

**SECOND AMENDMENT TO LEASE AGREEMENT  
BETWEEN HARRIS COUNTY AND CYPRESSWOOD UTILITY DISTRICT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This Second Amendment to Lease Agreement ("Second Amendment") is made and entered into by and between **Harris County**, a body corporate a politic under the laws of the State of Texas ("Tenant" or "County"), and **Cypresswood Utility District, a conservation and reclamation district and political subdivision of the State of Texas** ("Landlord"). Landlord and Tenant are referred to individually as "Party" and collectively as "Parties" herein.

**RECITALS:**

WHEREAS, on October 23, 2012, the Commissioner's Court of Harris County approved the execution of a Lease Agreement ("Original Lease") between Landlord and Tenant to lease the premises in the building located at **18200 Mantana Drive, Houston, Harris County, Texas 77388** (the "Building") for the benefit of the Harris County Sheriff's Office.

WHEREAS, on September 26, 2017, the Commissioner's Court approved that certain First Amendment to the Lease Agreement ("First Amendment"). The Original Agreement and First Amendment are collectively referred to herein as the "Lease".

WHEREAS, Landlord and Tenant now desire to amend the Lease in certain respects and for the purposes of extending the term of the Lease.

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 Second Amendment shall be governed by the Lease incorporated herein by reference as if set out word for word.
2. Article I of the Lease is hereby amended to extend the term of the Lease for a term of up to five (5) years. This second renewal term shall begin **October 1, 2022**, and end **September 30, 2023**. At Tenant's option, this Lease may be extended for four (4) additional terms of one (1) year.
3. **Limit of Appropriation.** Landlord understands and agrees, said understanding and agreement also being of the absolute essence of this Second Amendment, that the total maximum

compensation that Landlord may become entitled to under this Second Amendment, and the total maximum sum that the Tenant shall become liable to pay to Landlord under this Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Six- Thousand and No/100 Dollars (\$6,000.00) in any single fiscal year. Notwithstanding anything to the contrary, or that may be construed to the contrary, the Tenant's liability under the terms and provisions of this Second Amendment is limited to said sum; and when all the funds so certified are expended, Landlord's sole and exclusive remedy shall be to terminate this Second Amendment.

4. All other terms and conditions of the Lease remain in full force and effect as originally written. It is expressly understood and agreed that the Lease is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Second Amendment, or any portion thereof, and the terms and provisions of any other part of the Lease, this Second Amendment shall control.
5. **Execution; Multiple Counterparts.** This Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Amendment.

*[Signature page to follow]*

IN WITNESS WHEREOF, executed by each Party as of the date as set forth below.

**LANDLORD:**

**CYPRESSWOOD UTILITY DISTRICT**

By: Kerth Schwane

Name: Pres. Kerth Schwane

Title: President

Date: 8/22/22

**TENANT OR COUNTY:**

**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

Harris County Attorney

By: Justina Daniel-Wariya

Justina Daniel-Wariya  
Assistant County Attorney  
22RPD0168

## ORDER OF COMMISSIONERS COURT

### Authorizing execution of a Second Amendment to Lease Agreement

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 \_\_\_\_\_, 2022, with all members present except\_\_\_\_\_.

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

### ORDER AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN HARRIS COUNTY AND CYPRESSWOOD UTILITY DISTRICT

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:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 adopted follows:

### RECITALS

WHEREAS Cypresswood Utility District is the owner of the real property located at **18200 Mantana Drive, Houston, Harris County, Texas 77388**; and

WHEREAS, on October 23, 2012, Cypresswood Utility District and Harris County executed a Lease Agreement for the above-described property, and a First Amendment of Lease Agreement on September 26, 2017; and

WHEREAS, Harris County now desires to extend the term of the lease for an additional term of one (1) year beginning on October 1, 2022, for the continued use and occupancy of the above-described property by the Harris County Sheriff's Office.

### IT IS ORDERED that:

1. The recitals set forth in this Order are true and correct.
2. County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, a Second Amendment to the Lease Agreement between Harris County and Cypresswood Utility District, in an amount not to exceed Six-Thousand and No/100 Dollars (\$6,000.00) for the Harris County Sheriff's Office to continue to occupy the building located at 18200 Mantana Drive, Houston, Harris County, Texas 77388. The Second Amendment is incorporated herein as though fully set forth word for word.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.