

RESOLUTION R2022-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TX, APPROVING AN AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND DANFORTH HOLDINGS, LTD., A TEXAS LIMITED PARTNERSHIP FOR THE PROPERTY KNOWN AS BURNET CITY HALL LOCATED AT 1001 BUCHANAN DRIVE, BURNET, TX.

Whereas, the City of Burnet (tenant) and Danforth Holdings, Ltd. (landlord) entered into a Commercial Lease Agreement effective June 1, 2019 (the "Agreement"), in which Landlord agreed to offer, and Tenant agreed to accept, a lease of premises located at 1001 Buchanan Drive, Suites 4, 5 and 6 Burnet, Burnet County, Texas, said premises being more particularly described in the Agreement; and

Whereas, the Tenant and Landlord desire to amend the Agreement as set forth; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS:

Section 1. Findings. Amendments to the existing Lease agreement:

(a) Section 1. Entitled Term is hereby amended by replacing the existing language with the language as follows: The term of this Lease shall be for a period of twenty-four (24) months, commencing on the 1st day of July 2022 ("Commencement Date") and ending on the 30th day of June, 2024 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30th day of June 2023; provided Tenant gives Landlord six months prior written notice of such termination.

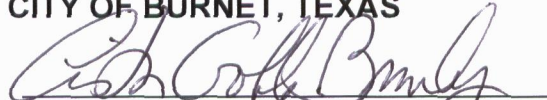
(b) Section 2. entitled "RENT" is hereby amended by replacing the existing language with the language as follows: RENT. Tenant shall pay to Landlord as monthly rent ("Monthly Rent"), without deduction, setoff, prior notice or demand, in the amount of \$4,333.25/per month for the first twelve months of the lease and \$4,419.92 for months thirteen through twenty-four of the lease. Monthly Rent payments shall be made payable to Landlord and sent in care of Donald Danforth, president of Danforth Holdings, Inc. at 720 Bell Springs Rd., Dripping Springs, Texas 78620 or at such other address as Landlord may hereafter designate in writing.

Section 2. Effective. This First Amendment is binding upon and shall inure to the benefit of the parties and their prospective successors and assigns.


Section 2. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

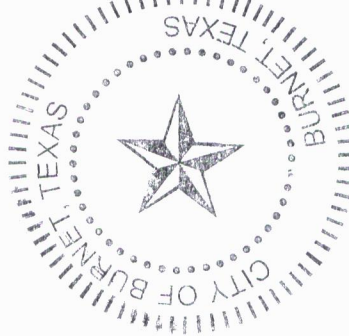
PASSED AND APPROVED this the 12th day of April, 2022.

CITY OF BURNET, TEXAS


Crista Goble Bromley, Mayor

ATTEST:


Kelly Dix, City Secretary



FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this "*Amendment*") is entered into by and between **City of Burnet** a Texas home rule municipality ("Tenant") and Danforth Holdings, Ltd., a Texas limited partnership ("Landlord").

RECITALS

Whereas, Tenant and Landlord entered into that certain Commercial Lease Agreement effective June 1, 2019 (the "*Agreement*"), in which Landlord agreed to offer, and Tenant agreed to accept, a lease of premises located at 1001 Buchanan Drive, Suites 4, 5 and 6 Burnet, Burnet County, Texas, said premises being more particularly described in the Agreement; and

Whereas, Tenant and Landlord desire to amend the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Tenant and Landlord acknowledge, and the mutual benefits to be derived by the Parties from this Amendment, Tenant and Landlord agree as follows:

- (I) **Amendments.** The amendments to the Agreement are as follows:
- (a) Section 1., entitled "TERM" is hereby amended by replacing the existing language with the language in italics (*italics*) below:
- The term of this Lease shall be for a period of twenty-four (24) months, commencing on the 1st day of July 2022 ("Commencement Date") and ending on the 30th day of June, 2024 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30th day of June 2023; provided Tenant gives Landlord six months prior written notice of such termination.*
- (b) Section 2., entitled "RENT" is hereby amended by replacing the existing language with the language in italics (*italics*) below:

RENT. Tenant shall pay to Landlord as monthly rent ("Monthly Rent"), without deduction, setoff, prior notice or demand, in the amount of \$4,333.25/per month for the first twelve months of the lease and \$4,419.92 for months thirteen through twenty-four of the lease. Monthly Rent payments shall be made payable to Landlord and sent in care of Donald Danforth, president of Danforth Holdings, Inc. at 720 Bell Springs Rd., Dripping Springs, Texas 78620 or at such other address as Landlord may hereafter designate in writing.

- (II) **Binding.** This First Amendment is binding upon and shall inure to the benefit of the parties and their prospective successors and assigns.
- (III) **Counterparts.** This First Amendment may be executed and delivered in one or more counterparts. Transmission of this First Amendment by telecopy shall be deemed transmission of the original First Amendment for all purposes.
- (IV) **Full Force and Effect.** In all other respects, the Agreement shall continue in full force and effect, unmodified except to the extent provided herein, and Seller and Buyer hereby Ratify and Affirm the same.


The remainder of this page intentionally blank and signature page to follow.

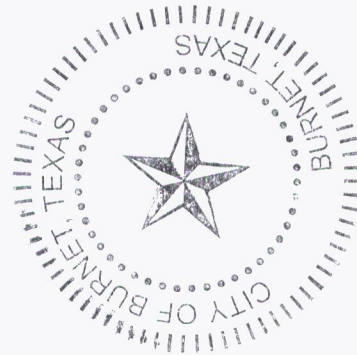
This First Amendment to be effective as of April 12, 2022.

TENANT
City of Burnet

By: 
Crista Goble Bromley, Mayor

Attest:

By: 
Kelly Dix, City Secretary



LANDLORD
Danforth Holdings, Ltd.

By: DANFORTH HOLDINGS, GP, LLC,
a Texas limited liability company, general partner.

By: _____
Donald Danforth, President