

AGENDA ITEM 25

Consider approving continuation of sub lease agreement for 12-month period beginning February 1, 2001 with Bluebonnet MHMR at same terms as original agreement.

Moved: Judge Doerfler

Seconded: Commissioner Limmer

Motion: To approve continuation of sub-lease agreement for 12-month period beginning February 1, 2001 with Bluebonnet MHMR at the same terms as original agreement.

Vote: 4 - 0

< Attachment >

SECOND AMENDMENT OF LEASE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Second Amendment to Lease Agreement (the "Second Amendment") is made and entered into as of the 1st day of MAY, 2000 by and between Round Rock North Partnership, a Texas general partnership ("Lessor") and Williamson County, Mental Health Board, Inc., a Texas corporation ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated January 15, 1991 (the "Lease"), covering certain real property and improvements thereon, commonly known as 212 Commerce Boulevard, Round Rock, Texas and containing approximately 5,000 square feet as more particularly described in the Lease and as more particularly reflected on the site plan attached hereto as Exhibit "A" (the "Leased Premises"); and

WHEREAS, the Lease was amended by First Amendment to Lease Agreement dated as of June , 1995, to extend the term of the Lease until January 31, 2001 (the "First Amendment"); and

WHEREAS, Lessor and Lessee desire to further extend the term of the Lease; to provide for additional improvements to the Leased Premises, and to provide additional terms and conditions as set forth below;

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Definitions.** Each capitalized term used herein shall have the meaning assigned to such term in the Lease, as amended by the First Amendment, unless the context hereof otherwise requires or provides.

2. **Extended Term.** Article I of the Lease, as amended by the First Amendment, is hereby modified by adding the following:

a.m. Lessor and Lessee agree to extend the term of the Lease for an additional term of
a.m. ~~twenty-four (24)~~ twenty-four (24) months commencing on February 1, 2001 and terminating on
 ~~January 31, 2002~~ January 31, 2002 (the "Extended Term").

3. **Rent.** Article III and Exhibit "C" of the Lease are hereby amended by adding the following paragraph:

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

Lessee agrees to pay to Lessor a monthly Rent for the Extended Term in advance commencing on February 1, 2001 and continuing on the first day of each and every month thereafter during the Extended Term in accordance with the following schedule:

<u>Months</u>	<u>Dates</u>	<u>Rate per Month</u>
1 - 12	Feb. 2001 - Jan. 2002	\$4,621.00
^{NO} a.m. 13 - 23	^{Dec. 2002} Feb. 2002 - Jan. 2003	\$4,759.63

4. Construction of Additional Improvements. Lessor and Lessee agree and acknowledge that all improvements contemplated in Article II of the Lease and Section 4 of the First Amendment were timely and properly completed. Lessor and Lessee further agree that additional improvements will be made to the Leased Premises, as follows:

- a. Lessor will repaint the interior of the Leased Premises, and
- b. Lessor will replace damaged ceiling tiles as reasonably necessary.

All Improvements provided under this section will be completed in a good and workmanlike manner. Lessor agrees to commence work on the Improvements within two weeks of the date of execution of this Agreement. Lessor estimates that the Improvements provided for in this section will be completed 45 days after the date of commencement.

5. Interest. Article VII of the Lease is deleted in its entirety, and amended to read as follows:

Interest. If any sum of money due to Lessor from Lessee under the terms of this Lease is not paid as and when due, the unpaid amount will bear interest from the date the payment was due until the date the payment is received by Lessor, at the lower of (i) the rate of 18 percent per annum or (ii) the highest nonusurious rate that may be lawfully charged by Lessor to Lessee hereunder.

6. Taxes. Article XXIV of the Lease is hereby amended to provide that the base year used in computing any Additional Rent owed by Lessee to Lessor due to an increase in real estate taxes and special assessments during the Extended Term will be the year 1996.

7. Security Deposit. The existing Security Deposit of \$3,950.00 reflected in Article XXVII of the Lease, as amended by the First Amendment, will be applied to cover the Extended Term.

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

8. Miscellaneous.

a. Entire Agreement. This Second Amendment, together with the Lease, as amended by the First Amendment, sets forth the entire understanding of the parties and supercedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto will be valid unless made in writing and signed by both Lessor and Lessee.

b. Binding Effect. This Second Amendment will be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns.

c. Counterparts. This Second Amendment may be executed in two or more counterparts, each of which will be deemed an original, which together will constitute one and the same agreement.

d. Governing Law. This Second Amendment will be governed by and construed in accordance with the laws of the State of Texas.

e. Affirmation of Lease. Lessor and Lessee agree that, except as modified hereby, the Lease, as amended by the First Amendment, remains valid, binding and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first set forth above.

LESSOR:

Round Rock North Partnership,
a Texas general partnership

By: Alan M. L.Name: ALAN MUSKINTitle: MANAGING PARTNER**LESSEE:**

Bluebonnet Trails Community MHMC Center
Williamson County, Mental Health Board, Inc.
a Texas corporation

By: Nancy G. GiffordName: Nancy GiffordTitle: CEO

Change made per
TC to Alan Muskin
5/16/00. VHall

EXHIBIT "A"

[PROPERTY DESCRIPTION]

LOT 7, BLOCK 7, ROUND ROCK NORTH INDUSTRIAL
PARK, SEC. 5, LOCALLY KNOWN AS 212
COMMERCE BLVD.

2/6/01

They have negotiated lease
renewal for next 2 years

This year 2/1/01 to 1/31/02
their rent remained the same
so county's 10% remained
the same

Next year the rent goes up (2/1/02)
so they will have to come back to
cc if they want 10% of the
new rate

AGENDA ITEM 26

Discuss and consider entering into an agreement with Jeff Montgomery and Associates for needs assessment survey for Williamson Co. Parks.

Moved: **Commissioner Heiligenstein**

Motion: To enter into an agreement with Jeff Montgomery and Associates for needs assessment survey for Williamson County Parks.

Commissioner Heiligenstein amended his motion..

Amended Motion: **Commissioner Heiligenstein**

Second: **Commissioner Limmer**

Amended Motion: To enter into an agreement with Jeff Montgomery and Associates for needs assessment survey for Williamson County Parks, **with the County Judge to determine how to fund the survey and without paying the first \$15,000.00 of the contract before any services are rendered.**

Vote: 4 - 0

< Attachment >