

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
HARRIS COUNTY AND CYPRESS HILL MUNICIPAL UTILITY DISTRICT NO. 1**

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This First Amendment to the above referenced Agreement is made and entered into by and between Harris County ("County" or "Tenant"), a body corporate and politic under the laws of the State of Texas, and Cypress Hill Municipal Utility District No. 1 ("Landlord"). Landlord and County are referred to herein collectively as "Parties" and individually as "Party."

**RECITALS**

WHEREAS, on September 29, 2020, the Harris County Commissioners Court approved a Lease Agreement between Landlord and County to rent general office space in Landlord's 1,400 square foot building located at 14431 Cypress Rosehill Road, Cypress, Texas for the benefit of Harris County Constable Precinct 4;

WHEREAS, the Parties now wish to amend the terms of the lease to extend the term, among other things;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended and modified as follows:

**TERMS**

1. This First Amendment shall be governed by the Lease, incorporated herein by reference as if set forth word for word.
2. Exhibit "A" of the original Lease is hereby deleted and the attached **Exhibit "A"** is substituted in its place for any and all purposes.
3. Section 2) TERM of the original Lease is hereby amended to add the following paragraph:

The Parties agree that upon the execution of this First Amendment by both parties, a new Subsequent Term for this Lease shall begin on September 1, 2025 and end on August 31, 2026 unless sooner ended in accordance with the provisions of this Lease and its Amendment(s). Landlord is currently in the process of developing a new facility that is anticipated to have 2,100 square feet of useable space for Tenant available sometime in the middle of the 2026 year. Should this space become available prior to the end this Subsequent Term, Tenant and Landlord agree to use good faith efforts to negotiate a lease or amendment with new terms in accordance with then existing laws. The Parties further agree that, in the event the anticipated facility is not open prior to August 31,

2026, Tenant shall have the right to extend this lease for up to four, 6-month periods after August 31, 2026.

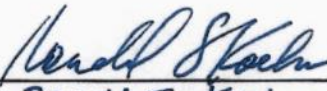
4. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Lease, this First Amendment shall control.

5. This First Amendment may be executed in multiple counterparts, each of which will constitute an original, which together will constitute one and the same instrument. This First Amendment may be executed or delivered by electronic means, and copies of executed signature pages will be binding as originals.

*[Remainder left blank; signature page(s) to follow]*

**LANDLORD:**

**CYPRESS HILL MUNICIPAL UTILITY DISTRICT NO. 1**

By:   
Name: Ronald S. Koehn  
Title: President  
Date: 7/18/2025

**TENANT:**

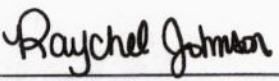
**HARRIS COUNTY, a body corporate and  
politic under the laws of the State of Texas**

By: \_\_\_\_\_  
Lina Hidalgo, County Judge

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

**APPROVED AS TO FORM:**

Christian D. Menefee  
County Attorney

By:   
Raychel Johnson  
Senior Assistant County Attorney  
CAO File No.: 25RPD0121



**EXHIBIT A****SEWAGE TREATMENT PLANT SITE**

**METES AND BOUNDS DESCRIPTION  
OF A 4.797 ACRE TRACT OF LAND  
OUT OF THE W. HOWTH SURVEY, ABSTRACT 973  
HARRIS COUNTY, TEXAS**

175-42-1649

COMMENCING at a 5/8-inch iron rod set at the intersection of the West Margin of Cypress Rosehill Road (60 foot right-of-way) with the North Margin of U.S. Highway 290;

THENCE North 29°16'04" East with said West Margin, 78.63 feet to a found 5/8-inch iron rod in concrete for corner;

THENCE North 02°00'34" East continuing with said West Margin, 75.11 feet to a found 5/8-inch iron rod for corner;

THENCE North 01°05'50" East continuing with said West Margin, 1541.53 feet to a point for corner;

THENCE North 79°49'56" West, 303.80 feet to a point for corner and being the PLACE OF BEGINNING for the tract herein described;

THENCE continuing North 79°49'56" West, 120.00 feet to a point for corner;

THENCE North 28°36'49" West, 624.29 feet to a point for corner;

THENCE North 64°23'43" East, 400.00 feet to a point for corner at the beginning of a curve to the right;

THENCE along the arc of a curve to the right, having a chord of North 75°58'39" East, 355.37 feet, a radius of 885.00 feet, a central angle of 23°09'52", a distance of 357.80 feet to a point for corner in the West Margin of Cypress Rosehill Road (60 foot right-of-way);

THENCE South 02°26'25" East with said West Margin, 60.00 feet to a point for corner;

THENCE along the arc of a curve to the left, having a chord of South 76°53'52" West, 305.27 feet, a radius of 825.00 feet, a central angle of 21°19'26", a distance of 307.04 feet to a point for corner;

THENCE South 02°26'25" East, 289.54 feet to a point for corner at the beginning of a curve to the right;

THENCE along the arc of a curve to the right, having a chord of South 00°28'40" East, 68.30 feet, a radius of 1102.50 feet, a central angle of 03°33'01", a distance of 68.32 feet to a point for corner;

THENCE South 01°05'50" West, 341.54 feet to the PLACE OF BEGINNING, containing 4.797 acres of land, more or less.

**DANNENBAUM ENGINEERING CORPORATION  
Consulting Engineers**

January 27, 1981  
749-1

Reference  
Drawing #011265

RECEIVED  
JAN 28 1981  
HARRIS COUNTY CLERK  
JAN 28 1981  
HARRIS COUNTY CLERK

## ORDER OF COMMISSIONERS COURT

Authorizing execution of a Lease Agreement between  
Harris County and Cypress Hill Municipal Utility District No. 1

The Commissioners Court of Harris County, Texas convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2025, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

### ORDER AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN HARRIS COUNTY AND CYPRESS HILL MUNICIPAL UTILITY DISTRICT NO. 1

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	___	___	___
Comm. Ellis	___	___	___
Comm. Garcia	___	___	___
Comm. Ramsey	___	___	___
Comm. Briones	___	___	___

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED** that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, a Lease Agreement between Harris County and Cypress Hill Municipal Utility District No. 1. The Lease Agreement is incorporated here as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.