

# **First Amendment of Riverwalk Lease Agreement**

(Tacoland Studios LLC)

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This First Amendment of the Riverwalk Lease Agreement is between Lessee and the City of San Antonio ("Lessor"), pursuant to the Ordinance Authorizing Renewal.

## **1. Identifying Information.**

**Lessee:** Tacoland Studios LLC

**Lessee's Address:** 103 W. Grayson

**Lease:** 180 square feet of real property owned by the City in the San Antonio River Walk Area.

**Ordinance Authorizing Original Lease:** 2012-11-01-0844

**Ordinance Authorizing First Renewal:**

**Beginning of First Renewal Term:** November 1, 2017

**Expiration of First Renewal Term:** October 31, 2022

## **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 Renewal Term through and including the Expiration of Renewal Term.

3.2 LESSEE may terminate this Agreement with sixty (60) day written notice to CITY. Notwithstanding the preceding, if at any time during renewal period, LESSEE's property lease for adjacent property out of which restaurant is operated is terminated by the property owner(s), this Agreement shall automatically terminate.

## **4. Rental.**

Rental for the First Renewal Term is as follows:

4.1 For November 1, 2017 – October 31, 2018:  
\$1.33 per sf/month or \$239.40 monthly/\$2,872.80 annually

4.2 For November 1, 2018 – October 31, 2019:  
\$1.36 per sf/month or \$244.80 monthly/\$2,937.60 annually

4.3 For November 1, 2019 – October 31, 2020:  
\$1.39 per sf/month or \$250.20 monthly/\$3,002.40 annually

4.4 For November 1, 2020 – October 31, 2021:  
\$1.42 per sf/month or \$255.60 monthly/\$3,062.20 annually

4.5 For November 1, 2021 – October 31, 2022:  
\$1.46 per sf/month or \$262.80 monthly/\$3,153.60 annually

**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 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. 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.

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

**Lessor**

**Lessee**

City of San Antonio, a Texas municipal corporation

Tacoland Studios LLC

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

By: 

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

Printed Name and Title: DAVID M. ADELMAN, MANAGER

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

Date: 9/19/2017

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

**Attest:**

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

**Approved as to Form:**

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