

## FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This First Amendment to Commercial Lease Agreement (“First Amendment”) is made and entered into effective as of September 1, 2021 by and between **RICHARDSON FAMILY LIVING TRUST**, a Texas living trust (“Landlord”) and **CITY OF MCKINNEY**, a Texas municipal corporation (“Tenant”).

WHEREAS, on or about July 21, 2016, Landlord and Tenant entered into that certain Commercial Lease Agreement (the “Lease”) for the demised premises described therein as Lots 102a and 103a, Block 15, of the McKinney Original Donation, and more commonly referred to as 201/203 West Louisiana Street, McKinney, Texas 75069 (the “Property”), containing approximately 4,000 square feet hereinafter called the “Leased Premises”; and

WHEREAS, Landlord and Tenant desire to extend the Term and amend the Lease as set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- 1. TERM OF LEASE.** Pursuant to Section 2, “Term of Lease”, Tenant hereby exercises its right to extend the Term of the Lease for forty-eight (48) months (Renewal Term) beginning September 1, 2021 through August 31, 2025. Landlord acknowledges that rent is paid current through September 30, 2021.
- 2. RENT.** The Basic Rent provision of Section 3 of the Lease shall be amended to add subsections (e), (f), (g), and (h) as follows:
  - “(e) **Year 6:** The Basic Rent for the Leased Premises shall be \$8,700 per month beginning October 1, 2021 through August 31, 2022.
  - (f) **Year 7:** The Basic Rent for the Leased Premises shall be \$8,900 per month from September 1, 2022 through August 31, 2023.
  - (g) **Year 8:** The Basic Rent for the Leased Premises shall be \$9,100 per month from September 1, 2023 through August 31, 2024.
  - (h) **Year 9:** The Basic Rent for the Leased Premises shall be \$9,300 per month from September 1, 2024 through August 31, 2025.”
- 3.** Prior to the Lease Expiration, the Landlord has the right but not the obligation to require Tenant, at Tenant expense, to remove all alterations made by Tenant during the Lease renewal term.
- 4.** Terms of renewal shall be automatic unless 60 days prior written notice is given by Tenant to Landlord prior to the expiration date of the then current Term. The rent

for automatic renewal shall escalate at the rate of 3% per year, effective September 1st each year

5. Those terms of the Lease not modified by this First Amendment remain in full force and effect for the remainder of the Term.

LANDLORD:  
RICHARDSON FAMILY LIVING TRUST

TENANT:  
CITY OF MCKINNEY, TEXAS

DocuSigned by:

*Linda Richardson*

9/24/2021

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LINDA M. RICHARDSON

Trustee

Richardson Family Living Trust

2607 Bunker Hill

McKinney, Texas 75070

Phone: \_\_\_\_\_

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PAUL G. GRIMES

City Manager

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**ATTEST:**

\_\_\_\_\_  
EMPRESS DRANE

City Secretary

JOSHUA STEVENSON

Deputy City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARK S. HOUSER

City Attorney

