

# First Amendment of La Villita Lease

(Brandy Garcia d/b/a B.link, Building 14B)

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This First Amendment of the La Villita Lease is between Lessee and the City of San Antonio (“Lessor”), pursuant to the Ordinance Authorizing Renewal.

## 1. Identifying Information.

**Lessee:** Brandy Garcia d/b/a B.link

**Lessee’s Address:** 418 La Villita, San Antonio, Texas 78205

**Lease:** Building #14B located at 418 Villita Street that consists of a total area of 166 square feet...

### Ordinance Authorizing

**Original Lease:** 2017-10-19-0808

### Ordinance Authorizing

#### First Renewal:

#### Beginning of First

**Renewal Term:** 11/01/2018

#### Expiration of First

**Renewal Term:** 10/31/2019

## 2. Defined Terms.

2.1 All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

## 3. Term.

3.1 The term of the lease is extended from the Beginning of First Renewal Term through and including the Expiration of First Renewal Term.

## 4. Rental.

4.1 The table found under Section 3.02. is deleted in its entirety and replaced with the following:

Term	Base Rent		Utilities		CAM		Total
	Rate	Monthly Sub-Total	Rate	Monthly Sub-Total	Rate	Monthly Sub-Total	
11/1/18-10/31/19	\$1.41	\$234.06	\$0.26	\$43.16	\$0.12	\$19.92	\$297.14

## 5. Renewal

5.1 Section 5.03 is deleted in its entirety and replaced with the following:

If Tenant is not in default under the Lease, Tenant may ask to renew this Lease for an additional one-year term by giving Landlord three months prior written notice before expiration of the current term. Renewal is effective only after written notice of intent to renew is received, agreement on rent for renewal term is negotiated, and proposed renewal is approved in writing by the Director of the Center City Development and Operations Department and/or their designee.

**No Default.**

5.1 Neither Lessor nor Lessee 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 renewal.

**6. Same Terms and Conditions.**

6.1 This renewal instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal, the Lease remains a comprehensive statement of the rights and obligations of Lessor and Lessee. Lessor and Lessee reaffirm the Lease as modified by this agreement and represent to each other that, except as expressly stated in this instrument, 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.

**7. Non-Discrimination**

7.1 As a party to this contract, Lessee understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**8. Public Information.**

8.1 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 agreement waives an otherwise applicable exception to disclosure.

*Remainder of Page Left Intentionally Blank*

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

**Lessor**

**Lessee**

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

**Brandy Ann Garcia**  
**d/b/a B.link**

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

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

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

Printed Name and Title: Brandy Garcia - Owner

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

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

Date: 9/28/18

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

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