

STATE OF TEXAS

§

COUNTY OF FORT BEND

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**AMENDMENT NO. 4 TO LEASE AGREEMENT WITH  
FORT BEND COUNTY CENTRAL APPRAISAL DISTRICT**

**THIS FOURTH AMENDMENT**, is made and entered into by and between Fort Bend County, Texas, (hereinafter "Lessor"), and the Fort Bend County Central Appraisal District, (hereinafter "Lessee").

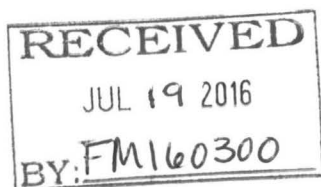
**THAT WHEREAS**, the parties executed and accepted that certain Lease Agreement dated March 5, 1996, and as amended on April 28, 1998, June 1, 2010, and finally on July 11, 2012 (hereinafter "Lease Agreement"), to extend the lease to allow Lessor to make certain additions and improvements to the facility (hereinafter "Phase 1 Expansion")

**WHEREAS**, the parties desire to make further additions and improvements to the facility (hereinafter "Phase 2 Expansion") with estimated costs in a total principal amount of two million four hundred ninety-one thousand fifty dollars and no/100 (\$2,491,050.00), as described on Exhibit "A", and design of such additions and improvements scheduled to commence on or before August 1, 2016 and construction completion estimated July 1, 2017;

**WHEREAS**, the parties desire to further amend the Lease Agreement to extend the current term and restructure rent payments to allocate costs associated with the Phase 2 Expansion; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Phase 2 Expansion shall include the following:
  - a. The addition of 5,000 square feet to the Appraisal Review Board Building;
  - b. The addition of 6,500 square feet to the Central Appraisal District Office Building; and
  - c. The expansion of the parking lot to add approximately 64 parking spaces.
2. The parties agree that the costs associated with completion of the Phase 2 Expansion is an estimated total principal amount of two million four hundred ninety-one thousand fifty dollars and no/100 (\$2,491,050.00) ("Phase 2 Expansion Cost"), as described on Exhibit "A".



3. The primary term of this Lease shall be extended an additional one hundred eighty (180) months ("New Primary Term"), commencing upon the first day of the month following the substantial completion of the Phase 2 Expansion ("Commencement Date"), and ending one hundred eighty (180) months thereafter ("Termination Date"), unless sooner provided per terms of the Lease Agreement.
4. During the period between the Effective Date of this Agreement and the Commencement Date, ("Interim Term"), Lessee shall pay rent to Lessor a sum equal to the total of the following:
  - a. Monthly payments in accordance with the current schedule of payments to due to Lessor for the Phase 1 Expansion; and
  - b. Interest and financing costs for the Phase 2 Expansion Cost.
5. Upon the Commencement Date, Lessee shall pay as rent to Lessor ("Monthly Rent") as follows:
  - a. The remaining total amount outstanding to Lessor for the Phase 1 Expansion as of the Commencement Date ("Outstanding Phase 1 Expansion Balance"); and
  - b. The total amount of the actual Phase 2 Expansion Cost.
  - c. The sum of Outstanding Phase 1 Expansion Balance and the actual Phase 2 Expansion Cost (Sections 5. a. and b. above), amortized at the rate of two percent (2%) per annum over the one hundred eighty months (180) of the New Primary Term.
6. The parties agree that Outstanding Phase 1 Expansion Balance and the Phase 2 Expansion Cost used to determine the Monthly Rent are currently estimated. The parties specifically agree to determine the remaining Outstanding Phase 1 Expansion Balance and the actual Phase 2 Expansion Cost within thirty (30) days of the Commencement Date, and further amend the Agreement to memorialize the Monthly Rent for the New Primary Term based on actual costs.
7. The interest and financing costs under Section 4. b. above shall be applied from the date of each construction draw under the construction contract and capitalized as of the Commencement Date.
8. Upon payment in full of the total amount stated in Section 5 a. and b., the Monthly Rent shall thereafter be reduced to one hundred dollars and no/100 (\$100.00) per month for each month remaining in the New Primary Term of this Lease.
9. Lessor agrees to provide copies of actual costs associated with this lease amendment including engineering, drainage and construction/remodeling to Lessee upon request.

10. Except as provided herein, all terms and conditions of the Lease Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be Effective on date executed by the last party hereto.

LESSOR:

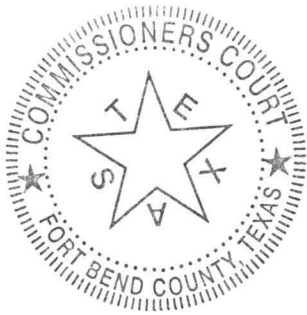
FORT BEND COUNTY

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

Robert E. Hebert, County Judge

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

July 26, 2016



ATTEST:

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

Laura Richard, County Clerk

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

7-26-16

APPROVED:

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

James Knight, Director  
Facilities Management and Planning

APPROVED AS TO LEGAL FORM:

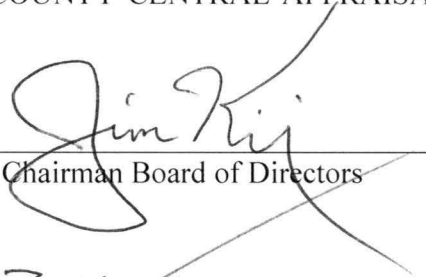
By: \_\_\_\_\_

Marcus D. Spencer  
First Assistant County Attorney

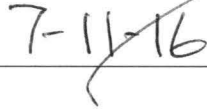
LESSEE:

FORT BEND COUNTY CENTRAL APPRAISAL  
DISTRICT

By:

  
Jim Kij, Chairman Board of Directors

Date:

  
7-11-16

# EXHIBIT A

Facilities Management & Planning

## **CAD Facility – Phase 2 Expansion Estimate**

*1 March, 2016*

ARB Expansion (5,000 sf @ \$140 / sf)	\$ 700,000
CAD Building Expansion (6,500 sf @ \$140 / sf)	\$ 910,000
Parking Expansion (64 spaces @ \$3,800 / per)	\$ 243,200
Landscape / Irrigation Allowance	\$ 25,000
Contractor General Conditions / OH / Profit (15%)	\$ 281,730
 Total Construction Estimate	 \$ 2,159,930
 Architectural / Engineering / Survey Fees	 \$ 180,000
Geotechnical Testing	\$ 7,500
Materials Testing	\$ 25,000
 Project Sub-Total	 \$ 2,372,430
5% Estimating Contingency	\$ 118,620
 <b>Total Phase 2 Expansion Estimate</b>	 <b>\$ 2,491,050</b>

NOTE: FF&E / cabling costs shall be the responsibility of the CAD and are not included in this Estimate.



**TRANSMITTAL SHEET**  
**FACILITIES MANAGEMENT & PLANNING DEPARTMENT**

COUNTY JUDGE  
RECEIVED

JUL 20 2016

**Date:** July 19, 2016

**Transmittal:** 16091

**Deliver to:** Donna Ospina

**From:** Laura Dougherty

**Project:** Agenda Backup

<b>Originals:</b>	<b>Description:</b>
1	FM160300-Fort Bend CAD Lease Agmt-4 <sup>th</sup> Amendment

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
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