



Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012

Prepared By: John Carr **Phone #:** 854-4772

Director/Manager: Roger A. El Khoury, M.S., P.E., Director, FMD

A handwritten signature in black ink, appearing to read "Roger El Khoury", written over the printed name of the Director/Manager.

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on Seventh Amendment to the lease agreement with Daffer McDaniel L.L.P., at the 700 Lavaca Street building.

BACKGROUND/SUMMARY OF REQUEST:

Travis Realty Corporation and Daffer McDaniel L.L.P. (Tenant) entered into a lease agreement dated March 1, 2002 and amended by the First Amendment dated January 1, 2003, the Second Amendment dated February 8, 2005, the Third Amendment dated May 26, 2005, the Fourth Amendment dated May 19, 2006, the Fifth Amendment dated October 2, 2007 and the Sixth Amendment dated September 30, 2008, whereby the Tenant leased 8,012 square feet at the 7th floor of the 700 Lavaca Street building. This lease will expire on February 29, 2012. The Tenant would like to extend the expiration of their lease one month to March 31, 2012.

The Tenant is also requesting approval for one additional unreserved parking space for the remainder of the lease. Tenant is currently authorized 15 unreserved spaces in the parking garage. The Tenant is requesting this one month extension at the same rental rate, which is \$15.25 per rentable square foot of space.

The Core Team has reviewed the request and indicated no objections to the one month extension.

STAFF RECOMMENDATIONS:

Facilities Management Department (FMD) recommends approval of the Seventh Amendment to the lease between Travis County and Daffer McDaniel L.L.P.

ISSUES AND OPPORTUNITIES:

Facilities Management Department collaborated with John Hille of the County Attorney’s office on the development of this lease amendment. The Tenant is in agreement and has signed the amendment. Approval of this amendment will result in an additional \$10,181.92 in rent plus \$7,652.19 in operating expenses. Also, the addition of the 16th unreserved parking spot would generate a \$300 increase in our parking revenue.

FISCAL IMPACT AND SOURCE OF FUNDING:

FY 12 impact is \$18,134.11 in revenue.

ATTACHMENTS/EXHIBITS:

Seventh Amendment to Lease Agreement

REQUIRED AUTHORIZATIONS:

Steve Manilla	County Executive	TNR	854-9429
John Hille	Assistant County Attorney	County Attorney	854-9415

CC:

Amy Draper	Financial Manager	FMD	854-9040

**SEVENTH AMENDMENT TO LEASE AGREEMENT
BETWEEN
TRAVIS COUNTY
AND DAFFER McDANIEL L.L.P.**

AGREEMENT (this "Seventh Amendment") made effective the 24th of January, 2012 between TRAVIS COUNTY, a political subdivision of the State of Texas, ("Landlord") and DAFFER McDANIEL L.L.P., a limited liability partnership ("Tenant").

Preliminary Statement

- A. Travis Realty Corp. and Daffer McDaniel L.L.P. ("Tenant") entered into that certain Lease Agreement dated March 1, 2002 and amended by the First Amendment dated January 1, 2003, the Second Amendment dated February 8, 2005, the Third Amendment dated May 26, 2005, and the Fourth Amendment dated May 19, 2006, whereas further leasing to Tenant approximately 8,012 square feet in Suite 720 and 4,287 square feet in Suite 602, as defined by the Lease ("Premises"), in that certain building locally known as The Chase Building, located at 700 Lavaca, Austin, Texas ("Building"), the Fifth Amendment, dated October 2, 2007, and the Sixth Amendment on September 30, 2008; the Lease Agreement and all the Amendments known as the "Lease".
- B. Travis County ("Landlord") purchased the Building, subject to the Lease; and
- C. Landlord and Tenant desire to provide for the renewal of space to the Premises, to include such renewal and to otherwise modify the Lease, all as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the Premises and the mutual undertakings of the parties, it is agreed as follows:

- 1. Renewal Term: Tenant hereby extends the Lease for the 8,012 square feet in Suite 720 for an additional one (1) month. Such extended term shall commence March 1, 2012 and expire on March 31, 2012.
- 2. Parking: For the extended term, the Tenant shall have the right to use one (1) additional unreserved parking space in the parking garage located adjacent to the Building in such spaces as Landlord may designate.
- 3. Tenant represents and warrants that it has had no dealings or negotiations with any broker or agent in connection with the consummation of this Seventh Amendment. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any loss, cost or liability "including without limitation attorney's fees, disbursements and court costs", for any compensation, commissions or fees claimed by any broker or agent with respect to this Fifth Amendment or the negotiation thereof, if such claim or claims by any such

broker or agent are based in whole or in part on dealings with Tenant or its representatives.

4. Except as expressly amended hereby, the Lease and all of the terms, covenants and conditions of the Lease are hereby confirmed and shall remain and continue in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Seventh Amendment as of the day and year first above written,

Travis County

By: _____

Samuel T. Biscoe
Travis County Judge

Daffer McDaniel L.L.P.
a limited liability partnership

By: _____

Name: _____

Title: _____