

# **First Amendment to the River Walk Patio Lease Agreement**

**(Aztec Family Group, LLC.)**

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This First Amendment to the River Walk Patio Lease Agreement is between the Aztec Family Group, LLC. (“Lessee”) and the City of San Antonio (“Lessor”), pursuant to the Ordinance Authorizing the First Amendment.

## **1. Identifying Information.**

**Lessee:** Aztec Family Group, LLC.

**Lessee’s Address:** 16 Carriage Hill, San Antonio, TX 78257

**Lease:** An area containing 1,659.93 square feet of patio space, located on the San Antonio River Walk between the north side of the Hugman Wall and the San Antonio River adjacent to the sub-surface of that portion of Crockett Street between North St. Mary’s Street and Navarro Street abutting Lessee’s property located at Lots 2,3,4,5,6,7,8 and 9, Block 3, New City Block 116, according to Bexar Appraisal District Records, and the W/2 of Corcoran Alley, situated with the corporate limits of the City of San Antonio, Bexar County, Texas

**Ordinance Authorizing  
Original Lease:** 90983

**Ordinance Authorizing  
Sub-Lease:** 101302

**Ordinance Authorizing  
Assignment of Lease:** 2015-02-19-0113

**Ordinance Authorizing  
First Amendment:**

## **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. Demise of Premises.**

3.1 The Leased Premises, as provided for in Section 1.1, is adjusted to approximately 1,659.93 square feet. This area includes 194.94 square feet of additional patio dining space and 55.99 square feet of public ingress/egress space. Attachment A includes a diagram of the adjusted Leased Premises.

**4. Rental.**

4.1 Effective March 1, 2016, the monthly rental due shall be revised to include additional patio dining space. Rental will not be charged on public ingress/egress space. The revised rental amount due is \$2,630.46. Adjustment to this amount will occur in July 2016 as provided for under Section 4.1b.

**5. 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 amendment, 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. Public Information.**

7.1 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**

**Aztec Family Group, LLC.**

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

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

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

Printed Name and Title: SAMUEL PANCHIVEL

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

Date: 1-31-16

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

**Attest:**

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

**Approved as to Form:**

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