

AGENDA ITEM # 18

July 28, 1998

Discuss and take appropriate action on request from DGA pertaining to proposed Gazebo on northeast corner of the courthouse square.

No action was taken on this agenda item.

AGENDA ITEM # 19

July 28, 1998

Consider authorizing county judge to sign temporary lease for new Leander EMS station.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To authorize County Judge John C. Doerfler to sign temporary lease for new Leander Emergency Medical Service station effective August 1, 1998.

Vote: Motion carried 5 - 0

< Clerk copy here >

LEASE AGREEMENT

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1. **PARTIES:** The parties to this agreement (Lease) are the owner of the Property Todd Le Master (Landlord) and Williamson County (Tenant).
2. **PROPERTY:** Landlord leases to Tenant that certain real property known as 209 Willis (address) Leander (city) Texas 78641 (zip code) or as described on attached exhibit together with all its improvements including the following non-real estate items _____ (the Property) also described as (legal description recommended if lease is for one year or more): _____
3. **TERM:** This Lease commences on 8-1-98 (Commencement Date) and ends on 9-30-98 (Termination Date).
4. **AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:** This lease will automatically renew on a month-to-month basis unless either party provides the other party written notice of termination at least thirty (30) days before the Termination Date or the end of any renewal period. VERBAL NOTICE IS NOT SUFFICIENT UNDER ANY CIRCUMSTANCES. If this Lease is automatically renewed on a month-to-month basis, either party may terminate the renewal of this Lease by providing written notice to the other party and the renewal will terminate:
- ☐ A. on the last day of the month in which the notice is given if notice is given on the first day of the month. If the notice is given on a day other than the first day of the month, the renewal will terminate on the last day of the month following the month in which the notice is given.
- ☒ B. on the date designated in the notice but not sooner than thirty (30) days after the notice is given and, if necessary, rent will be prorated on a daily basis.
- If neither of the above choices is checked, box A will be deemed checked. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required)
5. **RENT:**
- A. **Monthly Rent:** Tenant will pay monthly rent in the amount of \$850.00 for each full month during this Lease. The first full month's rent is due and payable no later than 8-15-98. Thereafter, Tenant will pay the monthly rent on or before the first day of each month during this Lease. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.
- B. **Prorated Rent:** Tenant will pay as prorated rent from the Commencement Date to the first day of the following month the sum of 0 on or before _____
- C. **Place of Payment:** Tenant will pay all rent to Todd Le Master (name of payee) at 505 Cedar Ridge (address) in Pflugerville (city) TX (state) 78660 (zip) or at such other place as Landlord may designate from time to time in writing.
- D. **Method of Payment:** Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by this Lease. Time is of the essence for the payment of rent (strict compliance with rental due dates is required). Tenant must pay all rent by check, money order, cashier's check, or other means acceptable to Landlord. If multiple Tenants occupy the

Residential Lease concerning _____

Property, Landlord may require Tenants to pay monthly rents by one check or draft. By providing written notice to Tenant, Landlord may require Tenant to pay the amounts due under this Lease by certified funds.

E. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (such as pool or tennis courts).

F. Rent Increases: There will be no rent increases through the Termination Date. If this Lease is renewed automatically on a month-to-month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.

6. LATE CHARGES: If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of 0 plus additional late charges of 0 per day thereafter until rent is paid in full. If Landlord receives the monthly rent by the 15th day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent (including reporting late payments to consumer reporting agencies).

7. RETURNED CHECKS: Tenant will pay \$25.00 (not to exceed \$25) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment.

8. APPLICATION OF FUNDS: Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent regardless of any notations on a check.

9. PETS: THERE WILL BE NO PETS, unless authorized by a separate written pet agreement. Tenant must not permit any pet, including mammals, reptiles, birds, fish, rodents, or insects on the Property, even temporarily, unless otherwise agreed by a separate written pet agreement. If Tenant violates the pet restrictions of this Lease, Tenant will pay Landlord a fee of \$10.00 per day per pet for each day Tenant violates the pet restrictions as additional rent for any unauthorized pet. Landlord may remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized pet. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any unauthorized pet and for all costs Landlord may incur in removing or causing any unauthorized pet to be removed.

10. DELAY OF OCCUPANCY: If Tenant is unable to occupy the Property on the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Landlord will not be liable to Tenant for such delay and this Lease will remain enforceable. Landlord will abate rent on a daily basis during any delay. If Tenant is unable to occupy the Property after the third (3rd) day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this Lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. These conditions do not apply to any delay in occupancy caused by cleaning or repairs.

11. SECURITY DEPOSIT:

A. Security / Deposit: Upon execution of this Lease, Tenant will pay a security deposit to Landlord in the amount of 0. "Security deposit" has the meaning assigned to that term in §2.102 of the Texas Property Code. No interest will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative. Notice: §2.108 of the Texas Property Code provides that Tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent. Bad faith violations of §2.108 may subject Tenant to liability up to three times the rent wrongfully withheld and the Landlord's reasonable attorney's fees.

B. Refund: Subchapter C of Chapter 92 of the Texas Property Code governs the obligations of the parties regarding the security deposit. Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit. Notice: The Texas Property Code does not obligate Landlord to return or account for the security deposit until 30 days after Tenant surrenders the Property (vacating and returning all keys and access devices) and gives Landlord a written statement of Tenant's forwarding address.

C. Deductions:

(1) Landlord may deduct reasonable charges from the security deposit for:

(a) unpaid or accelerated rent;

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Initialed for Identification by Tenants: JED _____and Landlord: [Signature]

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- (b) late charges;
- (c) unpaid utilities;
- (d) costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- (e) pet violation charges;
- (f) replacing unreturned keys, garage door openers or other security devices;
- (g) the removal of unauthorized locks or fixtures installed by Tenant;
- (h) insufficient light bulbs;
- (i) packing, removing, and storing abandoned property;
- (j) removing abandoned or illegally parked vehicles;
- (k) costs of reletting, if Tenant is in default;
- (l) attorney fees and costs of court incurred in any proceeding against Tenant;
- (m) any fee due for early removal of an authorized keybox; and
- (n) other items tenant is responsible to pay under this Lease.

- (2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten (10) days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

12. **UTILITIES:** Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, and cable television) except the following which will be paid by Landlord: NA

Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on (if available) at all times this Lease is in effect: gas; electricity; water; wastewater; and garbage services. If Tenant fails to do so, Tenant will be in default.

13. USE AND OCCUPANCY:

A. **Occupant:** Tenant may use the Property as a private dwelling only. If Tenant fails to occupy and take possession of the Property within five (5) days of the Commencement Date, Tenant will be in default. The only persons Tenant may permit to reside in the Property during the term of this Lease will be (include names of all occupants): Williamson
County EMS employees assigned to this station in Leander. Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home or work) no later than five (5) days of any change. Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will pay any fines or other charges assessed against Tenant or Landlord for violations by Tenant of any owners' association rule or restrictive covenant.

B. **Prohibitions:** Tenant may not permit any part of the Property to be used for:

- (1) any activity which is a nuisance, offensive, noisy, or dangerous;
- (2) the repair of any vehicle;
- (3) ~~any business of any type, including child care;~~
- (4) any activity which violates any applicable owners' association rule or restrictive covenant;
- (5) any illegal or unlawful activity; or
- (6) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Property.

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clearly legible for satisfactory recordation.

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C. **Guests:** Tenant may not permit any guest to stay on or in the Property longer than the lesser of:

- (1) the amount of time permitted by any owners' association rule or restrictive covenant; or
- (2) 0 days without Landlord's written permission.

14. **VEHICLES:** Tenant may not permit more than 4 vehicles (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats) on the Property unless authorized by Landlord in writing. Tenant may not park any vehicles in the yard. Tenant may not store any vehicles on or adjacent to the Property or on the street in front of the Property. Landlord may tow, at Tenant's expense, any improperly parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws.

15. **ACCESS BY LANDLORD:** Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period. If Tenant fails to permit reasonable access under this paragraph, Tenant will be in default. Landlord or anyone authorized by Landlord may enter the Property by reasonable means at reasonable times without notice to:

- A. inspect the Property for condition;
- B. make repairs;

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Initialed for identification by Tenants: Jed and Landlord: Jed

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- C. show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. exercise a contractual or statutory lien;
- E. leave written notices; or
- F. seize nonexempt property after default.

16. KEYBOX AUTHORIZATION:

- A. NOTICE: A keybox is a locked container in which a key to the Property is placed. The keybox may be placed on the Property and opened with a special key, combination, or electronic card. Keyboxes make it more convenient for the Property to be shown or repaired. All persons who have the special keys, combinations, or cards may have access to the Property. The use of a keybox involves risk (such as unauthorized entry, property damage, or personal injury). If a keybox is authorized Tenant should: (i) safeguard and/or remove all jewelry and valuables; (ii) discuss advantages and disadvantages of the keybox with real estate professionals, insurance agents, or attorneys; and (iii) obtain personal property insurance. Check one:
- ☐ (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place a keybox with a key on the Property during the last _____ days of this Lease or any renewal.
- ☒ (2) Tenant does not authorize a keybox to be placed on the Property.
- B. If a keybox is authorized, Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of _____ as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and the required fee.
- C. Landlord, Landlord's property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by the negligence of Landlord, Landlord's property manager, or Landlord's broker. Tenant assumes all risk of any loss, damage, or injury.

17. **MOVE-IN CONDITION:** Tenant has inspected and accepts the Property AS IS except for conditions materially affecting the safety or health of ordinary persons or unless expressly noted otherwise in this Lease. Landlord has made no express or implied warranties as to the condition of the Property and no agreements have been made regarding future repairs unless specified in this Lease. Tenant will complete an Inventory and Condition Form, noting any defects or damages to the Property, and deliver it to Landlord within 48 hours after the Commencement Date. Tenant's failure to timely deliver the Inventory and Condition Form will be deemed as Tenant's acceptance of the Property in a clean and good condition. The Inventory and Condition Form is not a request for maintenance or repairs. Tenant must direct all requests for repairs in compliance with paragraph 20.

18. **MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:** Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property or belongings. If Tenant leaves any personal property or belongings in the Property after Tenant surrenders possession of the Property, all such personal property or belongings will be forfeited to and become the property of Landlord. "Surrender" means vacating the Property and returning all keys and access devices to Landlord.

19. PROPERTY MAINTENANCE:

- A. Tenant's General Responsibilities: Tenant, at Tenant's expense must:

- (1) keep the Property clean and sanitary;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) supply and change heating and air conditioning filters at least once a month;
- (4) supply and replace light bulbs and smoke detector batteries;
- (5) promptly eliminate any dangerous condition on the Property caused by Tenant or Tenant's guests;
- (6) take precautions to prevent broken water pipes due to freezing;
- (7) replace any lost or misplaced keys;
- (8) pay any periodic, preventive, or additional extermination costs desired by Tenant; and
- (9) promptly notify Landlord of all needed repairs.

- B. Yard Maintenance: ☐ Landlord ☒ Tenant is responsible for all yard maintenance and will use reasonable diligence in maintaining the yard. "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association. "Yard Maintenance" means such things as, but is not limited to mowing, fertilizing, trimming, and control of yard pests. Landlord, at Landlord's discretion, will be responsible for treatment for

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File Name: DS

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wood-destroying insects, if any. If Landlord maintains the yard, Tenant will permit Landlord and Landlord's contractors reasonable access to all parts of the yard and will remove any pet from the yard at appropriate times. Tenant will water the yard at reasonable and appropriate times.

C Pool or Spa Maintenance: ☐ Landlord ☐ Tenant is responsible for all pool or spa maintenance and will use reasonable diligence in maintaining the pool or spa. "Pool or spa maintenance" means cleaning, sweeping, and applying appropriate chemicals. Tenant will maintain proper water heights in the pool or spa. If Landlord maintains the pool or spa, Tenant will permit Landlord and Landlord's contractors reasonable access to the pool or spa and will remove any pet in the yard in which the pool or spa is located at appropriate times.

D Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may NOT:

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in steeptrock and grooves in paneling;
- (4) permit any water furniture on the Property;
- (5) install new or additional telephone or television cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) replace or remove carpet, paint, or wallpaper;
- (7) install or change any fixture;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or cancelled or any premiums to be increased;
- (9) dispose of any environmentally detrimental substance (e.g., motor oil or radiator fluid) on the Property;
- (10) cause or allow any mechanic's or materialmen's lien to be filed against any portion of the Property or Tenant's interest in this Lease.

20. REPAIRS:

A. Repairs to be Paid by Tenant: Tenant will pay Landlord or any repairman Landlord directs Tenant to pay the cost to repair:

- (1) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant;
- (2) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the property;
- (3) damage to doors, windows, or screens; and
- (4) damage from windows or doors left open.

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B. Repairs to be Paid by Landlord: Landlord will pay the cost to repair:

- (1) a condition caused by the Landlord or the negligence of the Landlord;
- (2) wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment; and
- (3) a condition that is not Tenant's obligation to pay under paragraph 20A and that adversely affects the health or safety of an ordinary tenant.

C. Items Not to be Repaired: Landlord does not warrant and will not repair or replace the following:

D. All other repairs: Except for repairs under paragraphs 20A, 20B, and 20C, Tenant will pay Landlord or any repairman Landlord directs Tenant to pay, the first \$100.00 of the cost to repair any condition in need of repair, and Landlord will pay the remainder.

E. Repair Requests and Completion of Repairs: Subchapter B of Chapter 92 of the Texas Property Code governs the rights and obligations of the parties regarding repairs. All requests for repairs must be in writing and delivered to Landlord. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of repairmen, will be at Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code. Landlord may require advance payment of repairs for which Tenant is liable. If Tenant fails to promptly reimburse Landlord any repair costs that Tenant is obligated to pay, Tenant will be in default. If Tenant is delinquent in rent at the time the repair notices are given, Landlord is not obligated to make the repairs.

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- F. Trip Charges: If Landlord or a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant shall pay any trip charges incurred.

21. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

- A. Subchapter D of Chapter 92 of the Texas Property Code requires the Property to be equipped with certain types of locks and security devices and will govern the rights and obligations of the parties regarding security devices. "Security device" has the meaning assigned to that term in 92.151 of the Texas Property Code. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.
- B. If required by Subchapter D of Chapter 92 of the Texas Property Code, Landlord has rekeyed the security devices on the Property since the date the last tenant vacated the Property or will rekey the security devices no later than seven (7) days after Tenant moves into the Property.

22. SMOKE DETECTORS: Subchapter F of Chapter 92 of the Texas Property Code requires the Property to be equipped with smoke detectors in certain locations and will govern the rights and obligations of the parties regarding smoke detectors. Requests for additional installation, inspection, or repair of smoke detectors must be in writing. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under 92.2611 of the Texas Property Code.

23. LIABILITY: Unless caused by Landlord's negligence, Landlord is NOT responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by the negligence or by the improper use by Tenant, Tenant's guests, family, or occupants. NOTICE: Tenant should secure Tenant's own insurance coverage for protection against such liabilities and losses.

24. DEFAULT AND ACCELERATION OF RENTS: If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to timely pay all rents due under this Lease or otherwise fails to comply with this Lease, for any reason, Tenant will be in default and Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least three (3) days written notice. Notice may be by any means permitted by 24.005 of the Texas Property Code (such as mail, personal delivery, affixing notice to inside of main door). If Tenant breaches this Lease, all rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly. Unpaid rent and unpaid damages are reportable to credit reporting agencies. If Tenant breaches this Lease, Tenant will be liable for:

- A. any lost rent;
- B. Landlord's cost of reletting the Property including brokerage fees, advertising fees, and other fees necessary to relet the Property;
- C. repairs to the Property for use beyond normal wear and tear;
- D. all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
- E. all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges; and
- F. any other recovery to which Landlord may be entitled by law.

25. ABANDONMENT: If Tenant abandons the Property, Tenant will be in default. "Abandon" means Tenant fails to comply with any provision of this Lease and is absent from the Property for five (5) consecutive days.

26. HOLDOVER: If Tenant fails to vacate the Property on or before the Termination Date of this Lease or at the end of any renewal period, Tenant will pay rent for the holdover period and indemnify Landlord and/or prospective tenants for damages, including lost rent, lodging expenses, and attorneys' fees. In the event of holdover, Landlord at Landlord's option may extend this Lease up to one month by notifying Tenant, in writing. Rent for any holdover period will be two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

27. RESIDENTIAL LANDLORD'S LIEN: Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C of Chapter 54 of the Property Code governs the rights and obligations of the parties regarding Landlord's Lien. Landlord may collect a charge for

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packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of 54.046 of the Texas Property Code.

28. ASSIGNMENT AND SUBLETTING: Tenant may not assign or sublet the Property without Landlord's written consent. An assignment or subletting of the Property without Landlord's written consent is voidable by Landlord. Under no circumstances will Tenant be released from Tenant's obligations in this Lease by virtue of an assignment or sublease.

29. SUBORDINATION: This Lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:

- A. any lien or encumbrance now or hereafter placed on the Property by Landlord;
- B. all advances made under any such lien or encumbrance;
- C. the interest payable on any such lien or encumbrance;
- D. any and all renewals and extensions of any such lien or encumbrance;
- E. any restrictive covenant; and
- F. the rights of any owners' association affecting the Property.

NOTICE: Landlord's broker or any other broker to this transaction has NOT received any notice nor has any knowledge that Landlord is delinquent in payment of any lien against the Property or that the Property is posted for foreclosure.

30. CASUALTY LOSS OR CONDEMNATION: Section 92.064 of the Texas Property Code governs the rights and obligations of the parties regarding any casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be the sole property of Landlord. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

31. MILITARY: If Tenant is or becomes a member of the Armed Forces on active duty and receives change of station orders to leave the county in which the Property is located and Tenant is not in default of this Lease, Tenant may terminate this Lease by giving Landlord thirty (30) days written notice and a certified copy of the military orders. Military orders authorizing base housing do not constitute grounds for termination unless specifically waived.

32. SPECIAL PROVISIONS:

1. The landlord agrees to allow Tenant to operate an EMS station from this location.
2. Rent will be prorated to coincide with closing date of the sale of property to the City of Leander.
3. A Purchase Order will be given to Landlord at lease signing. An invoice will be provided to Tenant to submit to County Auditor for payment.

33. ATTORNEY'S FEE: 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, attorney's fees, and all other costs of litigation from the nonprevailing party.

34. REPRESENTATIONS: Tenant's statements in this Lease and any Application for Rental are material representations relied upon by Landlord. Each party signing this Lease states that he or she is of legal age to enter into a binding contract. If Tenant makes any misrepresentation in this Lease or in any Application for Rental, Tenant is in default.

35. ADDENDA: Incorporated into this Lease are the following addenda or other information:

- ☐ A. Addendum Regarding Lead-Based Paint;
- ☐ B. Landlord's Rules and Regulations or Instructions;
- ☐ C. Owners' Association Rules;
- ☐ D. Pet Agreement;
- ☐ E. Application for Rental;
- ☐ F. Lease Guaranty;
- ☐ G. Agreement Between Brokers;
- ☐ H. Inventory and Condition Form;
- ☐ I. (Other) _____

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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 to this Lease 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 the 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 executing this Lease.
- D. **Controlling Law:** The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.
- E. **Severable Clauses:** Should any clause in this Lease be 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 past delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed to be a waiver of any other breach by Tenant or any other term, condition, or covenant in this Lease.

37. NOTICES: All notices under this Lease must be delivered to Tenant at the Property address and to Landlord or Landlord's representative at:

- ☐ A. the address specified in paragraph 5(c);
- ☒ B. P.O. Box 273 Georgetown, TX 78627

The terms of this Lease are negotiable among the parties. This is intended to be a legal agreement binding upon final acceptance. **READ IT CAREFULLY.** If you do not understand the effect of this Lease, consult your attorney **BEFORE** signing.

[Signature]
Landlord _____ Date _____

Williamson County
by *[Signature]* 7-29-98
Tenant _____ Date _____

Landlord _____ Date _____

Tenant _____ Date _____

By _____
as _____ for Landlord

Tenant _____ Date _____

Tenant _____ Date _____

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

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AGENDA ITEM # 20

July 28, 1998

VOL.99, pg.194

Hold public hearing on Resubdivision of Lot 36 in Whitetail Subdivision.

At 10:40 a.m. Judge Doerfler announced public hearing open.

County Engineer Joe England advised this property is located west of Georgetown on Farm-to-Market 2243 and the proposed plan meets the county requirements. Mr. England had received a letter from the Whitetail Subdivision Architectural Control Committee approving the resubdivision.

An area resident advised there was no public water supply and drilling a water well could be very expensive.

At 10:48 a.m. Judge Doerfler closed the public hearing.

AGENDA ITEM # 21

July 28, 1998

VOL.99, pg.194

Consider approving Resubdivision of Lot 36 in Whitetail Subdivision.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve the Resubdivision of Lot 36 in Whitetail Subdivision with a note on the plat stating there is no public water supply available at this time.

Vote: Motion carried 5 - 0

AGENDA ITEM # 22

July 28, 1998

Consider setting date for public hearing on county ad valorem tax rate and FM and LR tax rate.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To authorize Deborah Hunt Tax Assessor-Collector to advertise 10:15 a.m. on August 18, 1998 for public hearing on county ad valorem tax rate and FM and LR tax rate.

Vote: Motion carried 5 - 0

AGENDA ITEM # 23

July 28, 1998

Consider setting date for public hearing to adopt the county tax rate.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To authorize Deborah Hunt Tax Assessor-Collector to advertise 10 o'clock a.m. on September 1, 1998, to adopt the county tax rate.

Vote: Motion carried 5 - 0

AGENDA ITEM # 24

July 28, 1998

Consider setting date for public hearing on adoption of county budget.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To authorize Jane Tableriou to advertise 10:30 a.m. on August 25, 1998 for public hearing on adoption of county budget.

Vote: Motion carried 5 - 0

AGENDA ITEM # 25

July 28, 1998

Discuss and take appropriate action on 1999 employer contribution rate and plan options from TCDRS.

No action was taken on this agenda item.