

Item 16



Travis County Commissioners Court Agenda Request

Meeting Date: April 23, 2013

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leslie Browder, Planning and Budget, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

A handwritten signature in black ink, appearing to read "Roger El Khoury", with a stylized initial "JB" below it.

AGENDA LANGUAGE:

Consider and take appropriate action regarding request from Lippincott Phelan Veidt, P.L.L.C. to extend their lease for up to one month at the 700 Lavaca Street Building.

BACKGROUND/SUMMARY OF REQUEST:

Lippincott Phelan Veidt, P.L.L.C. (Tenant) has requested to extend their current lease agreement by up to one month. Extended term would commence May 1, 2013 and expire no later than May 31, 2013. Tenant occupies 4,528 square feet of rentable space at Suite 1030 of the 700 Lavaca Building plus two storage units in the lower level.

Per the proposed Second Amendment to the lease which is at Attachment One, Tenant agrees to pay on a pro-rated basis for each day the Tenant remains in the Premises, a daily value based on the Fixed Minimum Rent and Expense Share, Parking Space Expense as described in Amendment One, and the Storage Rent as stated in the Storage Leases. The daily charge would be \$409.60. John Hille with the County Attorney's office prepared the Second Amendment. The Tenant approves of the Second Amendment as prepared.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the Second Amendment to the Lease Agreement between Travis County and Lippincott Phelan Veidt, P.L.L.C.

ISSUES AND OPPORTUNITIES:

With approval by the Commissioners Court of this request, Sentinel Lavaca Management will coordinate with the Tenant on the exact amounts owed, based on the actual number of days the Tenant remains.

FISCAL IMPACT AND SOURCE OF FUNDING:

Revenue will flow into the 700 Lavaca account.

ATTACHMENTS/EXHIBITS:

1. Second Amendment to Lease Agreement

REQUIRED AUTHORIZATIONS:

John Hille, Assistant County Attorney, 854-9415

**SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN
TRAVIS COUNTY
AND LIPPINCOTT PHELAN VEIDT, P.L.L.C.**

AGREEMENT (this "Second Amendment") made effective on this day of April, 2013 between TRAVIS COUNTY, a political subdivision of the State of Texas, ("Landlord") and LIPPINCOTT PHELAN VEIDT, P.L.L.C. (formerly known as Cary & Lippincott PLLC), a professional corporation ("Tenant").

Preliminary Statement

- A. Tenant entered into that certain lease agreement dated February 15, 2007, as amended by the First Amendment to Lease Agreement dated April 28, 2008 for approximately 4,528 square feet of Rentable Area ("Premises") at 700 Lavaca (formerly the Chase Building), 700 Lavaca St., Suite 1030, Austin, Texas 78701; the Lease Agreement and all the Amendments known as the "Lease"; and
- B. Tenant, additionally, entered into Storage Leases for Unit #9 and #10 in the Lower Level of the 700 Lavaca Building (the "Storage Lease"); and
- C. Travis County ("Landlord") purchased the Building, subject to the Leases; and
- D. Landlord and Tenant desire to amend the Leases to set forth the terms and conditions regarding a short extension of the Terms.

AGREEMENT

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

- 1. Landlord and Tenant hereby extend the Leases for a time period of up to (1) month. Such extended term shall commence May 1, 2013 and will expire no later than May 31, 2013. Tenant may terminate the Leases by providing Landlord with written notice, stating the exact day of Tenant's intent to vacate the Lease premises.
- 2. **Fixed Minimum Rent:** As part of the consideration for the execution of this Second Amendment, Tenant agrees to pay on a pro-rated basis, for each day Tenant remains in the Premises, a daily value based on the Fixed Minimum Rent and Expense Share, Parking Space Expense and as described in Amendment One, and the Storage Rent as stated in the Storage Leases. Tenant will coordinate with the property management company, Sentinel, for the estimated amount Tenant will pay in advance.

3. The security deposit will remain unchanged, and may be utilized for any shortage in payments described in Paragraph 2 above.
4. All capitalized terms not defined herein shall have the same meaning assigned to them in the Leases.
5. Except as expressly amended hereby, the Leases and all of the terms, covenants and conditions of the Leases are hereby affirmed and shall remain and continue in full force and effect.
6. This Second Amendment of the Lease may not be modified or terminated orally and constitutes the entire Contract between the parties with respect to the subject matter hereof.
7. As a material inducement for Landlord to enter into this Second Amendment, Tenant acknowledges that, as of the effective date of this Second Amendment, Landlord has fully performed its obligations under the Lease and Tenant has no claims against Landlord by virtue of any matter whatsoever arising out of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the _____ day of April, 2013.

Travis County

By: _____

Samuel T. Biscoe
Travis County Judge

Lippincott Phelan Veidt, P.L.L.C.,
a professional limited liability
corporation

By: _____

Name: _____

Title: _____