

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN TOWN OF ADDISON AND 14671-14683 MIDWAY ROAD, LP FOR APPROXIMATELY 14,800 SQUARE FEET LOCATED AT 14681 MIDWAY ROAD, COMMONLY KNOWN AS THE ADDISON TREEHOUSE, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The First Amendment to Lease Agreement between the Town of Addison and 14671-14683 Midway Road, LP for approximately 14,800 square feet located at 14681 Midway Road, commonly known as the Addison TreeHouse, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 9th day of April, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

FIRST AMENDMENT TO LEASE

This **FIRST AMENDMENT TO LEASE** (this "First Amendment") has been executed as of the 29th day of March, 2019, by and between **14671-14683 MIDWAY ROAD, LP**, a Texas limited partnership ("Landlord") and **TOWN OF ADDISON** ("Tenant").

RECITALS

- A. Landlord and Tenant executed that certain Office Lease Agreement, dated February 28, 2014 (the "Original Lease"), in which the Lease Term is set to expire on May 8, 2019, for approximately 14,800 rentable square feet in Suite No. 200 of Building 5 (the "Existing Premises") in that building located at 14681 Midway Road, Addison, Texas (the said Building 5 being one of seven [7] buildings located in the "Office in the Park," containing approximately 183,446 rentable square feet with all such buildings being referred to herein collectively as the "Building") as more particularly described on Exhibit "A" and Exhibit "B" to the Original Lease.
- B. Landlord and Tenant desire to execute this First Amendment in order to evidence their agreement to: (1) extend the Lease Term of the Original Lease; and (2) make certain other amendments to the Original Lease, all as more particularly set forth in this First Amendment.
- C. Unless otherwise defined herein, all capitalized terms will have the respective meanings assigned thereto in the Original Lease.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. Improvements to Premises.

The Premises will be provided to Tenant on an "as is, where is" basis, with no duty of Landlord to perform any work on the Premises, nor contribute to any work by Tenant. **TENANT ACKNOWLEDGES AND AGREES THAT THE PREMISES IS BEING LEASED TO TENANT "AS IS", 'WHERE IS", AND "WITH ALL FAULTS", WITH TENANT ACCEPTING ALL FAULTS AND DEFECTS, IF ANY, THEREIN; AND LANDLORD MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, LANDLORD MAKES NO, AND EXPRESSLY DISCLAIMS ANY, WARRANTY AS TO HABITABILITY, FITNESS OR SUITABILITY OF THE PREMISES FOR A PARTICULAR PURPOSE, PROFITABILITY OR OTHER TENANTS IN THE BUILDING, NOR AS TO THE ABSENCE OF ANY TOXIC OR HAZARDOUS SUBSTANCES.** Notwithstanding the foregoing to the contrary, Landlord shall perform ONLY the improvements to the Premises, at the Landlord's sole cost and expense, using Building standard quantities and qualities, as are set forth in Exhibit "A" Work Responsibility.

2. Extension of Lease Term.

Landlord and Tenant hereby agree that the Lease Term shall be extended for a period ending on May 31, 2024, which is approximately sixty (60) months after the existing expiration date of the Lease Term pursuant to the Original Lease.

3. Rent.

Commencing on the Expansion Date, the Rent for the Premises throughout the Term shall be as follows:

<u>Lease Months</u>	<u>Base Rent per Rentable Square Foot</u>	<u>Base Rent Monthly</u>
5/09/2019 – 5/31/2024	\$14.00	\$17,267.00

Tenant shall additionally be responsible to Landlord for Tenant's Pro Rata Share (as defined in the Original Lease) of Additional Rent (as defined in the Original Lease). The Rent shall be due and payable in equal monthly installments, each such monthly installment due and payable on the first day of each calendar month, in advance, without demand and without setoff or deduction whatsoever. Commencing on May 9, 2019, the Base Year shall be 2019.

4. Brokers.

Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this First Amendment, other than Ballard Brokerage Advisory, LP (Landlord's broker), which commissions shall be paid by Landlord pursuant to a separate written agreement. Tenant and Landlord shall each indemnify, defend and hold harmless the other from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party. This indemnification shall survive the expiration or termination of the Original Lease.

5. No Further Modifications.

Except as specifically set forth herein, the Original Lease shall remain unmodified and in full force and effect.

6. Authority.

Landlord and Tenant represent and warrant for the benefit of the other party that the party executing this First Amendment is duly authorized to execute and deliver this First Amendment, the consent of a third party is not required to render this First Amendment effective, and this First Amendment is binding upon such respective party in accordance with its terms.

7. Ratification.

The Original Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms. Each party represents to the other that such party, to the best of their knowledge: (a) is currently unaware of any default by the other party under the Lease; and (b) has full power and authority to execute and deliver this First Amendment and this

First Amendment represents a valid and binding obligation of such party enforceable in accordance with its terms. Tenant agrees that the Original Lease shall be amended to reflect the agreements in this First Amendment.

[Signature page to follow]

IN WITNESS WHEREOF, this First Amendment has been executed as of (but not necessarily on) the date and year first written above.

Landlord:

14671-14683 MIDWAY ROAD, LP,
a Texas limited partnership

By: MIDWAY DEVCOR-EY, LLC,
a Texas limited liability company,
its general partner

By: 
Daniel W. Stansbury, Jr.
Manager

Date: 03-31-2019

Tenant:

TOWN OF ADDISON

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"
Work Responsibility

Tenant Addison Tree House			
SF: 14,800			
#	VIOLATION SUMMARY	PRIORITY LEVEL	Responsibility
1	Relocate accessible parking. Ensure slopes are no greater than 2% in all directions.	Level 4	Landlord
2	Add compliant access aisles that fully complies with 502.3 with slopes no greater than 2% in all directions.	Level 4	Landlord
3	When parking is reworked, install a compliant curb ramp complying with sections 405 and 406.	Level 4	Landlord
4	Add two parking spaces and ensure one is van accessible with compliant signage. Two of the accessible parking spaces can share an access aisle.	Level 4	Landlord
5	Remove portion of the sidewalk leading up to the brick porch and extend the slope to provide a sidewalk with a running slope of less than 5%.	Level 3	Landlord
Total Cost and Responsibility			Landlord
6	Replace door hardware with lever type hardware that does not require tight grasping or twisting to operate.	Level 5	Tenant
7	Relocate all room signs.	Level 6	Tenant
8	Relocate the AED box to a location where it does not protrude into the path of travel.	Level 10	Tenant
9	Install new hi/lo compliant drinking fountain in a compliant location. Price included under violation #10.	Level 11	Tenant
10	Install a unit for standing persons.	Level 8	Tenant
11	Modify door to provide 18" clearance.	Level 4	Tenant
Total Cost and Responsibility			Tenant
12	Remove one of the doors to alleviate the doors in series condition.	Level 5	Landlord
13	Remodel toilet room to provide a fully compliant stall.	Level 14	Landlord
14	Provide protection at the exposed drains and water lines under the lavatory.	Level 5	Landlord
15	Remove or replace with a dispenser that does not require grasping or twisting to operate.	Level 12	Landlord
16	Remodel toilet room to provide a fully compliant stall.	Level 4	Landlord
17	Provide protection at the exposed drains and water lines under the lavatory.	Level 5	Landlord
18	Lower the urinal to 17" to the rim.	Level 10	Landlord
Total Cost and Responsibility			Landlord
19	Modify sink to provide 34" maximum height.	Level 4	Tenant
Total Cost and Responsibility			Tenant