

**FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	08/05/2009	Submitted By:	Mary Reveles
Court Agenda Date:	08/11/2009	Department:	County Attorney
		Phone Number:	341-4554

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SUMMARY OF ITEM:

AGENDA ITEM

CONSENT:

CONSTABLE, PCT. 2.

Take action to approve amendment to lease agreement between Fort Bend County and Willowridge Commons, LLC, extending the lease of office space at 7133 W. Fuqua, Missouri City, effective October 1, 2009 through September 30, 2010, at the same rate of \$1,300 per month. (Fund: Constable, Pct. 2, Rentals).

RENEWAL AGREEMENT/APPOINTMENT YES NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

FINANCIAL SUMMARY: BUDGETED ITEM: YES NO N/A

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT:

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Road & Bridge	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Constable, Pct.2	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): *8-13-09 copy received*

AMENDMENT OF LEASE AGREEMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

This amendment is made the 1st day of October, 2009, by and between Willowridge Commons, LLC c/o Malachite Group of Texas P.O. Box 58301, Nassau Bay, Texas 77258 ("Landlord") and Fort Bend County ("Tenant"). 1955 W. TC JESTER, HOUSTON, TX 77008 pV

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Lease Agreement for approximately 4,060 square feet of rentable area located in the Willowridge Commons Shopping Center (the "Center"), located 7133 W. Fuqua, Missouri City, Texas 77489, commencing on the 1st day of October, 2006 and expiring on the 30th day of September, 2007, and extended one additional term of One (1) year commencing on the 1st day of October, 2007 and expiring on the 30th day of September, 2008, and extended one additional term of One (1) year commencing on the 1st day of October, 2008 and expiring on the 30th day of September, 2009.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS HEREIN CONTAINED, IT IS AGREED SAID Lease Agreement is amended as follows:

TERM

- 1. The Lease is hereby extended for an additional term of ONE (1) year(s) commencing on the 1st day of October, 2009 and expiring on the 30th day of September, 2010.

RENT

- 1. Base Rent for this period will be: Months 1 - 12 \$1,300.00
- 2. Common area maintenance, taxes, insurance charge: \$N/A per month, payable in advance. This is an estimate only. (WILL NOT BE LESS DURING THE TERM OF THE LEASE)

LANDLORD'S RIGHT TO DEMOLISH THE CENTER

Landlord reserves the right to demolish the Center in its entirety. In such event, Landlord shall give Tenant one hundred twenty (120) days written notice of such intent to demolish the Center. Tenant shall have the right (with ten (10) days notice to Landlord) to terminate this Lease and vacate the premises at any time after receipt of such notice of intent to demolish the Center. All of Tenant's obligations under this Lease shall terminate effective as of the date of any such termination and vacating of the Premises by Tenant hereunder. Landlord shall (i) release Tenant from any further obligations under this Lease and Guaranty Agreement; and (ii) return to Tenant within five (5) days any Security Deposit and any other prepaid or overpaid amounts being held by Landlord under this Lease

WHEREAS, all other covenants, terms and conditions of the original Lease Agreement shall remain in effect and no covenant or condition of the lease shall be deemed waived by any action or non-action in the past.

LESSOR: Willowridge Commons LLC

By: Manny Malakan/President 7-31-09 Date

LESSEE: Fort Bend County

By: Robert Hebert, County Judge 8-11-09 Date