro’s Restaurant Current River Walk Lease Premises**

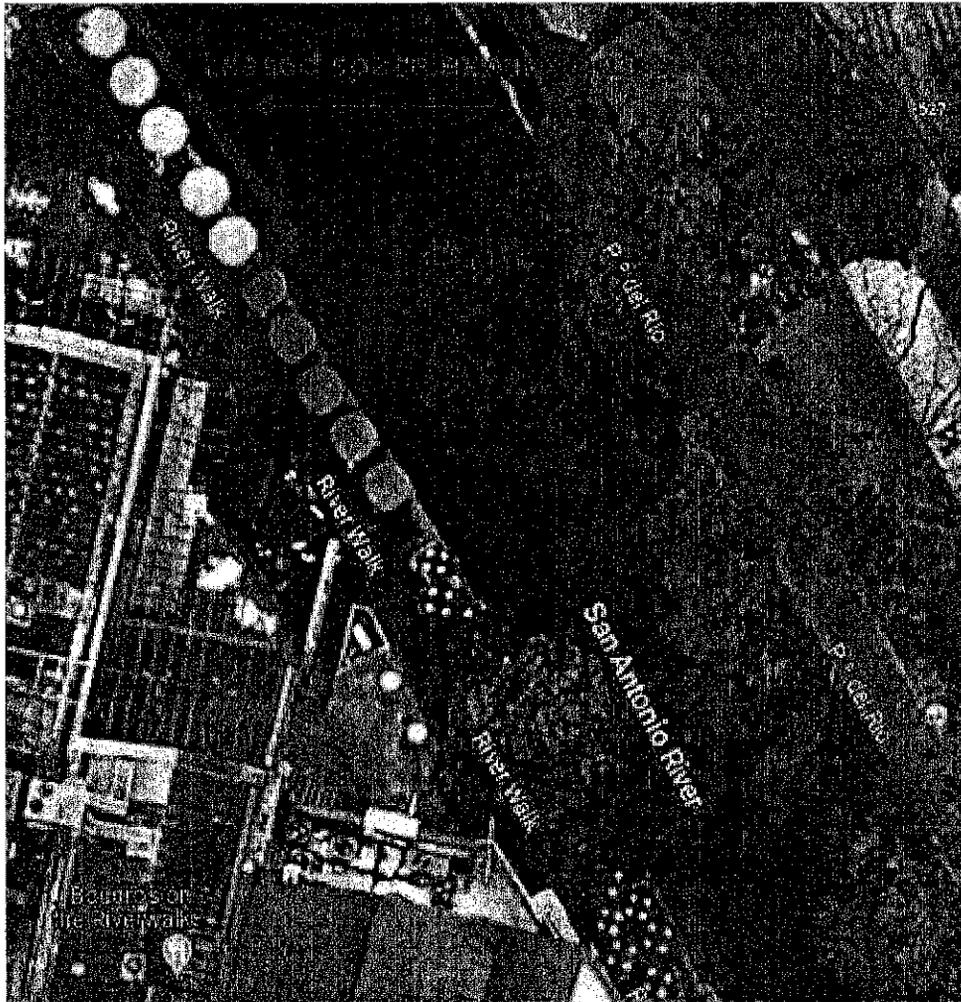


**Leased Premises**

- 0.004 Acre Tract
- 184.81 Square Feet

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.03'	N57°17'05" E
L2	5.41'	S57°17'05" W

**Exhibit B – Boudro’s Restaurant River Wall Lease Premises Expansion**



**Leased Premises Expansion**

- 0.004 Acre Tract
- 171.46 Square Feet

**Total Leased Premises Post Expansion**

- 0.008 Acre Tract
- 356.27 Square Feet