

LEASE AGREEMENT

THIS LEASE AGREEMENT ["Lease", "Instrument", "Agreement" or "Contract" as used herein] is made as of the 1st day of November, 2019, by and between the County of Polk, Texas [the "Lessor"], and Karen Swenson dba Community Action [the "Lessee"].

ARTICLE 1

Premises

Lessor, for the consideration, and upon the terms and conditions, covenants, and agreements hereinafter set forth and provided, has DEMISED and LEASED, and by these presents does DEMISE and LEASE unto Lessee, and Lessee, upon and subject to the conditions hereinafter expressed, has TAKEN and HIRED, and by these presents does TAKE and HIRE from Lessor, those certain premises [the "Leased Premises"] consisting of 962 square feet of area [Suite D] situated in that certain building at 410 East Church Street, Livingston, Texas [the "Building"] on a tract of land situated in Polk County, Texas, as more fully described on Exhibit A attached hereto and made a part hereof for all purposes [the "Property"]. The Leased Premises are outlined on the floor plan drawing attached hereto as Exhibit B and made a part hereof for all purposes.

ARTICLE 2

Term of Lease

TO HAVE AND TO HOLD the Leased Premises unto Lessee for a term of one [1] year [the "Initial Term"], commencing on November 1, 2019, and expiring on October 30, 2020, unless sooner terminated as hereinafter provided. This agreement shall automatically renew for subsequent and successive one (1) year periods, unless either party gives written notice of its intent to terminate the Agreement to the to the other not less than sixty (60) days prior to the expiration of the then existing term. This notice shall be effective when delivered to the other party by hand delivery or sealed in an envelope with sufficient postage affixed and deposited in the US mail. Each party is entitled to terminate this Agreement, pursuant to the terms herein contained, at any time and for any lawful reason. The word "Term" herein shall mean the Initial Term and, unless the context otherwise requires, the Renewal Term.

ARTICLE 3

Rent

Section 1. Lessee agrees to pay, as rental for the Term an annual amount of \$0.50 per square foot of useable floor area within the Leased Premises, being \$5,772.00 [962 square feet x \$0.50 x 12] per year.

Section 2. The rental is payable in monthly installments of \$481.00, with the first installment being due and payable on or before November 1, 2019, and with a like installment being due and payable on or before the first day of each succeeding calendar month during the term.

ARTICLE 4

Lessee Improvements

Section 1. Lessee shall present plans and specifications for any Improvements to the Leased Premises to Lessor for approval, which approval shall not be unreasonably withheld. Lessor shall bear the cost and expense of all architectural fees and charges incurred in order to design improvements to or additions in, on, or about the Leased Premises which Lessee deems necessary, reasonable, or desirable in connection with its occupancy and use of the Leased Premises

Section 2. Lessee shall have the express right to construct the Improvements contemplated herein. The Improvements shall be constructed in a good and workmanlike manner, and in accordance with applicable laws and regulations [including any applicable Building Code and Fire Code]. It is further expressly agreed that once this agreement is terminated, whether by passage of time or

the actions of either or both of the parties, any improvements constructed pursuant to this agreement shall become the sole property of Lessor.

Section 3. Lessor recognizes, understands, and agrees that Lessee may, during the term of this Lease or any extensions thereof, desire to have additional or replacement improvements constructed on the Leased Premises. Lessee shall have the right to construct or replace any such improvements at its sole cost and expense, as set forth in Section 2 of this Article 4.

ARTICLE 5

Indemnification

Section 1. Lessee agrees to indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, [whether private, governmental, or municipal] arising from Lessee's negligence or willful misconduct in any way connected with its use, occupation, or any other action contemplated by this agreement, of the Leased Premises.

Section 2. Lessor agrees to indemnify and save harmless Lessee against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations,

[whether private, governmental, or municipal] arising from Lessor's negligence of willful misconduct in, on, or about the Leased Premises.

ARTICLE 6

Insurance

Section 1. Lessee shall obtain insurance against fire and other casualty loss on any Improvements contemplated or constructed pursuant to the terms of this agreement, and in such amount as to adequately protect Lessor's interest in such improvements.

Section 2. Lessor shall obtain insurance against fire and other casualty loss on the Building and other structures or improvements situated on the property in such amount, against such risks, and with such insurance company as Lessor at its option may decide.

Section 3. Lessor and lessee, in their own behalf and of their insurers, each hereby waive any and all claims which such party may have against the other party during the Term for any and all loss of, or damage to, any of such party's property located within or upon, or constituting a part of the Leased Premises, the Improvements, and the Building to the extent that such loss or

damage is or could have been covered by a standard Texas fire and extended coverage insurance policy, regardless of cause or origin, including negligence [sole or otherwise], of such other party hereto. The foregoing mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of or damage to property of the parties hereto. The foregoing mutual waivers are intended to preclude the assignment of any of the above mentioned claims by way of subrogation, or otherwise, to an insurance company or any other person; and each party hereto shall notify such party's insurers of the foregoing mutual waivers. Each party shall be responsible to have its applicable insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of the foregoing waivers.

ARTICLE 7

Property Taxes

Lessee agrees to pay and discharge, when due, all property taxes as shall be levied, assessed, or imposed on the Improvements during the Term.

ARTICLE 8

Damage Clause

Section 1. In the event the Leased Premises are damaged or destroyed by fire or other casualty, and the necessary repairs cannot reasonably be made within sixty [60] days from the date of such damage, this Lease shall be terminated as follows: Within fifteen [15] days from the date of such damage, Lessor shall notify Lessee in writing as to whether Lessor will repair the Leased Premises, other than the improvements, within sixty [60] days from the date of such damage. If Lessor notifies Lessee that such repairs cannot be made within sixty [60] days from the date of such damage, this Lease shall automatically terminate, unless Lessee elects, within fifteen [15] days from the date of said notice, to continue this Lease in effect as to the useable portion of the Leased Premises, in which case the rent payable under this Lease shall be reduced proportionately. If, however, Lessor notifies Lessee that Lessor will repair the Leased Premises, other than the Improvements, within sixty [60] days from the date of such damage, this Lease shall remain in full force and effect.

ARTICLE 9

Maintenance of Improvements

Section 1. Except as otherwise provided herein, Lessor shall maintain and keep in a good state of repair the Building or other improvements now or hereafter situated upon the Property, including maintenance and repair of the exterior and/or roof of the Building, and repair of any defects in the Building and its central systems including, but not limited to, the plumbing, fire alarm, and suppression and electrical systems, all of which shall be performed diligently and promptly by Lessor at its sole cost and expense. Lessor will specifically be responsible for any damage resulting from a malfunction of or leak in the fire suppression system. Lessee agrees to maintain and keep in a good state of repair the Improvements, reasonable wear and tear, and to the extent otherwise provided in Article 8 above, casualty loss, excepted. Lessee further agrees to comply with all the laws, regulations, and ordinances and rules and regulations of governmental agencies having jurisdiction in the maintenance and upkeep of the Improvements, and to keep at all times the Leased Premises functioning in a neat, clean, and sanitary condition.

ARTICLE 10

Water, Gas and Electricity

All gas, electric current, heat, water, sewer charges, and other similar charges, if any, which may accrue during the Term shall be paid promptly by Lessee as the same accrue. Lessor shall in no event be liable for any charges accrued for such utilities.

ARTICLE 11

Use of the Premises

The Leased Premises may be used by Lessee to provide technical assistance, training, and other resources to Community Action Agencies, nonprofit and public groups, and for activities reasonably related thereto, or for any other activities which may be approved by Lessor, such approval not to be unreasonably withheld.

ARTICLE 12

Holding Over

Any holding over, or repossession by Lessee, for any reason whatsoever after termination of this lease, shall not operate to renew or extend this Lease, but shall operate and be construed as a tenancy at the will of Lessor at a rental equal to the most current monthly rent. With the exception of the option to extend

the term of this Lease for the Renewal Term, no agreement for an extension, renewal, or change of this Lease shall be valid without the written consent of Lessor and Lessee.

ARTICLE 13

Lessor's Remedies

Section 1. If Lessee shall neglect or fail to perform or observe any of the covenants, terms, provisions, or conditions contained in these presents and on its part to be performed or observed within thirty [30] days after notice such default, or if the estate hereby created shall be taken by execution or other processes of law [except eminent domain], or if Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Lessee for the benefit of creditors, or if a receiver, conservator, trustee in involuntary bankruptcy, or other similar officer shall be appointed to take charge of all or any substantial part of Lessee's property by a court of competent jurisdiction, and such proceeding is not dismissed within one hundred twenty [120] days after it is begun, this agreement shall automatically terminate, and all amounts currently or prospectively owed to Lessor under the terms of this lease shall immediately become due and payable.

Section 2. Lessor shall, in no event, be in default in the performance of its obligations hereunder, unless and until Lessor shall have failed to perform such obligations within thirty [30] days after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligations.

ARTICLE 14

Waiver

Failure on the part of Lessor or Lessee to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver by the non-complaining party of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Lessor or Lessee shall be construed as a waiver at any subsequent time of the same provisions with regard to events occurring after the waiver or waivers under said provisions. The consent or approval by Lessor or Lessee of any action by the other party requiring the consenting or approving party's consent or approval shall not be deemed to waive or render unnecessary such party's consent or approval of any subsequent similar act by the other party.

ARTICLE 15

Notices

Whenever by the terms of this Lease, notice shall or may be given either to Lessor or to Lessee, such notice shall be in writing and shall be delivered in hand or deposited with the Clerk in any U.S. Post Office or U.S. Branch Post Office [certified mail, return receipt requested, postage prepaid], as follows:

If intended for Lessor, addressed to Lessor C/O County Judge at 101 W. Church, Suite 300, Livingston, Texas 77351, or to such other address as may from time to time hereafter be designated by Lessor by like notice.

If intended for Lessee, addressed to Karen Swenson at P.O. Box 631938 Nacogdoches, Texas 75963 or to such other address as may from time to time hereafter be designated by Lessee by like

ARTICLE 16

Signage

Lessee shall have the right to erect or install a sign on the awning of the Building, or to erect or install other advertising media, provided said sign or other advertising media substantially conforms to the plans and specifications provided to and approved by Lessor, which approval shall not be unreasonably withheld, as

to construction, method of attachment, size, shape, height, lighting, color, and general appearance.

ARTICLE 17

Attorney's Fees

Should Lessor or Lessee default in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease, and should the non-defaulting party place the enforcement of this Lease or any part of the same, or the collection of any rent or other sums due or to become due hereunder, or the recovery of possession of the Leased Premises, in the hands of an attorney, or file suit upon the same, the defaulting party agrees to pay to the non-defaulting party all reasonable attorney's fees incurred by the non-defaulting party in connection therewith.

ARTICLE 18

Invalidity of Particular Provisions

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this

Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 19

Provisions Binding

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective legal representatives, successors, and assigns.

ARTICLE 20

Governing Law

This Lease shall be governed exclusively by the provisions hereof and by the internal laws of the State of Texas, as the same may from time to time exist.

ARTICLE 21

Time of Essence

Time is and shall be of the essence of this Lease and of each term and provision hereof.

ARTICLE 22

Entirety

The written pages of this agreement, along with any

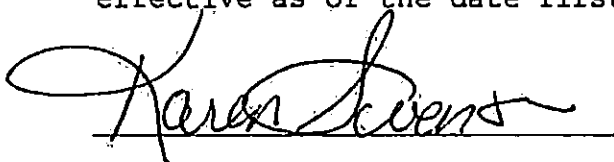
attachments, constitute the full and complete agreement of the Parties. No verbal or oral amendments pertaining to this Lease shall be binding on Lessor or Lessee, unless said amendment be in writing and signed by both Parties. Lessor and Lessee hereby further agree that each has carefully read this instrument and that the same terms and conditions herein set out are satisfactory.

ARTICLE 23

Memorandum of Lease

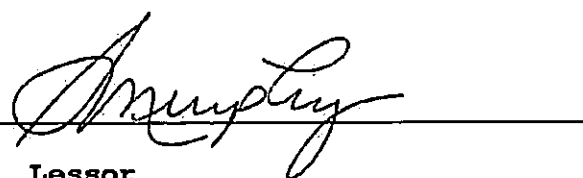
Lessor agrees to execute and acknowledge a reasonable memorandum of lease evidencing the existence of this Lease, which memorandum Lessee may record in the real property records of Polk County, Texas.

IN WITNESS WHEREOF this Lease is executed in multiple copies, each of which shall constitute an original for all purposes, effective as of the date first hereinabove written.



Lessee
Karen Swenson
Community Action

Date: 11/19/2019



Lessor
Sydney Murphy- COUNTY JUDGE
COUNTY OF POLK, TEXAS

Date: 11/12/19