

State of Texas
Collin County
Commissioners Court

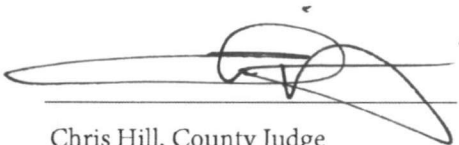
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Court Order
2023-081-02-06

An order of the Collin County Commissioners Court approving an amendment to a lease agreement.

The Collin County Commissioners Court hereby approves a Second Amendment to Amended and Restated Lease Agreement (Agreement No. 2020-181) with the City of Frisco for property located at 6101 Frisco Square Boulevard, Suite 2000, Frisco, Texas to extend the lease for one (1) year through and including December 31, 2023, and increase the common area maintenance fee by \$0.30 per square foot, and, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, February 6, 2023.



Chris Hill, County Judge



Darrell Hale, Commissioner, Pct 3



Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk

SECOND AMENDMENT TO AMENDED AND RESTATED COMMERCIAL LEASE

This Second Amendment to Amended and Restated Commercial Lease (this "Amendment") is made and entered into by and between the **CITY OF FRISCO, TEXAS**, a Texas municipal corporation organized under the laws of the State of Texas, referred to in this lease as "Lessor", and **COLLIN COUNTY**, a Texas political subdivision, referred to in this lease as "Lessee".

WHEREAS, Lessor and Lessee executed a Commercial Lease dated to be effective January 1, 2017, whereby Lessor is leasing to Lessee a portion of Frisco City Hall for the consideration and subject to the terms and conditions contained in the Lease;

WHEREAS, the Commercial Lease was amended and restated in an Amended and Restated Commercial Lease dated to be effective January 1, 2018, and January 1, 2019 (the "Amended and Restated Lease"); and

WHEREAS, the Amended and Restated Commercial Lease was amended effective April 22, 2020 ("First Amendment" and together with the Amended and Restated Lease and this Second Amendment, the "Lease"); and

WHEREAS, Lessor and Lessee have agreed to amend the Lease to modify the term of the Lease, to modify the rent payment, and to make other amendments to the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor and Lessee hereby modify the Lease as set forth herein.

ARTICLE 1. TERM AND TERMINATION

Term of Lease

1. Section 1.1 of the Lease is modified so that the term of the Lease shall commence on January 1, 2020, and shall terminate on January 1, 2021, unless terminated sooner as provided in the Lease. Lessor grants to Lessee three (3) successive options to extend the Term for one (1) year each (the "Extension(s)"). In order to exercise the Extensions, Lessee must provide notice to Lessor of Lessee's intention to extend the Term at least ninety (90) days prior to the expiration of the Term or any extension thereof. The terms and conditions of the Lease during the Extensions shall be the same as those contained in the Lease.

Base Rent

2. The Base Rent set forth in Section 2.1 of the Lease for the 2020 lease term and any Extensions will remain the same and is not modified. The annual rent

1. '22'
2. '23'
3. '24'

shall be the sum of Forty-Five Thousand Six Hundred Thirty and No/100 (\$45,630.00) per annum during the lease term payable in monthly installments in the amount of Three Thousand Eight Hundred Two and 50/100 (\$3,802.50) per month in advance, with any amount owed for a partial month being pro-rated, as Lessee's contribution to utilities, building maintenance, premises insurance and janitorial services.

Additional Rent

3. Section 2.2 of the Lease is hereby removed and replaced with the following language:

"Lessee also agrees to pay Lessor as rent for the leased premises for the 2020 lease year, additional rent of Five and 62/100 Dollars (\$5.62) per square foot for the 3,042 square feet and the 982 square feet which totals the sum of Twenty-Two Thousand Six Hundred Fourteen and 88/100 Dollars (\$22,614.88) per annum during the lease term payable in monthly installments in the amount of One Thousand Eight Hundred Eighty-Four and 57/100 Dollars (\$1,884.57) per month in advance, with any amount owed for a partial month being pro-rated, as Lessee's contribution to utilities, building maintenance, premises insurance and janitorial services (the "Additional Rent"). If the Lease term is extended as provided above, the Additional Rent will be adjusted for the lease years 2021, 2022, and additional renewal terms for any changes in the expenses included as Additional Rent, such increase not to exceed more than five percent (5%) for any one lease year."

4. Notwithstanding any statement to the contrary in this Lease, Lessee agrees that Lessor is entitled, at its option, to relocate Lessee within the Frisco City Hall by substituting the leased premises with like square footage and like amenities at any time during the Extension(s). Lessor may exercise this option by providing Lessee with sixty (60) days advance written notice. In the event Lessor exercises this option, the parties agree that Exhibit "A" to the Lease will be automatically updated to show the substituted leased premises, and all other terms of the Lease will remain effective.

5. If not otherwise defined herein, capitalized terms shall have the same meaning as in the Lease.

6. All provisions in the Lease, as amended, not in conflict herewith are hereby ratified and shall remain in full force and effect.

7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute an instrument.

The undersigned Lessor and Lessee execute this Amendment on the date set forth below, at Frisco, Collin County, Texas.

EXECUTED to be effective the 21st day of February, 2023.

Lessor:

THE CITY OF FRISCO, TEXAS, a Texas corporation organized under the laws of the State of Texas

By: Wesley S. Pierson
Wesley S. Pierson, City Manager

Date Executed: February 21, 2023

Lessee:

COLLIN COUNTY, TEXAS

By: [Signature]
Name: CHRIS HILL
Title: COUNTY JUDGE

Date Executed: 3 FEB 2023



CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TEXAS 75034
TEL 972.292.5000
WWW.FRISCOTEXAS.GOV

January 24, 2023

Collin County
Bill Burke/Collin County Construction & Projects
4600 Community Avenue
McKinney, Texas 75071

**City of Frisco and Collin County Commercial Lease
George A. Purefoy Municipal Center, 2nd Floor Space**

The City of Frisco and Collin County mutually agree to renew this lease for the period of January 1, 2023 to December 31, 2023, per the terms and conditions of the Second Amendment to the Amended and Restated Commercial Lease Agreement.

Per this amendment, the base rent for the 3,042 square feet remains \$45,630 annually, payable in monthly installments in the amount of \$3,802.50 per month in advance. The "additional rent", as Collin County's contribution to utilities, building maintenance, premises insurance and janitorial service, is subject to a 5% annual increase. For the renewal period of January 1, 2023 to December 31, 2023, this results in an increase from \$6.195 per square ft. to \$6.50 per square ft. Additional rent for the 4,024 square feet is \$26,156 resulting in eleven monthly payments of \$2,179.66 and one monthly payment of \$2,179.74.

CHRIS HILL
Name

7 FEB 2023
Date

[Signature]
Signature

We look forward to a continued successful relationship. If you have any further questions, please contact Steve Bone at (972) 292 5548.

Sincerely,

Steve Bone

Property Administrator