

**ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT  
EL MERCADO AREA NUMBER S-6  
(WITH LANDLORD'S CONSENT)**

**WHEREAS**, the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 91799 passed and approved by the City Council on May 18, 2000, as **LANDLORD ("CITY")**, entered into that certain Lease Agreement effective **January 1, 2000 ("LEASE")** with **Violeta Duran d/b/a "Forever Yours" (ASSIGNOR)** for the lease of the following described tract or parcel of real property situated in Farmers Market at Market Square, San Antonio, Bexar County, Texas to-wit:

A portion of the real property and improvements owned by **CITY** located at 514 W. Commerce Street, San Antonio Bexar County, Texas within the area commonly known as El Mercado at Market Square (said real property and improvements hereinafter referred to as the "**Leased Premises**"). Said Leased Premises contain approximately 71.4 square feet and is identified as area number S-6;

**WHEREAS**, **Violeta Duran d/b/a "Forever Yours"** desires, as **ASSIGNOR**, to convey and assign **TENANT'S** leasehold interest under the **LEASE** to **Joyce Duran d/b/a "Besitos and Joy"** as **ASSIGNEE**; and

**WHEREAS**, said assignment requires the prior approval of **CITY**; and

**WHEREAS**, **ASSIGNEE** desires to assume from **ASSIGNOR** all of **ASSIGNOR'S** rights, title, and interest as **TENANT** in and to the **LEASE**, and all of **ASSIGNOR'S** benefits and obligations there under; and

**WHEREAS**, **ASSIGNEE** has satisfied the **CITY** that they are financially able to undertake the obligations of **TENANT** under said **LEASE**, and **CITY** desires to give its consent to **ASSIGNOR'S** assignment of **ASSIGNOR'S** interest in the **LEASE** to **ASSIGNEE** and to **ASSIGNEE'S** assumption of **TENANT'S** obligations there under; and

**WHEREAS**, amending the **LEASE** is in **CITY** and **TENANT'S** best interest; **NOW THEREFORE**,

In consideration of the mutual covenants and agreements set forth below the parties agree as follows:

1. **CONVEYANCE AND ASSIGNMENT**: **ASSIGNOR** does hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver to **ASSIGNEE**, all of **ASSIGNOR'S** rights, title, and interest in and to the **LEASE**, including and also without limitation, all of the rights, duties, obligations, and liabilities of **ASSIGNOR** in, to, and under the **LEASE** to pay rent and to observe and perform all other covenants and duties of **TENANT** there under.
2. **ASSUMPTION**: By its execution hereof, **ASSIGNEE** hereby assumes and agrees to perform all of the terms, covenants, and conditions of the **LEASE** on the part of the **TENANT** therein required to be performed arising from and after the date hereof, and **ASSIGNEE** releases **ASSIGNOR** from all liability for such obligations.

**ASSIGNEE** hereby accepts the assignment of said **ASSIGNOR'S** rights, title and interest in and to the **LEASE** and; **ASSIGNEE** recognizes the superior fee title in and to the land and premises held by the **CITY**, as Landlord, and **CITY'S** right of reversion at the end of the **LEASE** term, whether occasioned by default or passage of time, as well as, the rights and

benefits of every description whatsoever belonging to or accruing to the benefits of the CITY under the LEASE.

3. **CONSENT:** CITY hereby consents to the assignment by Violeta Duran d/b/a "Forever Yours", as ASSIGNOR, and the assumption by Joyce Duran d/b/a "Besitos & Joy", as ASSIGNEE of said Violeta Duran dba "Forever Yours".

4. **REPRESENTATION AND WARRANTIES:** ASSIGNOR and ASSIGNEE represent and warrant that the following statements are true.  
Joyce Duran, as the ASSIGNEE, will be the exclusive owner of the business, formerly owned by Violeta Duran and operating as "Forever Yours". Joyce Duran will take full control of the business immediately upon execution of agreement and will operate as "Besitos & Joy".

Violeta Duran will not have any ownership or serve as agent in the new enterprise operating from the premises. This individual will have no authority, financial or otherwise, in the new enterprise operating from the premises.

In the event that any such representations and warranties are found by CITY not to be true, then CITY shall have authority to revoke its consent to this assignment and terminate the Lease without allowing ASSIGNOR or ASSIGNEE an opportunity to cure.

5. **USE AND CARE OF PREMISES:** ASSIGNEE agrees that that the Leased Premises shall be utilized for the sole purpose of retail sales of products reflecting an open market with a Mexican Market theme, excluding alcoholic goods and beverages.

6. **AMENDING USE AND CARE OF PREMISES:** Section 2.4 of LEASE is amended to include the following provisions:

2.4.1 Further, TENANT covenants and agrees, in keeping with the intent and spirit of El Mercado and Market Square, to operate the business conducted on the Leased Premises in an "OWNER PRESENCE" capacity, physically participating in the day-to-day operations of TENANT'S business, as opposed to employing a non-owner manager of said premises, hence an "absentee owner" posture, unless such management is first approved by the Director, Downtown Operations Department, or her designee. Failure to operate the business on the Leased Premises in such a manner will constitute an act of default hereunder and will be grounds, at CITY'S option to terminate this Lease Agreement upon ten (10) days written notice to TENANT.

7. **ACKNOWLEDGEMENT OF READING:** The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatsoever competent advice and counsel which was necessary for them to form a full and complete understanding of their rights and obligations herein, and having done so, do hereby execute this Agreement.

EXECUTED this \_\_\_\_\_, 2017.

**ASSIGNOR:**  
Violeta Duran  
d/b/a "Forever Yours"

**ASSIGNEE:**  
Joyce Duran  
d/b/a "Besitos & Joy"



\_\_\_\_\_  
Violeta Duran



\_\_\_\_\_  
Joyce Duran

3546 SUMANTRA CLIFF  
\_\_\_\_\_  
Address

SAN ANTONIO, TX 78261  
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Business Telephone Number

(210) 860 2282  
\_\_\_\_\_  
Other Telephone Number

duranjoy7@yahoo.com  
\_\_\_\_\_  
Email Address

**LANDLORD:**  
CITY OF SAN ANTONIO, a Texas Municipal  
Corporation

**ATTEST:**

\_\_\_\_\_  
City Manager

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

**APPROVED AS TO FORM:**

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

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