

SECOND AMENDMENT TO
INTERLOCAL AGREEMENT FOR COMMERCIAL OFFICE LEASE

This 2nd Amendment to Interlocal Agreement for the Commercial Office Lease at 401C Broadway Street San Marcos, Texas ("Amendment") is made this 11th day of July, 2017, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and the City of San Marcos, Texas, administering the *Woman, Infants, and children* ("WIC") Program of San Marcos (hereinafter referred to as "City"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 1.4 Rentable Area of the Agreement shall be amended to reflect the approximate 'rentable area' is 2,150 square feet.

Section 2.1 Base Rent and Additional Rents of the Agreement shall be amended to reflect the following:

<u>Monthly Rent</u>	<u>Annual Rent</u>
\$965.00	\$11,580.00

Section 4.1 Term, Possession, and Anniversary of the Agreement shall be amended to reflect that the last day of the lease term will be August 31, 2018.

Section 7.1 Utilities and Services by Lessee of the Agreement shall be amended as follows:

Except where otherwise stated in this lease, Lessor agrees to maintain existing accounts in its name, pay for the associated utilities and services, and submit a monthly invoice pursuant to Section 27.1 to Lessee for reimbursement. Lessee shall reimburse Lessor for the following utilities and services within thirty (30) days of receiving an undisputed invoice:

- (a) 100% of Electric for the front building (account 001-0012718-04) and 25% of Electric for the back building (account 001-00025518-00)
- (b) 25% of Water and Wastewater
- (c) 25% of Solid Waste Disposal
- (d) Phone/fax/data lines
- (e) Natural Gas
- (f) Security system monitoring

Disputed invoices under this section shall be resolved via the agreed-upon Dispute Resolution procedures cited in Section 23.1, below.

Exhibit A of the Agreement shall be amended as attached.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 2nd Amendment to Interlocal Agreement for the Commercial Office Lease is hereby executed this the 11th day of July, 2017, as is evidenced by the authorized signatures of the Parties, below.

LESSOR

CITY OF SAN MARCOS

A MUNICIPAL CORPORATION

Printed name of company or firm (if applicable)

Charles W. Daniels

Printed name of person signing

Charles W. Daniels

Signature

City Manager

Title of person signing (if applicable)

630 East Hopkins, San Marcos, Texas 78666

Lessor Address

7-21-2017

Date signed



LESSEE

HAYS COUNTY

A POLITICAL SUBDIVISION OF THE STATE OF TEXAS

Printed name of company or firm (if applicable)

BERT COBB, M.D.

Printed name of person signing

Bert Cobb

Signature

County Judge

Title of person signing (if applicable)

111 E. San Antonio, San Marcos, Texas 78666

Lessee Address

7-11-17

Date signed

Attest:

County Clerk

Deputy

EXHIBIT A
(two pages)

Floor Plan of Lessee's Office Space
(see paragraph 1.2 of lease)

Building Name: 401C Broadway St. Approximate Usable SF: 2,150
Approximate Rentable SF: 2,150

The parties agree that the floor plan is a true and correct diagram of Lessee's office space referred to in paragraph 1.2.

(SEE THE FOLLOWING PAGE)

Exhibit A

401 C Broadway St., San Marcos TX

This drawing was prepared using dimensions and features represented in the construction drawings. Some features may have been installed slightly different during construction.

This door was installed in the center of the wall during construction

Hays County Use and Access Only = 1400 sq-ft
(Hays County will access this area, shown as shaded, via the loading area and door in the back of the warehouse)

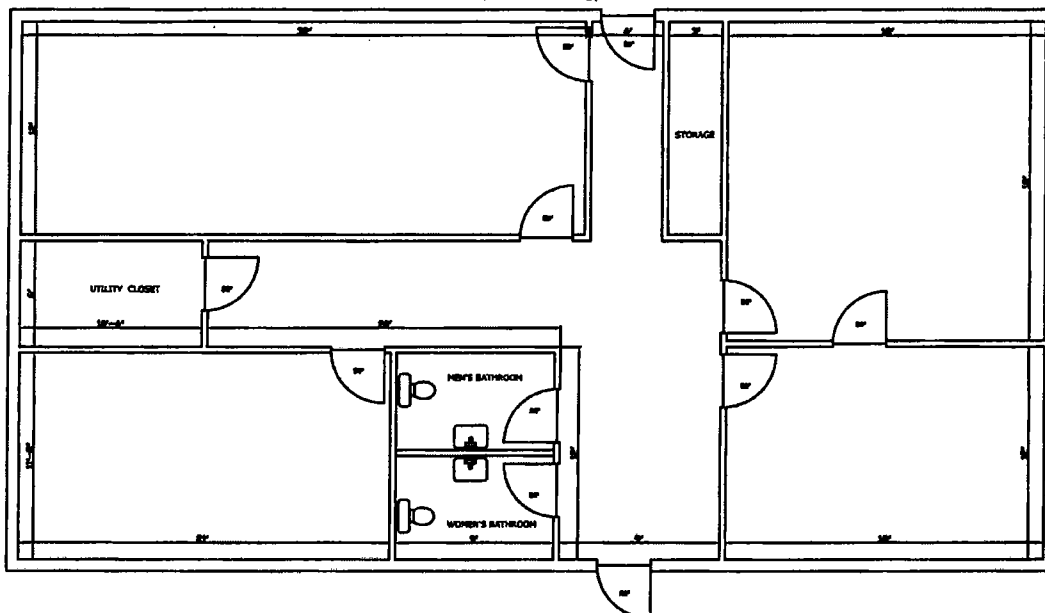
Door to be secured by Hays County

Door to be secured by Hays County

Door to be installed for WIC access to Bathroom

Approx. 525 sq-ft
(WIC use of back building)

Approx. 1625 sq-ft
(front building)



SECOND AMENDMENT TO
INTERLOCAL AGREEMENT FOR COMMERCIAL OFFICE LEASE

This 2nd Amendment to Interlocal Agreement for the Commercial Office Lease at 150 Lockhart Street, Kyle, Texas ("Amendment") is made this 11th day of July 2017, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and the City of San Marcos, Texas, administering the *Woman, Infants, and children ("WIC") Program of San Marcos* (hereinafter referred to as "City"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 1.4 Rentable Area of the Agreement shall be amended to reflect the approximate 'rentable area' is 3,390 square feet.

Section 2.1 Base Rent and Additional Rents of the Agreement shall be amended to reflect the following:

<u>Monthly Rent</u>	<u>Annual Rent</u>
\$1,600.00	\$19,200.00

Section 4.1 Term, Possession, and Anniversary of the Agreement shall be amended to reflect that the last day of the lease term will be August 31, 2018.

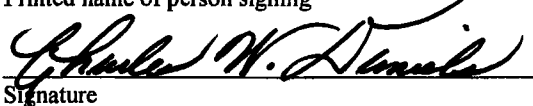
Exhibit A of the Agreement shall be amended as attached.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 2nd Amendment to Interlocal Agreement for the Commercial Office Lease is hereby executed this the 11th day of July, 2017, as is evidenced by the authorized signatures of the Parties, below.

LESSOR

CITY OF SAN MARCOS
A MUNICIPAL CORPORATION
Printed name of company or firm (if applicable)

Charles W. Daniels
Printed name of person signing

Signature

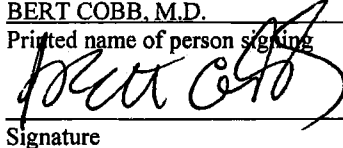
City Manager
Title of person signing (if applicable)

630 East Hopkins, San Marcos, Texas 78666
Lessor Address

7-21-2017
Date signed

LESSEE

HAYS COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
Printed name of company or firm (if applicable)

BERT COBB, M.D.
Printed name of person signing

Signature

County Judge
Title of person signing (if applicable)

111 E. San Antonio, San Marcos, Texas 78666
Lessee Address

7-11-17
Date signed

Attest:  Deputy
County Clerk



EXHIBIT A
(two pages)

Floor Plan of Lessee's Office Space
(see paragraph 1.2 of lease)

Building Name: 150 Lockhart St.

Approximate Usable SF: 3,390

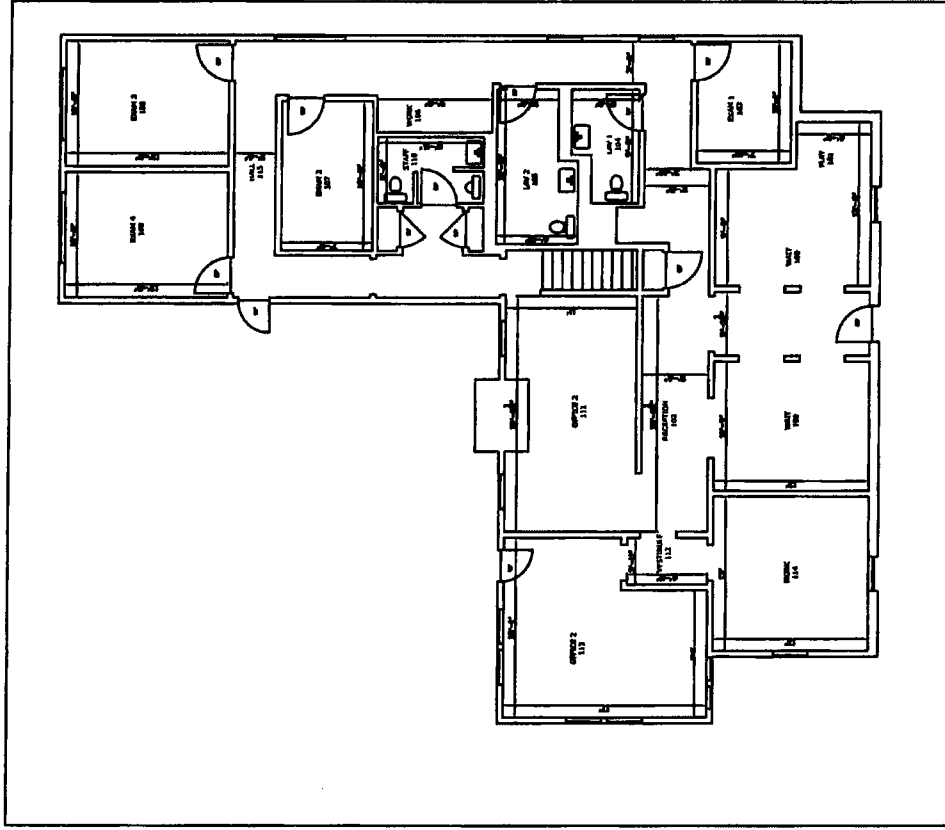
Approximate Rentable SF: 3,390

The parties agree that the floor plan is a true and correct diagram of Lessee's office space referred to in paragraph 1.2.

(SEE THE FOLLOWING PAGE)

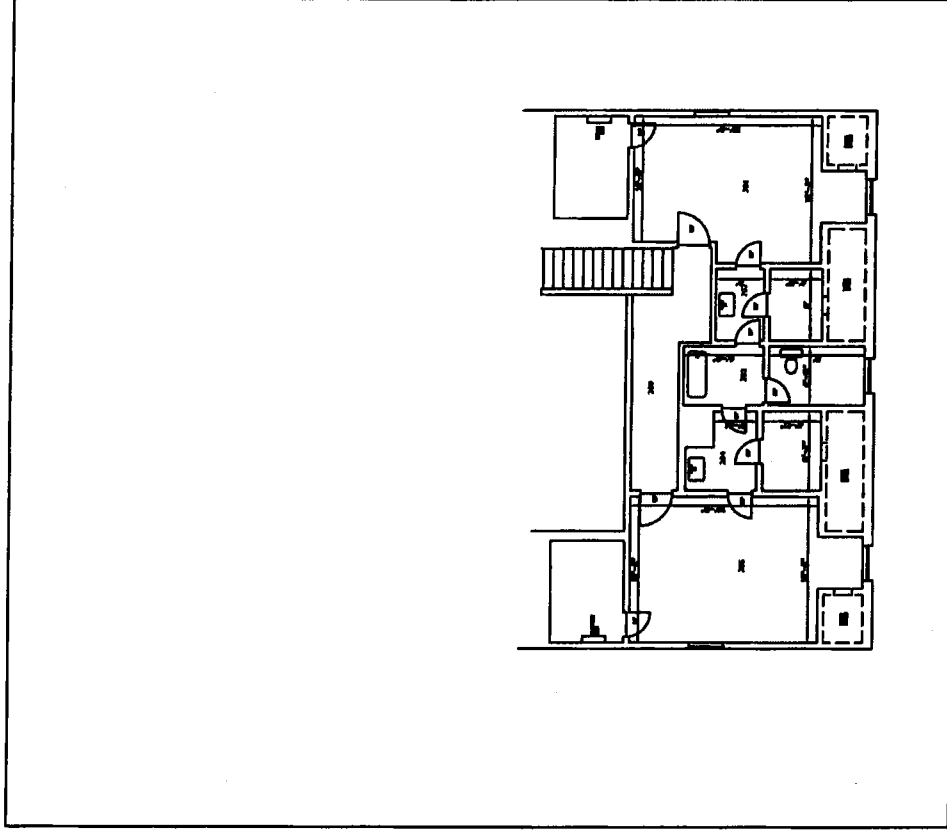
Exhibit A
Approx. 3390 sq.ft.

1st FLOOR



Approx. 2400 sq. ft.

2nd FLOOR



Approx 990 sq.ft.