



**LUBBOCK METROPOLITAN PLANNING ORGANIZATION  
COUNTY OF LUBBOCK**

**FOURTH LEASE EXTENSION RENEWAL AGREEMENT**

THIS FOURTH LEASE EXTENSION RENEWAL AGREEMENT is made and entered into on this date, September \_\_\_\_\_, 2021, by and between COUNTY OF LUBBOCK, TEXAS (hereinafter referred to as Lessor), acting by and through its duly authorized representative Lubbock County Judge Curtis Parrish and LUBBOCK METROPOLITAN PLANNING ORGANIZATION (hereinafter referred to as Lessee), acting by and through its duly authorized representative Curtis Parrish, Chairperson, Transportation Policy Committee and Lubbock County Judge.

**RECITALS**

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated 28 August, 2017 ("Original Lease"), pursuant to which Lessee leased the premises known as Suite 531 in the 916 Main Office Building, Lubbock County; said original leased premises containing a total of 1,455 square feet of office space; and said original agreement commencing 1 October, 2017 and terminating 30 September, 2018.

WHEREAS, Lessor and Lessee entered into the First Lease Extension Renewal Agreement dated 27 August, 2018; said extension renewal increased the annual rate to \$12.36 per square foot and the total monthly rent to One Thousand Four Hundred Ninety Eight and Sixty Nine One-Hundredths Dollars (\$1,498.69); and said term commencing 1 October, 2018 and terminating 30 September, 2019.

WHEREAS, Lessor and Lessee entered into the Second Lease Extension Renewal Agreement dated 9 September, 2019; said extension renewal increased the annual rate to \$12.607 per square foot and the total monthly rent to One Thousand Five Hundred Twenty Eight and Sixty Six One-Hundredths Dollars (\$1,528.66); and said term commencing 1 October, 2019 and terminating 30 September, 2020.

WHEREAS, the Lessor and Lessee entered into the Third Lease Extension Renewal Agreement dated 24 August, 2020; said extension renewal increased the annual rate to \$12.859 per square foot and the total monthly rent to One Thousand Five Hundred Fifty Nine and Twenty Three One-Hundredths Dollars (\$1,559.23); and said term commencing 1 October, 2020 and terminating 30 September, 2021.

WHEREAS, Lessor and Lessee entered into the First Amendment of the Original Lease, dated 26 April, 2021, pursuant to which the lease was amended. Said amendment surrendered to Lessor 1,455 square feet of space in Suite 531 and said amendment delivered to Lessee 2,206 square feet of space in Suite 1210, thereby increasing the total square footage by 751 square feet. Said amendment increased the monthly rent to Two Thousand Three Hundred Sixty Three and Ninety Two One-Hundredths Dollars (\$2,363.92) per month at the same annual rate of \$12.859 per square foot.

WHEREAS, the Lessor and Lessee hereto desire to modify the Lease to extend the Lease term by means of this Fourth Lease Extension Renewal.

1. Lessor and Lessee acknowledge the accuracy of this Recital.
2. Term of the Lease: This Extension does hereby extend the term of the Lease for an additional one (1) year period, beginning 1 October, 2021 through 30 September, 2022 ("the Termination Date"). This is the final one-year extension renewal term remaining on the current lease agreement.
3. Rent: Lessee agrees to pay Lessor a two percent (2%) annual rent increase effective for this term as stated in the Original Lease. The annual rate will increase to \$13.11622 per square foot and the total monthly rent to Two Thousand Four Hundred Eleven and Twenty One-Hundredths Dollars (\$2,411.20).
4. Lessor shall continue to provide off-street unassigned parking for one (1) vehicle and reserved parking for one (1) vehicle in the 916 Main Parking Garage. Lessee desires to retain one (1) additional unassigned parking space in the 916 Main Parking Garage at an additional cost of Twenty-Five Dollars (\$25.00) per month. Lessee desires to add an additional unassigned parking space in the 916 Main Garage at the same rate of Twenty-Five Dollars (\$25.00) per month, when available.
5. Lessor shall continue to provide one pair of fiber optic cable at the cost of Twenty-Five Dollars (\$25.00) per month for connection. Lessor shall also provide no more than eight telephone lines on Lessor's telephone system for local service only at a cost

of Ten Dollars and Fifty One-Hundredths (\$10.50) per line per month. These fees will be billed to Lessee annually for the term of this lease.

6. Consistent with Texas Government Code § 2271.002, Lessee verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Lessee acknowledges that Texas Government Code § 808.001 defines the term "Boycott Israel." Texas Government Code § 808.001(1) states "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
7. Lessee must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2252.153, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, Lessee verifies to Lessor that it is not on any such list.

This Extension with the Lease Agreement dated 28 August, 2017 and all prior Amendments and Extensions shall constitute the entire understanding of the parties with respect to the subject matter, and no amendment, modification or alteration of terms shall be binding unless the same be in writing, and duly executed by the parties. The renewal of extension is by mutual agreement between Lessee and Lessor.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, to be effective as of 1 October, 2021.

LESSOR:

COUNTY OF LUBBOCK, TEXAS

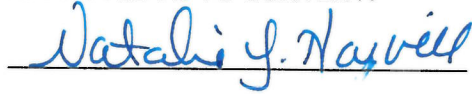
\_\_\_\_\_  
Curtis Parrish  
County Judge

LESSEE:

LUBBOCK METROPOLITAN PLANNING  
ORGANIZATION

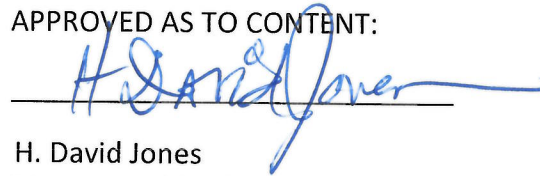
\_\_\_\_\_  
Curtis Parrish  
Chairperson

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, reading "Natalie Y. Harvill", written over a horizontal line.

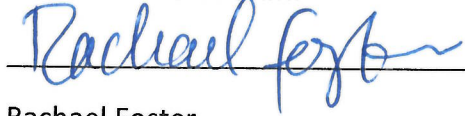
Natalie Y. Harvill, P.E., LEED PA  
Director of Facilities/Maintenance

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, reading "H. David Jones", written over a horizontal line.

H. David Jones  
Director, Lubbock Metropolitan  
Planning Organization

REVIEWED FOR FORM:

A handwritten signature in blue ink, reading "Rachael Foster", written over a horizontal line.

Rachael Foster  
Civil Division  
Criminal District Attorney's Office