

HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

March 18, 2021

Honorable County Judge
& Commissioners

SUBJECT: Lease Agreement – Harris County Constable Precinct 5

Recommendation that the court approve, and the County Judge execute, a second amendment to a lease agreement with MLCSV 15, LLC, for lease space at 1801 S. Dairy Ashford Rd., Suite 106, Houston, TX, for the benefit of the Harris County Constable Precinct 5. The second amendment shall renew automatically each month. The rental amount is \$0.00 per year. There is a 60-day termination clause. Precinct 3.

Sincerely,

Loyd Smith for

John R. Blount, P.E.
County Engineer

Attachment

Distribution:

Commissioner Tom S. Ramsey, P.E.
Lynn Blue

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
MLCSV 15, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Second Amendment to the above referenced Agreement is made and entered into by and between Harris County (“Tenant”), a body corporate and politic under the laws of the state of Texas, and MLCSV 15, LLC (“Landlord”) Landlord and Tenant are referred to herein collectively as “Parties” and individually as “Party.”

Recitals

On December 1, 2015, Tenant and Landlord entered into a lease (“Master Agreement”) for the County to occupy 1801 S. Dairy Ashford, Suite 106 (“Premises”).

On April 28, 2020, the Parties amended the Master Agreement for the first time (“First Amendment”) for the purpose of extending the term of the Master Agreement.

The Parties desire to amend the Master Agreement for the second time (“Second Amendment”) for the purpose of extending the term of the Master Agreement.

Terms

I.

This Second Amendment shall be governed by the Master Agreement and First Amendment which are incorporated herein by reference as if set forth word for word.

II.

The Master Agreement is hereby amended to modify the term which shall be automatically renewed each month until either Party terminates in accordance with the terms of the Master Agreement. The Master Agreement may be terminated with sixty (60) days prior written notice by either party.

III.

In accordance with Article II of the Master Agreement, Tenant shall pay yearly rent in the amount of Zero Dollars and No/Dollars (\$0.00). Landlord understands and agrees, said understanding and agreement also being of the absolute essence of this Lease, that the total maximum compensation that Landlord may become entitled to hereunder and the total maximum sum that County shall

become liable to pay to Landlord under the terms and provisions of this Lease, and all amendments and supplements thereto, shall not under any conditions, circumstances, or interpretations thereof exceed Zero Dollars and No Cents (\$0.00).

IV.

All other terms of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

VII.

It is expressly understood and agreed that the Master Agreement and First Amendment are 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 or portion of the Master Agreement or First Amendment, this Second Amendment shall control.

VIII.

Execution, Multiple Counterparts: This Second 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 Second Amendment.

DocuSigned by:
MLCSV 15 LLC
By: David Z. Mafrige
Name: David Z. Mafrige
Title: Managing Partner
Date: 3/18/2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Christy Gilbert
Christy Gilbert
Assistant County Attorney
C.A. File 21GEN0740

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Amendment

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 _____, 2021 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE LEASE
AGREEMENT WITH
MLCSV 15, LLC**

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. 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 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, an amendment to the Lease Agreement between Harris County and MLCVS 15, LLC, for Constable Precint 5 to lease Suite 106 located at 1801 S. Dairy Ashford in Harris County, Texas at a cost to the County of \$0.00. The Amendment is incorporated herein 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.

1801 S DAIRY ASHFORD RD, H...

I want to...

Details

address

1801 S DAIRY ASHFORD RD, HOUSTON, TX,
77077

score

100

