

**ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT
FARMERS MARKET AREA NUMBER S - 26
(WITH LANDLORD'S CONSENT)**

This ASSIGNMENT AND AMENDMENT TO LEASE AGREEMENT ("**Agreement**") is hereby made and entered into by and between CITY OF SAN ANTONIO, a Texas municipal corporation and Landlord of the subject property ("**CITY**"), acting by and through its City Manager, and JUAN BUENDIA (collectively "**TENANT**"/"**ASSIGNOR**"), D/B/A BUENDIA IMPORTS.

WHEREAS, effective June 4, 2020, CITY entered into that certain Lease Agreement ("**LEASE**") with TENANT 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 612 W. Commerce Street, San Antonio Bexar County, Texas within the area commonly known as Farmers Market at Market Square (said real property and improvements hereinafter referred to as the "**Leased Premises**"). Said Leased Premises contain approximately 228 square feet and is identified as area number S-26; and

WHEREAS, TENANT desires, as ASSIGNOR, to convey and assign TENANT's leasehold interest under the LEASE to NITZA TRUQUE HOVERMALE and KAYLA TRUQUE ("**ASSIGNEE**"), D/B/A Earth to Art ("*Earth to Art*"); and

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

WHEREAS, ASSIGNEE has satisfied **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 thereunder; and

WHEREAS, amending the LEASE is in CITY's and TENANT's best interest.

WHEREAS, ASSIGNEE agrees to pay City \$3,000.00 assignment fee.

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 without limitation, all 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 thereunder.

2. **ASSUMPTION:** By its execution hereof, ASSIGNEE hereby assumes and agrees to perform all 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 CITY under the LEASE.

3. **REPRESENTATION AND WARRANTIES:** ASSIGNOR and ASSIGNEE represent and warrant that the following statements are true.
Upon City Council approval, ASSIGNEE will be the exclusive owner of the business, formerly owned by ASSIGNOR and operating as "Buendia Imports". ASSIGNEE will take full control of the business and will operate as "Earth to Art".

ASSIGNOR will not have any ownership or serve as employee or agent in the new enterprise operating from the premises. ASSIGNORS 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 Agreement and terminate the LEASE without allowing ASSIGNOR or ASSIGNEE an opportunity to cure.

4. **USE AND CARE OF PREMISES:** ASSIGNEE agrees that that the Leased Premises shall be utilized for the sole purpose of retail sales of the following product categories:
- Pottery
 - Clothing
 - Art (Metal, Ceramic, Wood, Glass, etc...)
 - Figurines
 - Home Goods (Mirrors, tiles, plaques, address numbers and holders, etc....)
 - Handicrafts

No weapons, toy weapons or toys that make loud noise are allowable.

5. **AMENDING USE AND CARE OF PREMISES:** Section 2 of LEASE is amended to include the following provisions:

2.06 Further, **TENANT** covenants and agrees, in keeping with the intent and spirit of Farmers Market 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 of the Center City Development and Operations Department, or his

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**.

ASSIGNEE further agrees to refrain from hawking in common area.

6. AMENDING RENT: Section 3 is amended to include the following provisions.

Section 3.02 should read: Base Rent is comprised of charges for leased retail space. Base rent (not including Waste collection Fee) is as follows:

Lease Year		Rate/Month (S.F.)	Square Feet	Monthly Rental
1	Commencement to May 31, 2024	\$3.80	228	\$866.40
2	June 1, 2024 to May 31, 2025	\$3.88	228	\$884.64
3	June 1, 2025 to May 31, 2026	TBD *	228	TBD
4	June 1, 2026 to May 31, 2027	TBD	228	TBD
5	June 1, 2027 to May 31, 2028	TBD	228	TBD
6	June 1, 2028 to May 31, 2029	TBD	228	TBD
7	June 1, 2029 to May 31, 2030	TBD	228	TBD

- Rates to be negotiated

7. AMENDING COMMON AREA Section 4 of LEASE to include the following provision.:

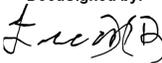
Section 4.03.01 Tenant can use the two sides of pillar facing the business to display merchandise. Tenant may also use the third side of the pillar, that does not contain the fire extinguisher and is facing the food court. Tenant may not use the side of the pillar with the fire extinguisher. On the two sides of the pillar facing the store, tenant may display merchandise from the pillar to the store. On the side of the pillar facing the food court, tenant may display merchandise up to two feet from the pillar Outside of the area immediately around the pillar, tenant may not place items outside the yellow line.

- 8.. 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

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of _____, 2023.

ASSIGNOR:

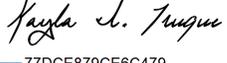
DocuSigned by:

E4601C0712D34F4...

Juan Buendia
dba Buendia Imports

ASSIGNEE:

DocuSigned by:

CCBA1E49C92E4A2

DocuSigned by:

77DCE879CE6C479...

Nitza Truque Hovermale; Kayla Truque
d/b/a Earth to Art

612 WEST COMMERCE # 18

Address

SAN ANTONIO, TEXAS 78207

City, State, Zip Code

210.860.2716

Business Telephone Number

210.636.6179

Other Telephone Number

homesbynitza@gmail.com

Email Address

DATE: 9/20/2023

DATE: 9/20/2023 9/20/2023

LANDLORD:

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

Director, CCDO

APPROVED AS TO FORM:

City Attorney

