

## RESOLUTION R2023-83

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TX, APPROVING A SECOND 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,** Tenant and Landlord entered into that certain First Amendment to Commercial Lease Agreement effective April 12, 2022 (the R2022-33 "First Amendment"), in which Landlord agreed to offer, and Tenant agreed to accept, an extension of the lease term; 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 1<sup>st</sup> day of July 2024 ("Commencement Date") and ending on the 30<sup>th</sup> day of June, 2026 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30<sup>th</sup> day of June 2025; 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 \$4,552.52/per month for the first twelve months of the Lease and \$4,689.09 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 Second 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*.

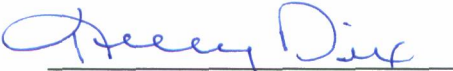
**PASSED AND APPROVED** this the 12<sup>th</sup> day of December, 2023.

**CITY OF BURNET, TEXAS**



Gary Wideman, Mayor

**ATTEST:**

  
Kelly Dix, City Secretary

## SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS SECOND 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 entered into that certain First Amendment to Commercial Lease Agreement effective April 12, 2022 (the "*First Amendment*"), in which Landlord agreed to offer, and Tenant agreed to accept, an extension of the lease term; 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 1<sup>st</sup> day of July 2024 ("Commencement Date") and ending on the 30<sup>th</sup> day of June, 2026 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30<sup>th</sup> day of June 2025; 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 \$4,642.21/per month for the first twelve months of the Lease (July 2024-June 2025) and \$4,781.48 for months thirteen through twenty-four (July 2025-June 2026) 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 Second Amendment is binding upon and shall inure to the benefit of the parties and their prospective successors and assigns.**
- (III) Counterparts. This Second Amendment may be executed and delivered in one or more counterparts. Transmission of this Second Amendment by telecopy shall be deemed transmission of the original Second 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 Second Amendment to be effective as of December 12, 2023.

TENANT  
City of Burnet

By:   
Gary Wideman, 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