

**FIRST AMENDMENT TO
RIVER WALK LEASE AGREEMENT**

This Amendment No. 1 to River Walk Lease Agreement is made and entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation (hereinafter referred to as "CITY") acting herein through its City Manager, or her designated representative, pursuant to Ordinance No. _____, passed and approved by the City Council on the ____ day of _____, 2014, and New Rivercenter Mall II, L.P. - A Delaware Limited Partnership, (hereinafter referred to as "LESSEE"), acting by and through its duly authorized officers, WITNESSETH:

Recital: City and Licensee entered into the River Walk Lease Agreement ("Agreement") for 1,151 square feet of patio space on the River Walk pursuant to Ordinance No. 2008-08-21-0722, passed and approved by the City Council on the 21st day of August, 2008. LESSEE now desires to lease further spaces from CITY as part of this existing Agreement and CITY is agreeable.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereby agree to amend the Agreement as follows:

1. Article 1of the Agreement, "DEMISE OF PREMISES" is hereby revised by the addition of the following new subsections:

1.1.7. AREA 7. An area containing 699 square feet of City owned River Walk space in the public waterway right of way, located directly west of the San Antonio River and east of the building known as "Rivercenter Mall" located at 849 E. Commerce, San Antonio, Texas 78205, specifically described and identified in the drawing which is attached hereto and incorporated for all purposes as Exhibit B; and

1.1.8. AREA 8. An area containing 312 square feet of City owned River Walk patio space in the public waterway right of way located directly west of the San Antonio River and east of the building known as "Rivercenter Mall" located at 849 E. Commerce, San Antonio, Texas 78205, specifically described and identified in the drawing which is attached hereto and incorporated for all purposes as Exhibit B; and

1.1.9. AREA 9. An area containing 47 square feet of City owned River Walk patio space in the public waterway right of way located directly west of the San Antonio River and east of the building known as "Rivercenter Mall" located at 849 E. Commerce, San Antonio, Texas 78205, specifically described and identified in the drawing which is attached hereto and incorporated for all purposes as Exhibit B.

2. Article 2 of the Agreement is hereby amended to read as follows:

“LESSEE agrees that Areas 1, 2 and 7 of the Leased Premises shall be utilized for the sole purpose of outdoor dining, including the service of food and alcoholic and non-alcoholic beverages, in accordance with applicable statutes, laws, ordinances, rules and regulations of the United States, the State of Texas, and the City of San Antonio, Texas. LESSEE agrees that the staircase area of Area 3 and all of Areas 4, 8 and 9 shall be utilized for the sole purpose of pedestrian access and that public access to these staircases shall not be restricted at any time without the prior written consent of City by the Director of the Center City Development Office, or her designee. LESSEE agrees that Area 5 and Area 6 shall be utilized for the sole purpose of pedestrian access and that public access to these walkways shall not be restricted at any time without the prior written consent of City by the Director of the Center City Development Office, or her designee.”

3. Section 3.1 of the Agreement is hereby amended to read as follows:

The Term of this lease consists of a Construction Phase and an Operations Phase defined as follows: for Areas 1-6, Construction Phase commenced September 1, 2008 and ended June 1, 2009 which was the commencement of the Operations Phase. For Areas 7-9, Construction Phase shall commence following City Council approval of this amendment and shall terminate no later than May 31, 2015; Operations Phase for Areas 7-9 shall commence on the date normal operations begin, but no later than June 1, 2015. Operations Phase for Areas 1-9 shall terminate May 31, 2035.

4. Section 4.1 of the Agreement is hereby amended by the addition of the following sentences to the end of the Section:

“LESSEE shall commence paying rent on Area 7 as of the day on which LESSEE commences normal operations on Area 7, but no later than May 15, 2015. The rental rate schedule for Area 1 set out in the table in this section 4.1 shall also apply for Area 7. NOTE: Each year in the table begins June 1 and ends May 31. Year 6 begins June 1, 2014 and ends May 31, 2015.”

5. Section 4.3 of the Agreement is hereby amended to read as follows:

“There shall be no rental fee charged for Areas 3, 4, 5, 6, 8 and 9 identified above.”

6. Sections 4.5 and 4.5.1 are hereby amended to change late fee from \$20.00 to \$200.00.

7. Section 8.8 of the Agreement is hereby amended by the addition of the following sentences to the end of the Section:

“LESSEE shall return the Leased Premises to its pre-existing condition upon the termination of the Agreement.”

8. All other terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the ___ day of _____, 2014.

CITY OF SAN ANTONIO

**New Rivercenter Mall II, L.P., A Delaware
Limited Partnership**

By: _____

Sheryl Sculley

City Manager

By: _____ 

Name: *Joe Press*

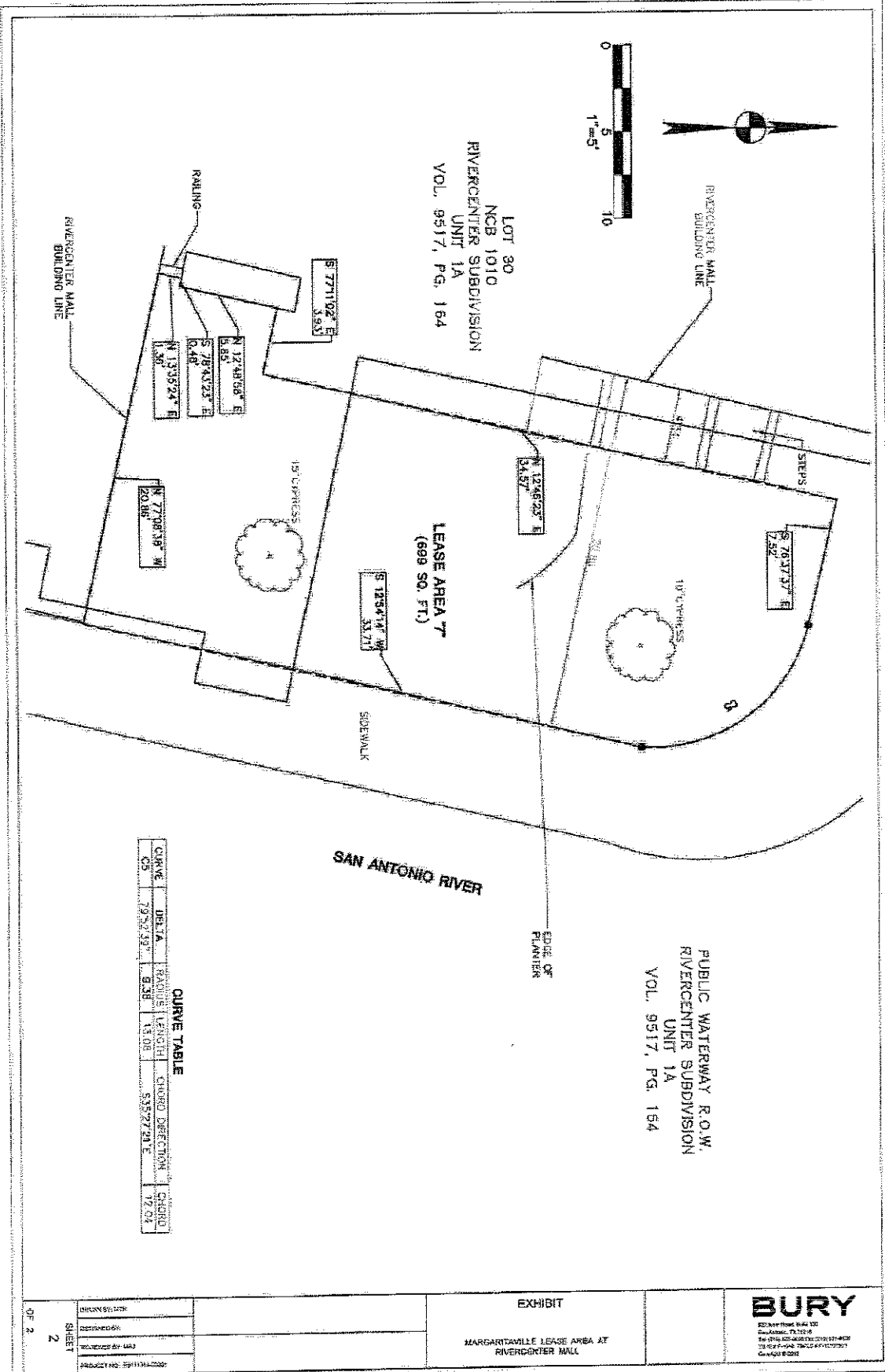
Title: *Authorized signer*

ATTEST: _____

CITY CLERK

APPROVED AS TO FORM:

City Attorney



LOT 30
 NCB 1010
 RIVERCENTER SUBDIVISION
 UNIT 1A
 VOL. 9517, PG. 164

LEASE AREA 7
 (699 SQ. FT.)

PUBLIC WATERWAY R.O.W.
 RIVERCENTER SUBDIVISION
 UNIT 1A
 VOL. 9517, PG. 164

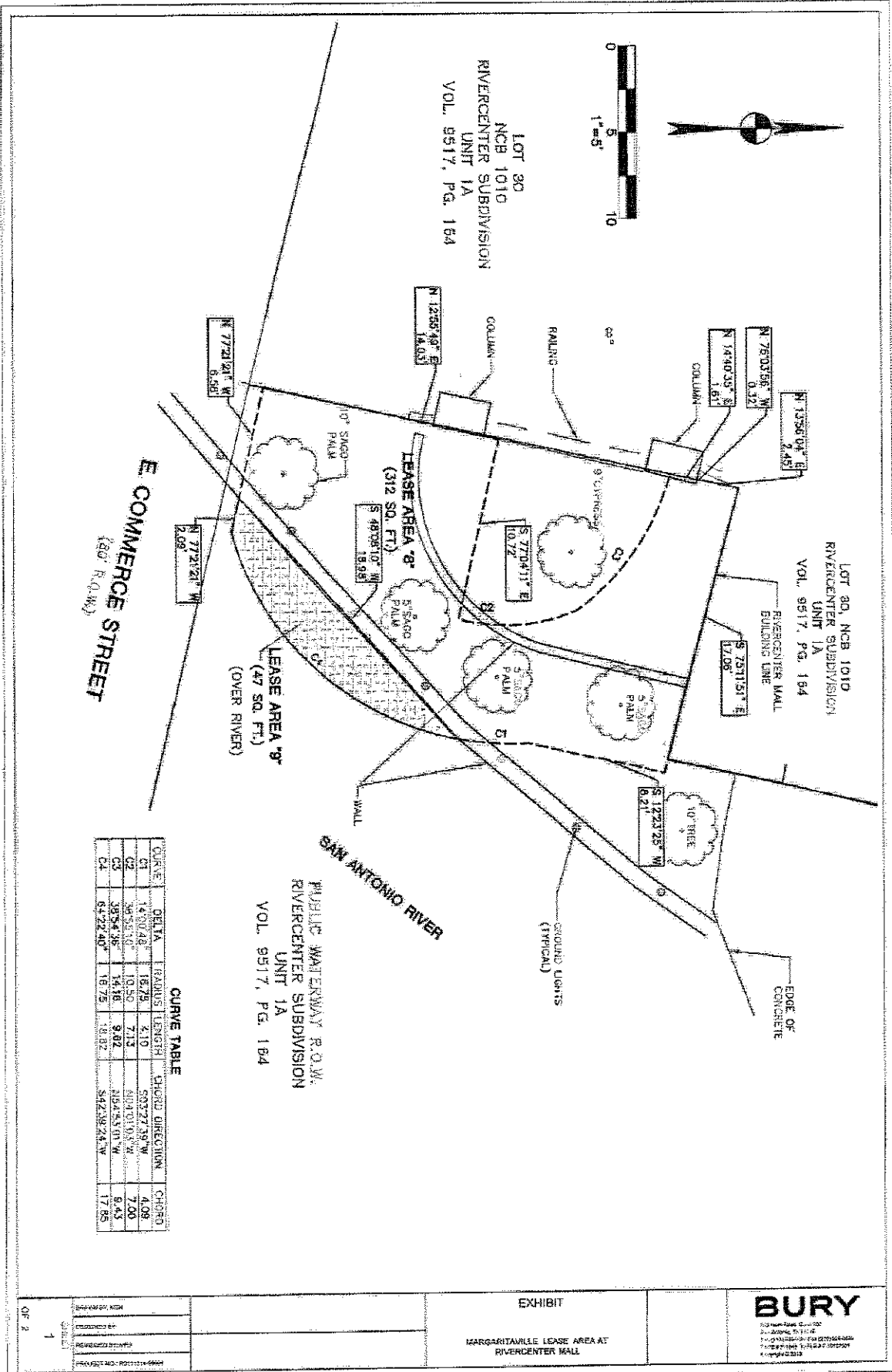
CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	DIRECTION	CHORD
CS	79°32'49"	5.38'	13.08'	5.57'	291°	12.04'

DATE	10/11/2006
BY	...
CHECKED BY	...
DESIGNED BY	...
PROJECT NO.	...
SHEET	2
OF 2	

EXHIBIT
 MARGARTVILLE LEASE AREA AT
 RIVERCENTER MALL

BURY
 2010000000 040 100
 0400000000 040 100
 0400000000 040 100
 0400000000 040 100
 0400000000 040 100



LOT 30
NCB 1010
RIVERCENTER SUBDIVISION
UNIT 1A
VOL. 9517, PG. 184

LOT 30, NCB 1010
RIVERCENTER SUBDIVISION
UNIT 1A
VOL. 9517, PG. 184

E COMMERCE STREET
(80' R.O.W.)

PUBLIC WATERWAY R.O.W.
RIVERCENTER SUBDIVISION
UNIT 1A
VOL. 9517, PG. 184

CURVE TABLE

CURVE	DELTA	BEARS	LENGTH	CHORD	DIRECTION	CHORD
C1	142.02	16.75	4.10	533.27	N 79° 27' 59" W	4.08
C2	365.95	10.50	7.13	610.01	N 80° 10' 00" W	7.00
C3	385.48	14.16	9.82	854.55	N 80° 10' 00" W	9.43
C4	61.22	18.75	18.82	842.98	N 80° 10' 00" W	17.85

BURY <small>100% BURY</small> <small>100% BURY</small> <small>100% BURY</small> <small>100% BURY</small>	EXHIBIT MARGARITAVILLE LEASE AREA AT RIVERCENTER MALL	1 <small>OF 2</small>
		1 <small>OF 2</small>