

# **First Amendment of Riverwalk Lease Agreement**

(R&D Brands, Inc. d/b/a Bella on the River)

---

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:** R&D Brands, Inc. d/b/a Bella on the River

**Lessee's Address:** 106 East River Walk, San Antonio, Texas, 78205

**Lease:** River Walk Patio Lease between Lessor and Lessee  
pertaining to 127.1 square feet of patio space adjacent the  
San Antonio River.

**Ordinance Authorizing**

**Original Lease:** 2011-06-09-0480

**Ordinance Authorizing**

**First Renewal:**

**Beginning of First**

**Renewal Term:** June 1, 2016

**Expiration of Second**

**Renewal Term:** May 31, 2021

## **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.**

Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:

4.1 The rental may be paid in one lump sum in advance or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

4.1.1 For the term June 1, 2016 – May 31, 2017:  
\$2,623.32 per year or \$218.61 per month

4.1.2 For the term June 1, 2017 – May 31, 2018:  
\$2,669.16 per year or \$222.43 per month

4.1.3 For the term June 1, 2018 – May 31, 2019:  
\$2,714.88 per year or \$226.24 per month

4.1.4 For the term June 1, 2019 – May 31, 2020:  
\$2,760.60 per year or \$230.05 per month

4.1.5 For the term June 1, 2020 – May 31, 2021:  
\$2,806.32 per year or \$233.86 per month

**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.

*Remainder of Page Left Intentionally Blank*

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

**Lessor**

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

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

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

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

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

**Lessee**

**R&D Brands Inc. d/b/a Bella on the River**

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

Printed  
Name and Title: DONO D. SMYCK, OWNER

Date: 14 APR 16

**Attest:**

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

**Approved as to Form:**

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