

# **Fourth Amendment of Riverwalk Use Fee Agreement**

**Losoya Street Properties, LLC**

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This Fourth Amendment of the Riverwalk Use Fee Agreement is between Lessee and the City of San Antonio (“Lessor”), pursuant to the Ordinance Authorizing Renewal.

## **1. Identifying Information.**

**Lessee:** Losoya Street Properties, LLC

**Lessee’s Address:** 308 Leigh Street, San Antonio, TX 78210

**Lease:** A total of 3,125.75 square feet of City-owned property adjacent to the San Antonio River Walk as follows:

- 1,738.55 square feet of River Level Commercial Space
- 22 square feet of River Level Support Space
- 974 square feet of Street Level Commercial Space
- 51 square feet of Street Level Support Space
- 340.20 square feet of Public Space (no use fee apply)

### **Ordinance Authorizing**

**Original Lease:** 94561

### **Ordinance Authorizing**

**First Amendment:** 2011-11-17-0953

### **Ordinance Authorizing**

**Second Amendment:** 2013-05-09-0327

### **Ordinance Authorizing**

**Third Amendment:** 2014-11-06-0852

### **Ordinance Authorizing**

**Fourth Amendment:**

## **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.

## **3. Demise of Premises.**

The Leased Premises as described in Section 2.1.1 are adjusted to include an additional 500 square feet of River Level Commercial Space as follows:

- 174 square feet – Extended Patio 1 (Exhibit B-2)
- 326 square feet – Extended Patio 6 (Exhibit B-3)

The total River Level Commercial Space is revised to a total of 2,238.55 square feet.

## **4. Rental.**

Rental rates for the remainder of the lease term are hereby adjusted to include additional square feet as follows:

| <b>Start Date</b> | <b>End Date</b> | <b>Monthly</b> | <b>Annual</b> |
|-------------------|-----------------|----------------|---------------|
| 10/1/2023         | 8/31/2024       | \$7,179.21     | \$ 78,971.29  |
| 9/1/2024          | 8/31/2025       | \$7,322.79     | \$ 87,873.51  |
| 9/1/2025          | 8/31/2026       | \$7,469.25     | \$ 89,630.98  |

**5. Assignment of Lease**

Effective the date of this lease amendment Lessee of this agreement shall be Losoya Street Properties, LLC.

**6. No Default.**

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.

**7. Same Terms and Conditions.**

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.

**8. Public Information.**

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.

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

**Lessor**

**Lessee**

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

**Losoya Street Properties, LLC**

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

By: Elaine Olivier

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

Printed Name: Elaine Olivier

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

Title: President

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

Date: 8/21/23

**Approved as to Form:**

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