

**First Amendment and Extension to Lease Agreement
(2701 S. Presa, D-5 Senior Center Lease)**

This First Amendment and Extension to Lease Agreement is entered into between Landlord and Tenant (collectively, the "Parties") as of the later of the two signatures at the end:

1. Identifying Information.

Original Authorizing Ordinance: 2009-10-08-01-08

Current Authorizing Ordinance:

Landlord: WP Presa, LLC, as successor-in-ownership to CVC Properties, LLC

Landlord's Address: 7004 Bee Cave Road, Ste. 3-313, Austin, TX 78746
For Payment: P.O. BOX 161150, Austin, TX 78716

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Premises: The real property located at 2701 S. Presa, San Antonio, Bexar County, Texas, consisting of approximately 10,840 square feet building as depicted in **Exhibit A** of the Lease Agreement.

Renewal Commencement Date: May 1, 2020

Renewal Term: Five (5) years

Monthly Base Rent: \$18,518.33

Binding Date: This agreement is binding on the parties on the later of: (A) the effective date of the Authorizing Ordinance; 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 renewal term is five years, commencing on May 1, 2020 and expiring on April 30, 2025.

4. Rent.

Base Rent is as stated in Section 1. above.

5. Tenant Improvements.

Landlord will, at its sole cost and expense, complete the following Tenant-requested improvements no later than July 1, 2020:

- (a) Install four (4) new window treatments in the form of blinds in the dining room.
- (b) Apply window tint to all exterior windows in the dining room and on front, double doors.
- (c) Replace approximately 100 square feet of damaged VCT in dining room with new VCT.
- (d) Install stainless steel toilet seat cover dispensers in all stalls in men's and women's restrooms.
- (e) Replace all commodes in men's and women's restrooms with new, power-assisted ADA compliant commodes.
- (f) Replace all existing carpets.
- (g) Replace cove base in all areas receiving new carpet.
- (h) Paint all interior walls.
- (i) Move and reset furniture as needed to completed landlord's work (tenant will move all computer equipment).
- (j) All Tenant Improvements shall be completed during Senior Center after-hours or on weekends, unless as mutually agreed by the Parties in writing, prior to commencement.

6. No Default.

Neither Landlord 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 the date of the Landlord's signature on this amendment.

7. Terms and Conditions.

All other terms, conditions, covenants and provisions of the Lease Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment of Lease Agreement.

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

~~Landlord:~~ **TEUANT:**

~~Tenant:~~ **LANDLORD:**

City of San Antonio, a Texas municipal corporation

WP Presa, LLC, a limited liability company, as successor-in-ownership to CVC Properties, LLC

Signature

Greg Cervenka

Signature

Name

GREG CERVENKA

Name

Title

SOLE MANAGER

Title

Date

3/2/20

Date

Attest:

City Clerk

Approved as to Form:

City Attorney