

**LEASE AGREEMENT**

**THE STATE OF TEXAS §**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF POLK §**

**THIS LEASE AGREEMENT**, made and entered into this the 11th day of August, 2020, by and between the **COUNTY OF POLK, STATE OF TEXAS**, hereinafter referred to as "Lessor", and **LOWER TRINITY GROUNDWATER CONSERVATION DISTRICT (LTGCD)**, hereinafter referred to as "Lessee":

**W I T N E S S E T H :**

Lessor does, by these presents, lease and demise unto Lessee, the following property, lying and being situated in the City of Livingston, County of Polk, State of Texas, and being more particularly described as follows:

Being approximately 684 square feet of the County building located at 602 East Church Street in Livingston, Polk County, Texas and more specifically known as the Polk County Office Annex Building Suites 148, 150 and 151. See Exhibit "A".

The initial term of this lease shall be for a period of sixty (60) months beginning on the 1<sup>st</sup> day of October, 2020, and ending on the 30<sup>th</sup> day of September, 2025 and will renew annually thereafter, upon agreement of both parties, for one (1) year terms beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>. Said premises are to be used and occupied by Lessee for business affairs and for no other purposes whatsoever, without prior written consent of Lessor, for the following considerations and covenants:

1.

Lessee shall pay a monthly amount of \$0.20 per square foot of the Leased Premises, being the amount of One Hundred thirty-six and 80/100 [\$136.80] per month throughout the term of this lease and any renewal term, to be payable on or before the first day of each succeeding calendar month during the term beginning October 1, 2020 and continuing regularly thereafter on the 1<sup>st</sup> day of each month, with option to pay

annually at start of lease year (\$1,641.60 for each twelve month period beginning October 1, 2020 to coincide with County's fiscal year).

2.

Lessee agrees to accept possession of the demised premises in their present condition, and to maintain said premises throughout the term, with the exception of HVAC, lighting and electrical wiring in place at the time of this agreement to be maintained by Lessor.

3.

Lessor agrees that Lessee may have a business telephone line, facsimile line and or internet connection installed at Lessee's expense for business purposes. Lessee agrees to furnish all supplies and equipment for Lessee's own personal / business use.

4.

Lessor hereby covenants and agrees that Lessee shall and will, upon fully observing and performing the covenants and agreements herein provided, quietly and peaceably possess and enjoy said above demised premises, unless said lease be sooner terminated, under and in accordance with any of the provisions herein elsewhere contained providing for such termination.

5.

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

6.

In the event Lessor or Lessee breaches any 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.

7.

**This lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.**

8.

**This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Polk County, Texas.**

9.

**In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.**

10.

**This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.**

11.

**No amendment, modification, or alteration of the terms hereof shall be binding, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

12.

**Lessor retains the right to sell the premises during the term of this lease. In the event Lessor proceeds with a sale, this lease shall terminate without further obligations of either of the parties hereto.**

13.

This contract may be terminated without cause or penalty by either party, providing written notice is given to the other party not less than sixty (60) days prior to the proposed date of termination.

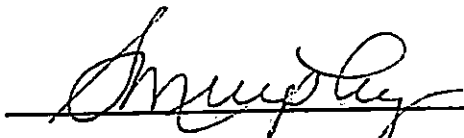
14.

Time is of the essence of this lease.

APPROVED AND EXECUTED this the 11th day of August, 2020 in a regularly called session of the Polk County Commissioners Court.

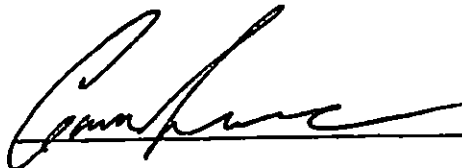
LESSOR:

COUNTY OF POLK

A handwritten signature in cursive script, appearing to read "Sydney Murphy", written over a horizontal line.

Sydney Murphy, County Judge

LESSEE:

A handwritten signature in cursive script, appearing to read "Gary Ashmore", written over a horizontal line.

Gary Ashmore, General Manager  
Lower Trinity Groundwater Conservation District