

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Thursday, the 6<sup>th</sup> day of November, 2014 at 2:00 p.m., in the Basement Conference room of the Navarro County Courthouse in Corsicana, Texas. Presiding HM Davenport, Commissioners present Jason Grant, Dick Martin, David Warren, and James Olsen.

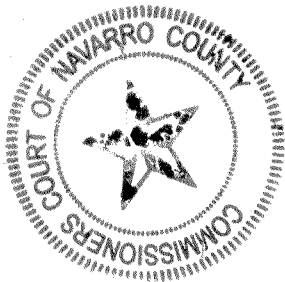
1. 2:00 P.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
Carried unanimously
2. Opening prayer by Commissioner Grant
3. Pledge of Allegiance
4. Motion to approve Fire Alarm System with A1 as vender for Annex Building I by  
Comm. Martin sec by Comm. Warren **TO WIT PG 1385-1386**  
Carried unanimously
5. Motion to approve Fire Alarm Systems for the Navarro Center with A1 by Comm.  
Olsen sec by Comm. Grant **TO WIT PG 1387-1388**  
Carried unanimously
6. Motion to accept Proposal for Modular Wall at back of County Court at Law  
Courtroom by Comm. Grant sec by Comm. Martin **TO WIT PG 1389**  
Carried unanimously
7. Motion to approve Security Fence and Gate at inmate drop off location at Navarro  
Center using anchored fence by Comm. Martin sec by Comm. Warren **TO WIT PG 1390**  
Carried unanimously
8. Motion to approve change order #16 for Navarro Center to be added to  
Repayment Agreement with Todd Routh by Comm. Olsen sec by Comm. Warren **TO WIT PG 1391**  
Carried unanimously
9. Tabled until Monday to approve proposal with Lockridge Priest for air  
conditioner system in Annex Building I server room.
10. Motion to approve of assigning a Commencement Date for Commercial lease of  
the Navarro Center with Todd Routh as of November 12, 2014 by Comm. Martin  
sec by Comm. Warren **TO WIT PG 1392-1411**  
Carried unanimously

11. Motion to adjourn by Comm. Martin sec by Comm. Warren  
Carried unanimously

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE  
FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE  
COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR NOVEMBER 6<sup>TH</sup>,  
2014.

SIGNED 6<sup>TH</sup> DAY OF NOVEMBER, 2014.

  
SHERRY DOWD, COUNTY CLERK



1385 4-

# A-1 Fire & Safety Equipment Co.

6701 Imperial  
Waco, Texas 76712  
Phone (254) 753-0337  
Fax (254) 752-0300

## PRICE QUOTATION

Quoted to: Navarro County Court House  
Corsicana, Texas

Date: 11/4/2014

Ship Date: 3 Weeks

Attn: Cody Muldner

Phone: 903-467-8800

Cell:

Fax:

Email: [CodyMuldner@gmail.com](mailto:CodyMuldner@gmail.com)

Terms: Net Completion

Quoted By: Andy Restivo

Ship via: our truck

Price valid for: 25 days

We are pleased to submit the following cost estimate:

Job Description: FM 200 Fire Suppression System

### MATERIALS

QUANTITY	DESCRIPTION	PRICE	TOTAL
	Project		
	Navarro County Court House		
	Room #122		
	Electrical / Utility Room		
	Corsicana, Texas		
1	Pre-Engineered Fire Suppression System		
	System To Protect 7' x 20' x 9' (Room #122), Electrical/Utility Room		
	Price to Include:		
	■ 1- 70 Cylinder with 45g Fm200 Gas		
	■ 1- Valve and Outlet Adapter	■ 1- Bracket	
	■ 1- Nozzle	■ 1- Electric Control Head	
	■ 1- Fire Control Panel	■ 2- Detectors	
	■ 1- Pull Station	■ 1- Abort Station	
	■ 1- Multi Tone Horn/Strobe	■ 1- Bell	
	■ 2- Batteries		
1	Piping, Conduit, Design and Labor to Install		
	Total Bid		\$10,940.00
	Exclusions:		
	1) 120 Volt Power to Panel		
	2) AC Shut Down		
	3) Painting any Exposed Pipe		
	4) Pressurization Room Test		
	5) Sealing of Room		
		Subtotal	
		Plus Applicable Tax if Required	
		Total	

Acceptance Signature: 

Thank you for letting us bid the above project for you.

Date Accepted: 11-6-14

Signed: 

# A-1 Fire & Safety Equipment Co.

6701 Imperial  
Waco, Texas 76712  
Phone (254) 753-0337  
Fax (254) 752-0300

## PRICE QUOTATION

Quoted to: Navarro County Court House  
Corsicana, Texas

Date: 11/4/2014

Ship Date: 2 Weeks

Attn: Cody Muldner  
Phone: 903-467-8800  
Cell:  
Fax:  
Email: [CodyMuldner@gmail.com](mailto:CodyMuldner@gmail.com)

Terms: Draws/ Net Completion  
Quoted By: Andy Restivo  
Ship via: Our Truck

Price valid for: 25 Days

We are pleased to submit the following cost estimate:

Job Description: FIRE ALARM SYSTEM ANNEX

### MATERIALS

QUANTITY	DESCRIPTION	PRICE	TOTAL
	<b>PROJECT:</b>		
	Navarro County Court House		
	Annex		
	Corsicana, Texas		
1	Fire Alarm System		
	92 x 100 Commissioner Court/ Tax Office Bldg		\$16,993.00
	Price includes:		
	■ 1- 5820 Panel	■ 4- Smoke Detectors	
	■ 5- Pull Stations	■ 15- Horn Strobes	
	■ 14- Strobes	■ 2- Monitor Mods	
	■ 2- Batteries		
	Price also includes: all wire, miscellaneous material, labor to install and demonstration.		
	Exclusions:		
	1) 110 VAC electrical connection to FACP to be by others		
	2) Conduit & back boxes		
	3) Duct detectors and tie-in (if required)		
	4) Lift (if required)		
	Plus applicable tax if required		
	Total		

Acceptance Signature: 

Date Accepted: 11-6-14

Thank you for letting us bid the above project for you.

Signed: 

1387 5

## PRICE QUOTATION

**Date:** 11/4/2014

**Ship Date:** 3 Weeks

**Terms:** Draws/ Net Completion  
**Quoted By:** Andy Restivo  
**Ship via:** Our Truck

**Price valid for:** 25 Days

**Job Description:** FIRE ALARM SYSTEM

QUANTITY	DESCRIPTION	PRICE	TOTAL
	<b>PROJECT:</b> <b>Navarro County</b> <b>Temporary Office</b> ✓ <b>Corsicana, Texas</b>		
1	<b>Fire Alarm System</b>		
	<b>Price includes:</b>		
	■ 5820 Panel	■ 5- Smoke Detectors	
	■ 4-Pull Stations	■ 22- Horn Strobes	
	■ 21- Strobes	■ 2- Monitor Mods	
	■ 2- Batteries		
	<b>Price also includes:</b> all wire, miscellaneous material, tie-in to tamper & waterflow devices at fire sprinkler system, labor to install and demonstration.		
	<b>Exclusions:</b>		
	1) 110 VAC electrical connection to FACP to be by others		
	2) Conduit & back boxes		
	3) Duct detectors and tie-in (if required)		
	4) Lift (if required)		
			\$18,350.00
		Plus applicable tax if required	
		Total	

Thank you for letting us bid the above project for you.

**Signed:**

\$ 35.<sup>00</sup> PER MONTH MONITORING FEE

1388

## PRICE QUOTATION

**Date:** 11/4/2014

**Attn:** Cody Muldner  
**Phone:** 903-467-8800  
**Cell:**  
**Fax:**  
**Email:** [CodyMuldner@gmail.com](mailto:CodyMuldner@gmail.com)

**Terms:** Draws/ Net Completion  
**Quoted By:** Andy Restivo  
**Ship via:** Our Truck

**Price valid for:** 25 Days

**Job Description:** FIRE ALARM MONITORING

ANNEX

[illegible]**Plus Applicable Tax if Required****Total**

W. D. Smith

Thank you for letting us bid the above project for you.

11-16-14

*[Signature]*



# Business Furnishings, Inc.

15301 Midway Rd  
Addison TX 75001  
972-245-2444 Office  
214-271-4719 Fax

1389

6-

## Proposal

DATE	PROPOSAL ...
10/31/2014	5406

NAME / ADDRESS
Navarro County 801 N Main St. Corsicana, TX 75110

				REP
				JA
ITEM	DESCRIPTION	QTY	PRICE	TOTAL
Retail	Pre-owned 36"x82" Haworth Panels	18	109.00	1,962.00
D&I	Delivery and installation	1	399.00	399.00

**Subtotal** \$2,361.00

**Sales Tax (8.25%)** \$0.00

**TOTAL** \$2,361.00

SIGNATURE

11-6-14

All New & Pre-owned furniture items listed are subject to availability. New furniture comes with manufactures warranty. Pre-owned items may require additional keys, repair, touchup & cleaning and ARE "AS IS, WHERE IS" AND NOT RETURNABLE. Unless quoted or stated, product removal, freight, delivery and installation charges, will be added to the final invoice. Storage fees will be billed if project is delayed by client and balance due to be paid in full. Client will not withhold payment on any invoice except for a specific price of an item not delivered. Buyer herein releases Business Furnishings, Inc for any negligence's or claims of any kind associated with this sale and for any damages or injuries. All sales are final and are NON REFUNDABLE.

# AMERICAN FENCE & PATIO

1390

BILLY RICHARDS  
OWNER

504 Wesley  
Corsicana, Texas 75110  
Phone: 903 872-1515  
"SINCE 1978"

\*\*\* 300,000 FEET OF EXPERIENCE \*\*\*



NAME Navarro County Cody Muldner

DATE 11-4-14

ADDRESS Navarro Mall Annex

PHONE \_\_\_\_\_

## CHAIN LINK:

GAUGE: ☐ 9

☒ 11

☐ 11½

☐ 12

HEIGHT: ☐ 4'

☐ 5'

☒ 6'

☐ 8'

## POST SPECS:

CORNER 2½" O.D. X .095 weight

LINES 2½" O.D. X .095

GATE 2½" O.D. X .095

TOP RAIL 1½" O.D. X .065

GATE FRAME 1½" O.D. X .065

☐ WITH 3 STRANDS BARBED WIRE

☐ CORNER ARMS

☐ VERTICAL BARBARS

☐ HORIZONTAL

## GATES:

☐ ROUND CORNER

☒ SQUARE CORNER

## GATE SIZE:

WALK 3' X 6'

D.D. X

## TOPRAIL:

☒ LEVEL

☒ CONTOUR

## TENSION WIRE:

☒ SMOOTH

☐ BARBED

## WOOD FENCE:

☐ SPRUCE

☐ RED CEDAR

☐ TREATED PINE

## GATES:

WALK \_\_\_\_\_

DOUBLE \_\_\_\_\_

## GATE OPENINGS:

WALK \_\_\_\_\_

DOUBLE \_\_\_\_\_

HEIGHT \_\_\_\_\_

STYLE \_\_\_\_\_

☐ PICKETS INSIDE

☐ PICKETS OUTSIDE

☐ PATIO COVER

☐ CARPORT

SPECS:

(9) 2½" post either attached or cored thru

Cement

Cored → \$1,320.00

Anchored → 957.00

(6" square plate with (4) ½" X 3" bolts per post)

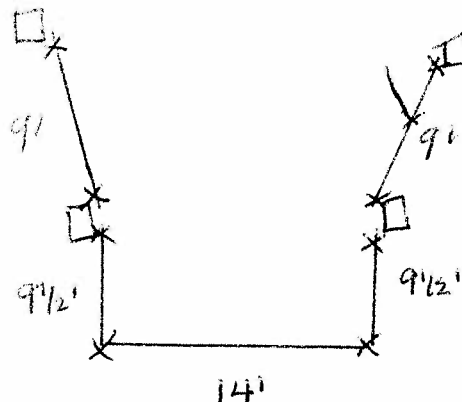
TOTAL FOOTAGE: 51

CORNER/GATE POST: 9

WALK GATES: 1

DOUBLE GATES: \_\_\_\_\_

## SKETCH:



SIGNED:

Billy Richards

[Signature]

11-6-14



# Texas Benchmark Building Group, LLC

Setting the Standard for *Excellence*

P.O. Box 271631  
Flower Mound, Texas 75027  
972 898 7841 / 972 251 0181

139/  
Change Order

DATE November 4, 2014  
Change Order # 16  
Customer ID Navarro County

**Bill To:**

Commercial Retail Group  
11701 Bee Caves Road  
Austin, Texas 78738

Prepared by: CDL  
[david@texasbenchmarkgroup.com](mailto:david@texasbenchmarkgroup.com)

Description	AMOUNT
Navarro County Temporary Offices: Navarro Center  Courts, D.A. and Probation Areas, Area "A" and "B"	
1.District and County Clerk's Area: Furnish and install 3 additional exit lights and 1 emergency light as per Fire Captain Wade Gillan.	\$590.00
2.Furnish 87 additional duplicate single sided stamped keys.	\$358.30
3.Replace missing and damaged VCT in the County Clerk's Vault.	\$118.00
4.Furnish and install panic hardware, closures and door organizers to 2 sets of double exit doors in order to satisfy the City of Corsicana Fire Departments' requirements for egress.	\$2,803.26
<b>TOTAL</b>	<b>3,869.56</b>

  
Change Order Acceptance:

Date: 11-6-14

David Long

Date : November 4, 2014

Contractor: David Long / Texas Benchmark Building Group, LLC

[www.texasbenchmarkgroup.com](http://www.texasbenchmarkgroup.com)  
**THANK YOU FOR YOUR BUSINESS!**

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TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE

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**ADDENDA & EXHIBITS** (check all that apply)

- ☐ Exhibit \_\_\_\_\_
- ☐ Exhibit \_\_\_\_\_
- ☐ Commercial Lease Addendum for Broker's Fee (TAR-2102)
- ☒ Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
- ☐ Commercial Lease Addendum for Extension Option (TAR-2104)
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- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ Information About Brokerage Services (TAR-2501)

(TAR-2101) 4-1-14 Initialed for Identification by Landlord: \_\_\_\_\_, and Tenant: bf Page 1 of 15

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TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: 800 North Main, LTD

~~XX~~ P.O. Box 204391, Austin, TX 78720-4391 11701 Bee Caves Rd., Suite 122, Austin, TX, and 78738

Tenant: Navarro County

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☒ (1) Multiple-Tenant Property: Suite or Unit Number R.S.W + 3 containing approximately 26,998 square feet of rentable area in Navarro Mall (project name) at 800 N Main, Ste's R.S.W + 3 Spaces (address) in Corsicana (city), Navarro (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows:

☐ (2) Single-Tenant Property: The real property containing approximately \_\_\_\_\_ square feet of rentable area at: \_\_\_\_\_ (address) in \_\_\_\_\_ (city), \_\_\_\_\_ (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and  
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.  
The rentable area ☐ will ☒ will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 18 months and 0 days, commencing on: TO BE DETERMINED August 1, 2014 (Commencement Date) and ending on January 31, 2016 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

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800 N Main, Ste's R,S,W + 3 Spaces  
Commercial Lease concerning: Corsicana, TX 75110

complete or a prior tenant's holding over of the leased premises. Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

#### 4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit \_\_\_\_\_ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
08/01/2014	01/31/2016	/ rsf / month	/ rsf / year	12,689.06
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- ☒ (1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103)  
☐ (2) Commercial Lease Addendum for Percentage Rent (TAR-2106)  
☐ (3) Commercial Lease Addendum for Parking (TAR-2107)  
☐ (4) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before August 1, 2014

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: 800 North Main, LTD

Address: Todd Routh C/O Wells Fargo Bank, P.O. Box 260173, Dallas, TX  
75326-0173

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

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800 N Main, Ste's R,S,W + 3 Spaces  
Commercial Lease concerning: Corsicana, TX 75110

check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay \$ 35.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. **SECURITY DEPOSIT:**

A. Upon execution of this lease, Tenant will pay \$ N/A to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. **TAXES**: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. **UTILITIES:**

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

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Commercial Lease concerning: 800 N Main, Ste's R,S,W + 3 Spaces  
Corsicana, TX 75110

and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ \_\_\_\_\_ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

8. **INSURANCE:**

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

☒ (a) \$1,000,000; or

☐ (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

☐ (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect Insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

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after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

**9. USE AND HOURS:**

- A. Tenant may use the leased premises for the following purpose and no other: County Office
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): Any

**10. LEGAL COMPLIANCE:**

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
  - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
  - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
  - (6) the permanent or temporary storage of any hazardous material; or
  - (7) \_\_\_\_\_
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

**11. SIGNS:**

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

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- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**12. ACCESS BY LANDLORD:**

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 30 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

**13. MOVE-IN CONDITION:** Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

**14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:**

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**15. MAINTENANCE AND REPAIRS:**

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic



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emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Fire sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Parking areas and walks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Electrical systems, mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) HVAC system replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Signs and lighting:			
(a) Pylon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Facia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Fences and Gates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Storage yards and storage buildings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Cranes and related systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(20) N/A		<input type="checkbox"/>	<input type="checkbox"/>
(21) N/A		<input type="checkbox"/>	<input type="checkbox"/>
(22) All other items and systems		<input type="checkbox"/>	<input checked="" type="checkbox"/>

- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

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- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. **ALTERATIONS:**

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY**: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

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- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. **INDEMNITY:** Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. **DEFAULT:**

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
  - (1) any lost rent;
  - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
  - (3) repairs to the leased premises for use beyond normal wear and tear;
  - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
  - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
  - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
  - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
  - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
  - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. **ABANDONMENT; INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. **HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding-over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

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indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. **LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. **ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. **RELOCATION:**

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent:

26. **SUBORDINATION:**

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
  - (2) all advances made under any such lien, encumbrance, or ground lease;
  - (3) the interest payable on any such lien or encumbrance;
  - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - (5) any restrictive covenant affecting the leased premises or the Property; and
  - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. **ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:**

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

**28. CASUALTY LOSS:**

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. **CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. **ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

**31. REPRESENTATIONS:**

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

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health or safety of an ordinary person, except: Landlord is not aware of any material defect on the Property.

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: <u>N/A</u>	Cooperating Broker: <u>N/A</u>
Agent: _____	Agent: _____
Address: _____	Address: _____
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____
License No.: _____	License No.: _____

Principal Broker: *(Check only one box)*

- ☐ represents Landlord only.  
☐ represents Tenant only.  
☐ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

- ☐ (1) Principal Broker's fee will be paid according to: *(Check only one box)*.  
☐ (a) a separate written commission agreement between Principal Broker and:  
☐ Landlord ☐ Tenant.  
☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TAR-2102).
- ☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.  
☐ (a) a separate written commission agreement between Cooperating Broker and:  
☐ Principal Broker ☐ Landlord ☐ Tenant.  
☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TAR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: 800 North Main, LTD

Address: Box 204391, Austin, TX 78720-4391 11701 Bee Caves Rd., Suite 122, Austin, TX 78738

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Phone: (512) 452-8633 Fax: (512) 452-2622  
and a copy to: \_\_\_\_\_

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

☒ Landlord also consents to receive notices by e-mail at: k.knap@yahoo.com

Tenant at the leased premises,  
and a copy to: Navarro County

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

☒ Tenant also consents to receive notices by e-mail at: \_\_\_\_\_

### 35. SPECIAL PROVISIONS:

Landlord agrees to make the HVAC operable.

Tenant will be responsible for any maintenance or repair on each HVAC unit up to \$1000.00 per year.

### 36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

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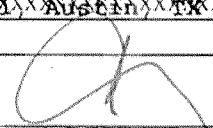
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- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. **READ THIS LEASE CAREFULLY.** If you do not understand the effect of this Lease, consult your attorney **BEFORE** signing.

Landlord: 800 North Main, LTD  
11701 Bee Caves Rd., Suite 122, Austin, TX 78738  
PO Box 204391, Austin, TX 78720-4391

By: Todd Routh

By (signature): 

Printed Name: Todd Routh

Title: Managing Partner Date: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

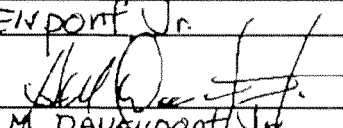
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: Navarro County

300 W. 3rd Ave, Ste 102

By: H.M. DAUENPONT Jr

By (signature): 

Printed Name: H.M. DAUENPONT Jr

Title: County Judge Date: 7/30/14

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



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TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE ADDENDUM FOR EXPENSE REIMBURSEMENT

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE  
LEASED PREMISES AT 800 N Main, Ste's R,S,W + 3 Spaces, Corsicana, TX 75110

In addition to rent stated in the lease, Tenant will pay Landlord the additional rent described in this addendum. Tenant will pay the additional rent each month at the time the base-monthly rent in the lease is due.

A. Definitions:

- (1) "Tenant's pro rata share" is 0.500 %.
- (2) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (3) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (4) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.
- (5) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

B. Method: The additional rent will be calculated under the following method:

Note: "CAM" does not include taxes and insurance costs.

- ☐ (1) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year \_\_\_\_\_ for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ \_\_\_\_\_.
- ☐ (2) Expense stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ \_\_\_\_\_ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ \_\_\_\_\_.
- ☒ (3) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☒ taxes; ☒ insurance; ☒ CAM; ☐ structural; and ☒ \$1,349.90.

C. Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this addendum) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

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800 N Main, Ste's R,S,W + 3 Spaces, Corsicana, TX  
Expense Reimbursement Addendum concerning 75110

Notice: The applicable projected expenses at the time which the above-referenced lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is \_\_\_\_\_ rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
1,349.90 / rsf / month	/ rsf / year

D. **Reconciliation:** Within a reasonable time after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this addendum) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment. Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this addendum. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this addendum, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

E. **Special Provisions:**

$$26,998 \times .05 = \$1,349.90$$

Landlord: 800 North Main, LTD

By: Todd Routh

By (signature):

Printed Name: Todd Routh

Title: Managing Partner

By:

By (signature):

Printed Name:

Title:

Tenant: Navarro County

By: H. M. Davenport, Jr.

By (signature):

Printed Name: H.M. Davenport, Jr.

Title: County Judge

By:

By (signature):

Printed Name:

Title:

1409




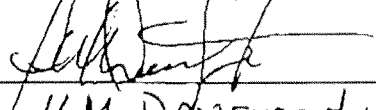
TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE GUARANTY

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GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 800 N Main,  
Ste's R,S,W + 3 Spaces, Corsicana, TX 75110 between  
800 North Main, LTD (Landlord) and  
Navarro County (Tenant).

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantors will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.
- G. Special Provisions:

Guarantor:   
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
SS# or Tax ID#: \_\_\_\_\_ Date: \_\_\_\_\_  
Witness: \_\_\_\_\_

Guarantor:   
Signature: \_\_\_\_\_  
Printed Name: H.M. DAVENPORT, Jr.  
Address: 300 W. Third Avenue, #102  
Corsicana, TX 75110  
Phone: 903/654-3025 Fax: 903/872-0778  
SS# or Tax ID#: 75-6001092 Date: 7/30/14  
Witness: \_\_\_\_\_

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**Commercial Lease for Navarro Center**

**Exhibit A**

Page 2 Part 3:

**Term:** In addition, Landlord hereby grants to Tenant the option to extend the Lease for 2 (two) extensions of three (3) months each, at the same rental rate as the original lease. The Tenant may exercise each extension by providing written notice to the Landlord, prior to the expiration of the initial or first extension, as the case may be.

Page 5 Part 7:

**Utilities: Subpart D Item 3:** Tenant agrees to pay for the reconfiguration of working systems to accommodate new floor plans. Landlord will make all HVAC systems operable. Tenant will only be responsible for any maintenance or repair costs on each unit, not to exceed \$1,000.00 per unit.

Page 8 Part 15:

**Maintenance and Repairs: Subpart C.** Items 4 and 12 shall be the responsibility of both the Landlord and the Tenant. Pertaining to Item 4, Tenant's responsibilities shall be confined to the modifications made to accommodate the floor plan. Any existing components that are not reconfigured by the Tenant shall be maintained by the Landlord. Pertaining to Item 12, Tenant is responsible for maintenance and repair costs not to exceed the \$1,000.00 cap per unit as spelled out in "Utilities: Subpart D Item 3".

Page 9 Part 15:

**Maintenance and Repairs: Subpart E.** Similar to 15C(12) and "Utilities: Subpart D Item 3" as mentioned above, we agree to maintenance and repair costs not to exceed \$1,000.00 per unit.

Page 10 Part 18:

**Liability:** Landlord shall be responsible for negligent acts, conditions or willful misconduct of it/its agents or employees.

Page 10 Part 20:

**Default: Subpart B.** Delete 5 days and insert 14 days to cure any late payment.

**Subpart C.** The minimum requirement of days required for Landlord to provide the Tenant written notice shall be changed to 30 days from 3 days.

Page 11 Part 22:

**Holdover:** The rate for holdover rent shall be changed from 150% to 125%.

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Page 12 Part 27:

**Estoppel Certificates & Financial Information: Subpart B.** The County will only provide financial records that are already public knowledge.

Page 12 Part 28:

**Casualty Loss: Subpart E.** The rent shall be abated from the date of the casualty loss and not the date the Landlord learns of the casualty loss.

**Commercial Lease Addendum For Expense Reimbursement**

A(1): Tenant's pro rata share should be .05% (.05 cents) as opposed to .50% (.50 cents).

B(3): The word "and" should be replaced with "in the amount of" or "equal to". The total of \$1,349.90 is not an additional cost to the Tenant's pro rata share for taxes, insurance and CAM. The formula is more clearly expressed under Part E: Special Provisions.  $26,998 \times .05 = \$1,349.90$

Landlord: 800 North Main, LTD

By: Todd Routh

By (signature): \_\_\_\_\_

Printed Name: Todd Routh

Title: Managing Partner

Date: \_\_\_\_\_

Tenant: Navarro County

By: H.M. Davenport

By (signature): \_\_\_\_\_

Printed Name: H.M. Davenport

Title: County Judge

Date: 7/30/14