

COUNTY OF POLK

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VOL 56 PAGE 3112

STATE OF TEXAS

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AGREEMENT FOR MANAGEMENT OF COUNTY-OWNED REAL PROPERTY

THIS AGREEMENT is entered into on this 14th day of September, 2010, by and between Polk County, a political subdivision of the State of Texas, hereinafter referred to as "GRANTOR" or "County", acting by and through its duly elected Commissioners Court, and the HOLIDAY LAKE ESTATES CIVIC CLUB, hereinafter referred to as "GRANTEE" or "HLECC", acting by and through its authorized representative (known collectively as "the parties").

I. PURPOSE

This agreement is entered into for the purpose of providing, for a definite term, a means by which GRANTEE may manage and maintain certain real property which is owned by GRANTOR.

The real property which is the subject of this agreement (hereinafter known as "the premises"), is situated in the County of Polk, State of Texas, and is more particularly described as follows: Section 3, Block 18, Lots 16, 17, and 18, Holiday Lake Estates.

The occupation, use, management and maintenance of the premises shall be accomplished by GRANTEE under the terms and conditions set forth herein.

Further, GRANTEE hereby covenants and agrees that it will use the premises solely for the purposes set forth in this Agreement. Any use of the Premises for any other purpose than that authorized herein shall constitute a material breach of this agreement, and GRANTOR shall have an immediate right to terminate this agreement. GRANTEE further recognizes that nothing herein shall be construed as transferring ownership in the premises, and that GRANTOR has no intent to transfer ownership of the premises under the terms of this agreement.

II. GENERAL TERMS AND CONDITIONS

- (a) LENGTH OF AGREEMENT. The term of this agreement shall be for a period of ten (10) years commencing on the date the last party hereto executes this agreement, and ending not more than ten (10) years from that date, unless sooner terminated as hereinafter provided. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (b) RENEWAL OPTION. By mutual agreement between GRANTEE and GRANTOR, this agreement may be renewed up to five (5) times for a period of five (5) years each, under the same terms and conditions. GRANTEE shall give GRANTOR written notice of intention to exercise this option at least 180 days prior to expiration of this agreement.
- (c) CONSIDERATION. GRANTOR recognizes that allowing GRANTEE to maintain and manage the premises benefits and assists the citizens of Polk County, and each party hereby recognizes and acknowledges the sufficiency of the consideration each is receiving under the terms of this agreement.

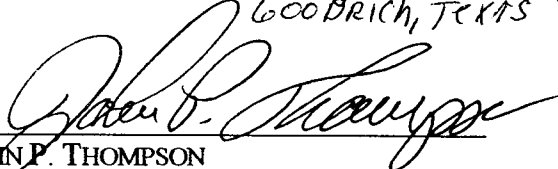
- (d) UPKEEP AND MANAGEMENT OF PROPERTY. GRANTEE will be responsible for up keeping the premises in a safe, clean, and uncluttered condition during the term of this agreement. GRANTEE hereby agrees to keep the premises free of clutter, trash, and the like, and to preserve the natural state of the premises to the best of its abilities. GRANTEE also agrees it will not erect or maintain any buildings, structures, or other fixtures on the premises. It shall also be the responsibility of GRANTEE to manage the premises by:
- (1) Restricting access thereto to only those who are actively maintaining the premises;
 - (2) Prohibiting any camping, gathering or loitering on the premises;
 - (3) Posting signs and/or barriers which mark the premises as a "No Trespassing" and/or "Restricted Access" zone; and
 - (4) Making routine inspections of the premises at a rate of not less than two (2) per week to insure it is being kept in a safe, clean and uncluttered condition.
- (e) CONDITION OF PREMISES. GRANTEE agrees to accept responsibility for the premises in their present condition. GRANTOR hereby disclaims all warranties of usefulness, fitness for a particular purpose, suitability, or any other warranty, whether express or implied.
- (f) ABANDONMENT. The GRANTEE will not, without first obtaining the written consent of the GRANTOR, abandon the premises, and/or forsake its responsibility to maintain and manage the premises. In the event GRANTEE wishes to terminate its obligations under this agreement, it shall do so in accordance with the terms and procedures set forth herein.
- (g) TERMINATION. In the event GRANTOR disagrees with GRANTEE's maintenance, management or oversight of the property, GRANTOR shall notify GRANTEE of the same in writing, and GRANTEE shall have thirty (30) days from the date of notice to correct the deficiency to the satisfaction of GRANTOR. If said deficiency is not corrected within the aforementioned thirty (30) day period, then GRANTOR shall have an immediate right to terminate this agreement. If either party wishes to terminate this agreement for any reason, with or without cause, it may do so by giving ninety (90) days written notice to the other party.
- (h) EFFECTIVE DATE. This agreement shall be effective as of the date set forth in the first paragraph of this agreement.
- (i) SEVERABILITY. This written agreement constitutes the entire agreement of the parties hereto, and the finding that any part or section of this contract is invalid, illegal or unenforceable shall not affect the validity, legality or enforceability of the remaining parts or sections.
- (j) AMENDMENT. All proposals, negotiations, notices, and representations with reference to matters covered by this agreement are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.
- (k) CHOICE OF LAW. This agreement shall be construed under the laws of the State of Texas, and all obligations of the parties created hereunder arose and are performable in Polk County, Texas.

- (l) ATTORNEY'S FEES. In the event GRANTOR or GRANTEE breaches nay of the terms of this agreement, whereby the party not in default employs attorneys to protect or enforce their rights hereunder and prevail, then the defaulting party agrees to pay to the other party reasonable attorney's fees so incurred by such other party.

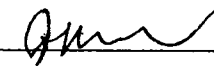
- (m) NOTICE. All notice required to be given under this agreement shall be made by certified mail, return receipt requested, addressed to the following persons:

GRANTOR: JOHN P. THOMPSON; COUNTY JUDGE; 101 W. CHURCH STREET, STE. 300; LIVINGSTON, TEXAS 77351

GRANTEE: HOLIDAY LAKE ESTATES CIVIL CLUB, INC. P.O. BOX 274
GOODRICH, TEXAS 77335-0274 936-365-3927



JOHN P. THOMPSON
COUNTY JUDGE, POLK COUNTY, TX
101 W. CHURCH, #300
LIVINGSTON, TEXAS 77351



HOLIDAY LAKE ESTATES C.C.

LIVINGSTON, TEXAS 77351