

AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space ("Lease") is effective the 1st day of August, 2010, by and between **POLK COUNTY TEXAS OFFICE OF EMERGENCY MANAGEMENT**, as landlord ("**COUNTY**"), and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as tenant ("**TAMUS**"), for the use and benefit of **TEXAS FOREST SERVICE ("TFS")**, a member of The Texas A&M University System.

ARTICLE 1

PREMISES

1.1 Exclusive Use. **COUNTY**, in consideration of the mutual covenants and obligations of this Lease, hereby leases to **TAMUS** the exclusive use of the following described property as a regional office to administer the Texas Forest Service Regional Fire Coordinator Program and as a staging area for the regional activities of **TFS**:

63 square feet of net usable office space situated in the Emergency Operations Center, Polk County Office Annex (the "Building"), located at 602 East Church Street, Suite 158, Livingston, Polk County, Texas (the "Leased Premises"), as depicted on Exhibit "A" attached hereto.

TAMUS, its employees, agents, representatives, clients, and other persons using its services are granted the non-exclusive use of the common areas in the Building.

1.2 Accessibility. The Leased Premises must have accessibility in compliance with:

- A. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12181 et seq. or as may be amended), and
- B. Chapter 469, Texas Government Code (Elimination of Architectural Barriers) (as may be amended).

1.3 Signage. The design and location of any exterior signs desired by **TAMUS** will be submitted to **COUNTY** for written approval prior to being erected. Any interior signs will be erected by **COUNTY** or will be erected by **TAMUS** with **COUNTY'S** written approval. **TAMUS'** signs will be erected or installed at its expense.

1.4 Utilities. **COUNTY** will furnish, without extra charge to **TAMUS**, all utilities serving the Leased Premises, including but not limited to electric services and water. **COUNTY** will provide, as currently installed, telephone conduits necessary for **TAMUS'** use of the Leased Premises as office space. **TAMUS** is responsible for all other equipment, fees, costs, and expenses related to providing telecommunication and internet service, including long distance and fax service.

1.5 Taxes. Unless exempt, **COUNTY** is solely responsible for any ad valorem property taxes and assessments, or other taxes and assessments levied against the Leased Premises and/or the Building.

1.6 Insurance. **COUNTY** will provide property insurance on the Building and the Leased Premises, excluding improvements constructed by **TAMUS** and excluding **TAMUS'** furniture, fixtures, equipment and other personal property, written on a full replacement cost basis and on the most recent edition of ISO form CP 10 30 or equivalent for 100% of the replacement costs.

1.7 Janitorial Services. **COUNTY** will be responsible for janitorial services to the Leased Premises, at **COUNTY'S** sole cost.

1.8 Extermination Services. **COUNTY** will provide extermination services to the Leased Premises at intervals specified by **COUNTY** in writing to **TAMUS**. Said extermination services shall be of the same type and frequency as is provided to other County properties.

1.9 Maintenance. **COUNTY** agrees to maintain the Building and the Leased Premises in good condition and repair, ordinary wear and tear excepted.

ARTICLE 2

TERM

2.1 Fixed Term. The term of this Lease will be for twenty-four (24) months, commencing on August 1, 2010 (the "Commencement Date"), and ending on July 31, 2012, unless terminated sooner pursuant to this Lease.

2.2 Extension. **TAMUS** may renew the term of this Lease for three (3) additional terms of twelve (12) months each by giving written notice to **COUNTY** at least sixty (60) days prior to the expiration of the then current term. Each renewal term must be exercised in order.

2.3 Early Termination. Either Party may terminate this Lease, with or without cause, by sending the other thirty (30) calendar days' written notice of its intent to terminate.

ARTICLE 3

RENTALS AND FEES

During the term of this Lease, **COUNTY** has agreed to provide **TAMUS** the use of the Leased Premises at no monthly cost. However, the **COUNTY** recognizes and acknowledges the sufficiency of the consideration it will receive under the terms of this Lease in the form of enhanced fire protection services for its citizens.

**ARTICLE 4 CONDEMNATION AND
CASUALTY**

4.1 Condemnation. If a condemnation proceeding results in a partial or total taking of the Leased Premises (or if the Leased Premises are partially or entirely conveyed under threat of condemnation then TAMUS may terminate this Lease immediately, in its sole discretion, by sending COUNTY written notice of TAMUS' intent to terminate this Lease.

4.2 Casualty. Within ten (10) days following the date the Leased Premises are damaged by casualty, TAMUS shall give written notice to COUNTY stating whether TAMUS desires to either (i) continue use and occupancy of the Leased Premises or any undamaged portion of the Leased Premises, or (ii) terminate this Lease effective as of the date of the casualty. If TAMUS elects to continue use and occupancy of the Leased Premises or any portion of the Leased Premises, COUNTY shall proceed with diligence to restore the Leased Premises to substantially the same condition that existed before the damage, exclusive of any alterations, additions, improvements, fixtures and equipment installed by TAMUS. As an alternative to restoration, COUNTY may elect to provide a substitute space which is similar to the Leased Premises and suitable for TAMUS' purposes, which TAMUS may rent under the same terms and conditions as set forth in this Lease.

4.3 Emergency Repairs. Damage to the Leased Premises which presents a threat to the health or safety of TAMUS, its employees, clients, representatives, agents, customers, or anyone frequenting the Leased Premises, shall be immediately reported to COUNTY. Upon being notified of damage to the Leased Premises, the COUNTY, as soon as is reasonably practical, shall either (i) undertake to repair the Leased Premises to substantially the same condition they were in prior to being damaged, or (ii) authorize TAMUS to repair any damage to the Leased Premises, and any costs incurred by TAMUS shall be reimbursed by COUNTY within ten (10) days of COUNTY's receipt of written notice from TAMUS of the actions undertaken and the costs incurred to repair the damage, accompanied by documentation of the costs (e.g., invoice). The exercise of rights or duties under this Article shall not in any way serve as an admission of liability or fault with regard to damage done to the Leased Premises.

**ARTICLE 5
COVENANTS AND OBLIGATIONS OF COUNTY**

5.1 Quiet Enjoyment. COUNTY covenants and agrees that during the term of this Lease, and so long as TAMUS is not in breach of this Lease, TAMUS shall peaceably and quietly have, hold and enjoy the Leased Premises. COUNTY will take all reasonable and necessary steps to insure that TAMUS, its employees, agents, representatives, customers, invitees and guests are free from unreasonable noises, odors, harassment or hazardous conditions in or around the Building that are injurious to TAMUS, its employees, agents, representatives, customers, invitees or guests, or disruptive to TAMUS' lawful use of the Leased Premises.

In the event TAMUS' quiet enjoyment of the Leased Premises is disrupted by COUNTY or an individual or entity under COUNTY's direct control, TAMUS shall give COUNTY written notice identifying the disruption and the source thereof. COUNTY will then have thirty (30) days from the date it receives said written notice to cure or cause the cure of the disruption. If COUNTY fails or refuses to remedy the situation to TAMUS' approval within the aforementioned thirty (30) day period, TAMUS may terminate this Lease by giving COUNTY written notice. If the activity or behavior which disrupts TAMUS' quiet enjoyment of the Leased Premises presents a safety hazard to TAMUS, its employees, agents, representatives, customers, invitees or guests, TAMUS may immediately vacate the Leased Premises by giving COUNTY written notice and this Lease shall terminate.

5.2 Ability to Lease. COUNTY covenants and agrees that it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Leased Premises to TAMUS. Additionally, COUNTY warrants that the person executing this Lease on behalf of COUNTY is authorized to do so, and that such person has the capacity to do so.

5.3 Compliance with Law. COUNTY represents and warrants that TAMUS' intended use of the Leased Premises as office space does not violate any current law, statute, ordinance or governmental rule or regulation, or any restriction placed on the real property on which the Leased Premises are located.

ARTICLE 6 TERMINATION BY COUNTY

6.1 Default. COUNTY may terminate this Lease and terminate all or any of COUNTY'S obligations pursuant to this Lease if TAMUS fails to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by TAMUS.

6.2 Notice of Default and Termination of Lease. In the event of such failure, COUNTY will give TAMUS written notice pursuant to Section 10.1 of this Lease. If the default continues for thirty (30) calendar days after TAMUS' receipt of such notice, COUNTY may as its sole and exclusive remedy, terminate this Lease by written notice to TAMUS sent pursuant to Section 10.1 of this Lease.

ARTICLE 7 TERMINATION BY TAMUS

7.1 Default. In addition to any other right of TAMUS to terminate this Lease, TAMUS may terminate this Lease and terminate all or any of its obligations at any time, upon or after the occurrence of any one of the following events:

- A. Breach or failure by COUNTY to perform, keep and observe, any terms, covenants, or conditions required by this Lease, and failure of COUNTY to remedy such breach or failure for a period of thirty (30) calendar days after the receipt of written notice of breach;
- B. Inability of TAMUS to use the Leased Premises for more than thirty (30) consecutive calendar days due to any law, statute, ordinance, rule or regulation of any competent governmental authority.

7.2 Property Removal. In the event TAMUS terminates this Lease, TAMUS must remove its equipment and personal property from the Leased Premises on or before the termination date, and must leave the Leased Premises clean and in a condition equal to the condition which existed at the commencement of this Lease, normal wear and tear excepted. TAMUS may remove any fixtures and other improvements which it constructed on the Leased Premises according to this Lease; provided the fixtures and improvements are removed in a manner so as to cause as little damage, as is reasonably possible, to the Building and the Leased Premises.

7.3 Emergency Repairs. In the event COUNTY'S default creates an emergency situation or threatens TAMUS* ability to use the Leased Premises, TAMUS may cure the default and deduct the costs of such cure from the next monthly rental; provided, TAMUS gives written notice to COUNTY of the actions undertaken and the costs incurred to cure the default, accompanied by documentation of the costs (e.g., invoice).

ARTICLE 8 ASSIGNMENT OF LEASE

TAMUS may assign this Lease or any part of this Lease to any member of The Texas A&M University System without the prior written consent of the COUNTY.

ARTICLE 9 SUBLEASE

TAMUS may sublease the Leased Premises or any portion of the Leased Premises to any member of The Texas A&M University System only with the prior written consent of COUNTY.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Notices. Any notice required or permitted under this Lease must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. TAMUS and COUNTY can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

COUNTY:	Polk County, Texas Attn: County Judge John P. Thompson 101 W. Church, St. 300 Livingston, Texas 77351 Phone: (936) 327-6813
TAMUS:	Texas Forest Service Attn: Terry Smith John B. Connally Building 301 Tarrow

College Station, Texas 77840-7896
Phone: 979-458-7382 Fax: 979-458-7386 Email:
tsmith@TAMUS.tamu.edu

with copy to: The Texas A&M University System
Office of General Counsel Attn: System Real Estate
200 Technology Way, Suite 2079
College Station, Texas 77845-3424
Phone: 979-458-6350 Fax: 979-458-6359

10.2 Governing Law. The validity of this Lease and all matters pertaining to this Lease, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located.

10.3 Entire Agreement. This Lease constitutes the complete agreement of COUNTY and TAMUS and supersedes any prior understanding, written or oral, between them regarding the issues covered by this Lease.

10.4 Savings Clause. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

10.5 Alterations. TAMUS will not materially alter the Leased Premises without the prior written approval of COUNTY.

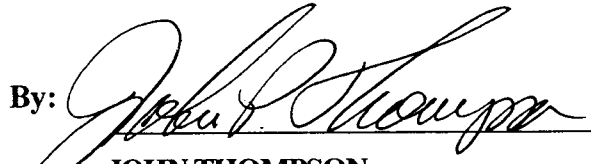
10.6 Time of the Essence. Time is of the essence in respect to the performance of each provision of this Lease.

10.7 Consent and Approval. COUNTY agrees that any consent or approval of COUNTY required under this Lease shall not be unreasonably withheld or delayed.

10.8 Special Provisions. None.

EXECUTED in duplicate originals on the 24th day of August, 2010
by **COUNTY**, or by its authorized agent.

**POLK COUNTY TEXAS
OFFICE OF EMERGENCY MANAGEMENT**

By: 
JOHN THOMPSON
County Judge

EXECUTED in duplicate originals on the _____ day of _____, 2010
by **TAMUS**, or by its authorized agent.

**BOARD OF REGENTS OF THE TEXAS A&M
UNIVERSITY SYSTEM**, an agency of the State of
Texas, for the use and benefit of **TEXAS FOREST
SERVICE**

By: _____
TOM G. BOGGUS
Director
Texas Forest Service

APPROVED AS TO FORM:

GINA M. JOSEPH
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

EXHIBIT "A"

EMERGENCY EVACUATION ROUTE

