

# First Renewal and Amendment of Restaurant Lease

(531 Navarro/Houston St. Garage)

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This First Renewal and Amendment of Restaurant Lease ("First Amendment") is entered into between Landlord and Tenant.

## 1. Identifying Information.

**Original Authorizing Ordinance:** 2020-04-16-0261

**Landlord:** City of San Antonio

**Landlord's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Leasing Manager, BESD)

**Tenant:** ATR Foods, LLC

**Tenant's Address:** 531 Navarro Street, San Antonio, Texas

**Lease:** Approximately 720 square feet of net rentable area on the first floor of the building ("Building") located at the SW corner of Houston and Navarro St. in San Antonio, Texas and as further depicted on Exhibit A of the original Restaurant Lease and commonly known as 531 Navarro Street.

**Address for Payment of Rent:** City of San Antonio  
Financial Services Division  
Revenue Collections  
P.O. Box 839975  
San Antonio, TX 78238-3975

**1<sup>st</sup> Renewal:** Renews the lease agreement for a period of 5 years.

**Beginning of 1<sup>st</sup> Renewal Term:** May 1, 2025

**Expiration of 1<sup>st</sup> Renewal Term:** April 30, 2030

## **2. Defined Terms.**

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. References to "Lease" in this First Amendment include the original Lease.

## **3. Term, Extension.**

3.01. The term of the Lease is extended from the Beginning of 1<sup>st</sup> Renewal Term through and including the Expiration of Renewal Term. The Extended Lease Term is five (5) years until April 30, 2030.

## **4. Rent.**

Tenant shall pay the restated Rent from the original Lease:

| <b>Term</b>                              | <b>Monthly Rent</b> |
|--|---------------------|
| <b>May 1, 2025 - October 31, 2027</b>    | <b>\$1,948.20</b>   |
| <b>November 1, 2027 - April 30, 2030</b> | <b>\$2,006.40</b>   |

## **5. No Default.**

Neither Landlord nor Tenant 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 of Lease Agreement.

## **6. Same Terms and Conditions.**

This First Renewal and Amendment of Restaurant Lease is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this First Amendment, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement and represent to each other that 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. If this First Amendment conflicts with the Lease, this First Amendment controls.

## **7. Public Information.**

Landlord 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.

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

**Tenant**

**ATR Foods, LLC**

By: Tweddy Rooney

Printed Name: T. Rooney

Title: Owner

Date: 11-1-2024

**Landlord**

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

Signature: \_\_\_\_\_

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

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

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

Approved as to Form:

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