

AGENDA ITEM # 22

October 6, 1998

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Discuss and take appropriate action on lease agreement with YMCA for office space in Cedar Park Annex.

Wade Todd discussed and answered questions on YMCA lease agreement for 1,078 square feet (being Suite 208) in the Williamson County Cedar Park Annex located at 350 Discovery Boulevard, Cedar Park for a period of five (5) years.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve lease after clarification of 90 days prior to termination issue (Term 4.) at \$805.68 month with \$250.00 per month credit for managing, maintaining and operating the fifty (50) acre county park for total actual cash to Williamson County of \$555.68

Vote: 4 - 0 with Commissioner Heiligenstein abstaining from the vote.

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## LEASE AGREEMENT

This Agreement, entered into by and between Williamson County, Texas, a body corporate and politic of the State of Texas ("Landlord"), and the YMCA of Greater Williamson County ("Tenant").

### WITNESSETH

1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord certain office space, being Suite 208 in the Williams County Cedar Park Annex located at 350 Discovery Boulevard, Cedar Park, Texas ("Leased Premises"). The Leased Premises shall include 1078 square feet of office space and the right to use parking spaces and common areas associated with the Annex.

### Term

2. This lease shall be in effect for a primary term of five (5) years, commencing on October 1, 1998 and terminating on September 30, 2004.
3. If Tenant is not in default of any provisions of this lease, Tenant shall have the option of extending this lease for an additional five (5) year extended term at a rental rate to be negotiated. If Tenant desires to exercise this option, Tenant shall give written notification that the option will be exercised no later than sixty (60) days prior to the expiration of the primary lease term.
4. Either party to this lease may terminate the lease by providing written notice to the other party not less than ninety (90) days prior to the termination date. In addition, Tenant acknowledges that Landlord, as a political subdivision of Texas, cannot be responsible for any future changes in state or federal law that might modify or void this lease without notice. *rewrite this jcc*
5. If at any time during the lease term the Leased Premises or any portion of the building shall be damaged or destroyed by fire or other casualty, then Landlord shall have the election to terminate the lease or to repair and reconstruct the Leased Premises to the condition in which they existed immediately prior to such damage or destruction.

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6. Upon expiration of the lease, Tenant will return possession of the Leased Premises in its present condition, reasonable wear and tear excepted. Tenant shall commit no waste to the Leased Premises.

**Payment**

7. Tenant shall pay Landlord a monthly rent of \$555.68 during the primary term (but see Paragraph 15).
8. Payment of rent shall be made in advance by the 10<sup>th</sup> day of each month. Time is of the essence in this lease.

**Finish-out and Maintenance**

9. Landlord shall pay for all modifications and finish-out of the Leased Premises. Tenant shall provide Landlord plans or a description of the modification and finish-out, and obtain Landlord's written approval before commencing any work, which approval shall not be unreasonably withheld.
10. Landlord shall be responsible for maintaining the roof, ground, outside surface, and common areas of the Annex, and Tenant shall be responsible for internal maintenance and cleaning of the Leased Premises.

**Use of Premises**

11. Tenant shall use the Leased Premises for office space and other uses consistent with the transaction of Association business. Tenant shall not conduct any business deemed hazardous, a nuisance, or requiring an increase in Landlord's insurance premiums.
12. Tenant shall comply with all building zoning and health codes and other applicable laws for said Leased Premises.
13. Tenant shall not assign or sub-let or allow any other person to occupy the Leased Premises without Landlord's prior written consent.

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**Cedar Park Lease**

14. Tenant shall have the right to erect appropriate signage on the Leased Premises and outside the Annex after obtaining Landlord's written approval for the specific signage desired, which approval shall not be unreasonably withheld.
15. Tenant has previously entered into an agreement to manage, maintain, and operate the fifty (50) acre County Park. In return for these duties, Tenant shall receive a \$250.00 credit towards the fair market value of the lease, which is agreed to be \$805.68 per month. This is the basis for the \$555.68 rent in Paragraph 7. This credit amount shall be reviewed by the parties after the first quarter of the lease, and may be subject to modification at that time. If the parties cannot agree on an appropriate credit amount, the lease will terminate at that time.

**Liability**

16. Tenant agrees to indemnify and save Landlord harmless from all claims(including costs of defending against such claims) arising or alleged to arise from any act of omission of Tenant or Tenant's agents, employees, contractors, customers, or invitees, or arising from any injury or damage to any person or the property of any person occurring during the term of this lease in the Leased Premises. Tenant agrees to use and occupy the Leased Premises at its own risk and hereby releases Landlord, its agents and employees, from all claims for any damage or injury to the full extent permitted by law. Prior to occupancy, Tenant will inspect the Leased Premises and provide a list of reasonable corrections or accept it in its then-current condition. No party shall have any right or claim against Landlord, its agents or employees for bodily injury or property damage (whether caused by negligence or the condition of the Leased Premises) by way of subrogation or assignment, Tenant hereby waiving any such right. Tenant has been advised to obtain insurance in amounts sufficient to protect Tenant from liability claims (whether grounded on negligence or a premises defect within the Leased Premises) and loss by fire, theft, or other casualty.

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**Cedar Park Lease****Breach**

17. If Tenant fails to pay the rent specified by this lease or fails to perform Tenant's other obligations specified in this lease (hereinafter referred to as Breach), Landlord shall have full right to terminate this lease and re-enter and claim possession of the Leased Premises, in addition to other remedies available to Landlord arising from said Breach. For purposes of security, Tenant grants Landlord a lien on all the personal property of Tenant that may be situated within the Leased Premises or elsewhere on County property and agrees that Landlord may seize all such property found should Landlord be forced to re-enter and claim possession. In the event Landlord elects to terminate the lease by reason of a material breach, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord the sum of all rent and other indebtedness accrued at the date of such termination, plus, as damages, an amount equal to the lesser of (a) \$1,000.00 or (b) the rent for the remaining portion of the current (primary or extended) lease term plus reasonable expenses (including legal fees) incurred by the Landlord in enforcing Landlord's remedies and in repairing the Leased Premises.

**General Provisions**

18. This lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
19. This lease shall be construed under the laws of the State of Texas. Exclusive venue for any legal proceeding in connection with this lease shall be in Williamson County, Texas.
20. The provisions of this lease are declared severable, and in the event that any provision should be determined invalid or unenforceable, all other provision shall remain in full force and effect to the maximum extent practicable.

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Cedar Park Lease

IN TESTIMONY WHEREOF, the parties to this agreement have hereunto set their hands in duplicate this 6th day of October, 1998.

YMCA OF GREATER  
WILLIAMSON COUNTY

COUNTY OF WILLIAMSON  
OF THE STATE OF TEXAS

By: \_\_\_\_\_  
Wade Todd, President/CEO

By: John C. Doerfler 10-6-98  
John C. Doerfler, County Judge

ATTEST:

ATTEST:

\_\_\_\_\_

Nancy E. Rister  
Nancy E. Rister

Title: \_\_\_\_\_

Williamson, County Clerk

# Conflict Affidavit

County of Williamson

State of Texas



Know All Men By These Presents

That before me, the undersigned Notary Public of Texas, personally appeared MIKE HEILIGENSTEIN, who swore or affirmed by personal knowledge that the following statement is true and correct:

"(1) I am a local public official, as defined in Chapter 171, Texas Local Government Code, being the COUNTY COMMISSIONER, PRECINCT 1 of Williamson County, Texas.

"(2) I have a substantial interest in the following business entity or real property which might be affected by a vote or decision involving it:

YMCA of Williamson County  
(no economic activity or financial interest)

"(3) The nature and extent of my interest is as follows: \_\_\_\_\_

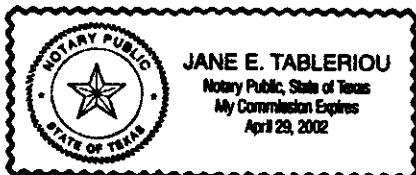
\* Serve on board of directors of  
Point Rock Local.

★ "(4) I will therefore abstain from further participation in the matter unless specifically permitted to do so by Chapter 171 of the Texas Local Government Code."

MIKE HEILIGENSTEIN Mike Heiligenstein  
COUNTY COMMISSIONER, WILLAMSON Co.  
(Typed or Printed Name & Title of Official)

Subscribed and sworn to before me on October 7, 1998.

Jane E. Tableriou  
Notary Public





Discuss and take appropriate action on hiring firm to do environmental assessment on Allen tract.

Commissioner Heiligenstein requested this agenda item be tabled.

Consider noting two (2) green file cabinets transferred to auction on 9-29-98 agenda should now be transferred to Unified Road System.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To note two (2) green file cabinets transferred to auction on 9-29-98 agenda should now be transferred to Unified Road System.

Vote: Motion carried 5 - 0

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