

**SECOND ADDENDUM TO INTERLOCAL AGREEMENT  
FOR COMMERCIAL OFFICE LEASE**

**712 South Stagecoach Trail, San Marcos, Texas**

This Second Addendum (the "Lease Addendum") hereby amends, modifies and supplements that certain Interlocal Agreement for Commercial Office Lease (the "Lease") by and between the City of San Marcos, Texas, a home rule municipal corporation (the "Lessee"), and Hays County, a political subdivision of the State of Texas (the "Lessor") concerning the lease of space at 712 South Stagecoach Trail for Lessee's municipal court operations.

The parties wish to enter into this Second Lease Addendum for purposes of extending the lease term. In consideration of the mutual benefits to and obligations of the parties hereunder, it is agreed as follows (all stricken language shall be removed from the Agreement, while all underlined language shall be included in the Agreement):

1. Section 2.1 of the Lease is amended to read as follows:

**2.1 Rent and Other Charges.**

Charges for "rent(s)" and "Other charges" are set forth below.

<u>Lessee's Space/Fee</u>		<u>Monthly</u>	<u>Annualized</u>
Suite 2233		\$ 2,412.50	\$ 28,950.00
Pro-rated Common Areas		\$ 1,500.00	\$ 18,000.00
Pro-rated Courtroom Space		\$ 1,242.00	\$ 14,904.00
General Building Security Charge	(10/2013- 09/2018)	\$ 881.12	\$ 10,573.44
	(10/2018- 09/2025)	\$ 2,059.89	\$ 24,718.68
Custodial Charge		\$ 100.00	\$ 1,200.00
Utilities Charge	(10/2013- 09/2018)	\$ 309.07	\$ 3,708.84
	(10/2018- 09/2025)	\$ 363.84	\$ 4,366.03
<b>Total Charges before application of credits</b>	(10/2013- 09/2018)	<b>\$6,444.69</b>	<b>\$77,336.28</b>
	(10/2018- <del>09/12/2025</del> )	<b>\$7,678.23</b>	<b>\$92,138.71</b>

2. Section 4.1 is amended to read as follows:

**4.1 Term, Possession, and Anniversary.**

The commencement date of the lease term shall be October 1, 2013. The initial lease term shall be for ~~144~~ 147 full calendar months from commencement date, the last day of the lease term being ~~September 30, 2025~~ December 31, 2025. Rent will begin to accrue on the lease commencement date. The Effective Date of this Agreement shall be the date upon which the last of the Parties duly executes it, below. The Effective Date shall not be construed as the lease commencement date described above, but shall represent the date upon which other contractual rights of the Parties commences (e.g. Lessee's right to finish out, as described in Section 5.1, below).

(a) *Renewal Option.* By written notice to Lessor provided on or before September 30, 2023, Lessee may request renewal of this lease for an additional term of up to five (5) years on terms mutually agreed upon. If the parties are unable to negotiate an extension of this lease on terms mutually agreed upon within ninety (90) days after Lessor's receipt of Lessee's request, or if Lessee does not request an extension of the lease term under this subsection, then this lease shall automatically terminate on ~~September 30, 2025~~ December 31, 2025.

(b) *Termination Option.* By written notice provided to the Lessor on or before September 30, 2025, Lessee shall be permitted to submit an early termination date. The early termination date shall not occur sooner than September 30, 2025. Lessee shall pay any pro-rated Rent and Other Charges based on the date of the early termination.

3. All other terms and conditions of the Lease not amended by this Addendum shall remain the same and in full force and effect

Executed and Agreed to effective as of the date of the approval by both of the governing bodies of the parties.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

**LESSEE:**

*CITY OF SAN MARCOS*  
*A MUNICIPAL CORPORATION*

\_\_\_\_\_  
STEPHANIE REYES, CITY MANAGER  
630 East Hopkins, San Marcos, Texas 78666

\_\_\_\_\_  
Date

**LESSOR:**

*HAYS COUNTY*  
*A POLITICAL SUBDIVISION OF THE STATE OF TEXAS*

\_\_\_\_\_  
RUBEN BECERRA, COUNTY JUDGE  
111 E. San Antonio, San Marcos, Texas 78666

\_\_\_\_\_  
Date

Attest:

County Clerk



\_\_\_\_\_  
Deputy