



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 South Austin Ave
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

REQUEST FOR PROPOSAL

LEASE OF COMMERCIAL PROPERTY AT 1401 HWY 183, LEANDER, TEXAS 78641

PROPOSAL NUMBER: 15RFP122

PROPOSALS MUST BE RECEIVED AT OR BEFORE: April 28, 2015 3:00 PM

PROPOSALS WILL BE PUBLICLY OPENED: April 28, 2015 3:00 PM

Williamson County seeks a qualified renter to lease the property located at 1401 HWY 183, Leander, Texas 78641 (Baker Estates, Lot B1 pt. and being 1.405 acres more or less), which is further depicted by the overhead image set out in Attachment "1" of this RFP (the "Leased Premises").

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department at or before **3:00 PM** on **April 28, 2015**. Proposals will be publicly opened at **3:00 PM** or soon thereafter in the Williamson County Purchasing Department.

METHODS: Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Connie Singleton, 901 S Austin Ave, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

SUBMITTAL: One (1) original proposal and one (1) copy should be submitted and consist of the COMPLETED AND SIGNED Proposal Form and any other required documentation. **All copies should have the same attachments as the original.**

SEALED: All proposals should be received in a sealed envelope with the proposal name and number clearly marked on the outside. If an overnight delivery service is used, the proposal name and number should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires proposer to supply with this proposal a list of at least three (3) references the proposer has leased property from in the past. If proposer is unable to provide at least three (3) such references, proposer shall inform Williamson County of such inability and proposer shall include as many references as can be provided. For each reference, include name of reference, address, telephone number and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals should be submitted on the forms provided in this Request for Proposal. Changes to forms made by proposer may disqualify their proposal.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

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RESPONSIBILITY: It is expected that a prospective proposer will be able to affirmatively demonstrate proposer's responsibility. A prospective proposer should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required lease payment, terms and conditions;
- c) be otherwise qualified and eligible to receive an award of the lease being offered.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

AWARD

SIXTY DAYS: Awards should be made within approximately sixty (60) days after the proposal opening date. Results of this RFP and proposal documents may be obtained by visiting the county Bid Portal: <http://wilco-online.org/ebids/bids.aspx>

REJECTION OR ACCEPTANCE:

It is understood that the Commissioners' Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all property covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

CONTRACT/LEASE AGREEMENT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer shall be required to sign the lease agreement, which is attached hereto and titled Commercial Lease Agreement. If, after the proposer executes the Commercial Lease Agreement, there is a conflict between the terms and conditions of this RFP and the Commercial Lease Agreement, the terms and conditions of the Commercial Lease Agreement shall control.

CONTRACT ADMINISTRATION: Under the Commercial Lease Agreement, **Gary Wilson**, Williamson County Facilities Director, (512) 943-1599, shall be the lease administrator and manager with the designated responsibility to ensure compliance with the requirements of the Commercial Lease Agreement, such as but not limited to, acceptance, inspection and delivery. The said lease administrator and manager will serve as liaison between Williamson County Commissioners Court and the successful proposer.

CONTRACT PERIOD: The earliest date that the Initial Term of the Commercial Lease Agreement shall commence will be a date within sixty (60) days after the proposal opening date, and it shall continue for five (5) years thereafter ("Initial Term"). The Commercial Lease Agreement may be extended as described and set forth under "EXTENSION TERM" below.

EXTENSION TERM: On or before the termination date of the Initial Lease Term and provided the Lessee/Successful Proposer wishes to extend the Commercial Lease Agreement, the Williamson County Commissioners Court reserves the right, at its sole discretion, to agree to extend the Commercial Lease Agreement, for an additional Five (5) year term as it deems in the best interest of Williamson County. In the event the Williamson County Commissioners Court agrees to extend the Commercial Lease Agreement, the Five (5) year Extension Term shall begin on the expiration of the Initial Term. All terms, covenants, and provisions of the Commercial Lease Agreement shall apply to any such Extension Term. The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of Ten (10) years. The County and the proposer agree that termination shall be the proposer's sole remedy if the Williamson County Commissioners Court decides not to extend the Commercial Lease Agreement for additional term(s), as set forth above.

PROPOSAL CONTACTS

Any questions, clarifications or requests for general information should be directed to:

TECHNICAL CONTACT:

Gary Wilson
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Email: gwilson@wilco.org

PURCHASING CONTACT:

Connie Singleton, Purchasing Specialist
901 South Austin Ave
Georgetown, TX 78626
Phone: (512) 943-1553
Fax: (512) 943-1575
Email: csingleton@wilco.org

MISCELLANEOUS

RENTAL AMOUNT: The proposed monthly rental amount must be good until the end of the Initial Term. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a lease for the period implied or expressly stated in the highest and best proposal.

PAYMENT OF TAXES: **On the First (1st) day of each month during the Initial Term and any Extension Term thereafter, the Successful Proposer/Lessee must pay to County, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated real property taxes as calculated by County (prorated for any partial month), as more fully described in the Commercial Lease Agreement.**

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

PAYMENT: Unless otherwise approved or agreed to by Williamson County, complete rental payments will be made per month in advance on the First (1st) day of each calendar month, as more fully set forth in the Commercial Lease Agreement.

Payments must be in accordance with the terms of the Commercial Lease Agreement.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006, Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement must be completed, signed, and submitted with your Proposal.

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this response, all documentation required by this request for proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR CAUSE: Williamson County reserves the right to terminate any contract resulting from this RFP and/or the Commercial Lease Agreement in the event of proposer's breach or default.

VOLUNTARY TERMINATION/TERMINATION FOR CONVENIENCE: The Successful Proposer/Lessee may terminate any contract resulting from this RFP, if any, and/or the Commercial Lease Agreement, without cause or liability, upon giving One Hundred Eighty (180) days written notice to Williamson County. Upon Successful Proposer/Lessee's termination pursuant to this provision, the Successful Proposer/Lessee shall surrender the Leased Premises peaceably to Williamson County in the state required under the Commercial Lease Agreement. It is understood and agreed that all amounts due Williamson County as of and including the date of termination, will be immediately due and payable on the date of the Successful Proposer/Lessee's surrender of the Leased Premises. Williamson County may terminate any contract resulting from this RFP and/or the Commercial Lease Agreement, without cause or liability, upon giving Two (2) year's written notice to the Successful Proposer/Lessee. Upon Williamson County's termination pursuant to this provision, Successful Proposer/Lessee will surrender the Leased Premises peaceably to the Williamson County in the state required under the Commercial Lease Agreement. It is understood and agreed that all amounts due Williamson County as of and including the date of termination, will be immediately due and payable on the date of Successful Proposer/Lessee's surrender of the Leased Premises.

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REMEDIES FOR DEFAULT: In the event of breach or default of any contract resulting from this RFP, if any, and/or the Commercial Lease Agreement, Williamson County reserves the right to enforce the performance thereof in any manner prescribed by law and/or in any manner set forth herein or in the Commercial Lease Agreement.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

LIMITATIONS OF WARRANTIES. WILLIAMSON COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES BEING OFFERED FOR LEASE (THE “LEASED PREMISES”), INCLUDING, WITHOUT LIMITATION, STRUCTURES ON THE LEASED PREMISES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH A LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES. BY RESPONDING TO THIS REQUEST FOR PROPOSALS, THE PROPOSER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, HE/SHE/IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY WILLIAMSON COUNTY. THE PROPOSER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT WILLIAMSON COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

THE LEASED PREMISES WAS PURCHASED BY WILLIAMSON COUNTY AS A PART OF A ROADWAY EXPANSION PROJECT. WILLIAMSON COUNTY HAS NOT MAINTAINED THE LEASED PREMISES AND IT HAS BEEN VACANT AND ABANDONED FOR A LONG PERIOD OF TIME.

PROPOSER FURTHER ACKNOWLEDGES AND AGREES, BY RESPONDING TO THIS REQUEST FOR PROPOSALS, THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN **“AS IS, WHERE IS”** **CONDITION AND BASIS “WITH ALL FAULTS”**. PROPOSER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THE COMMERCIAL LEASE AGREEMENT.

INSURANCE: As required by the terms of the Commercial Lease Agreement, at all times during any term of the Commercial Lease Agreement, at proposer's sole cost, proposer must provide a comprehensive public liability insurance policy protecting Williamson County against all claims or demands that may arise or be claimed on account of proposer's use of the Leased Premises, in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to

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engage in the business of general liability insurance in the state of Texas, and name Williamson County as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Proposer shall deliver to Williamson County annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Proposer further agrees to maintain at all times during any term of the Commercial Lease Agreement, at proposer's cost, broad coverage fire and casualty insurance on its property and to provide Williamson County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Proposer's property will not be covered by any hazard insurance that may be carried by Williamson County. The proposer assumes the risk of loss on all contents of the Leased Premises owned by the proposer, excluding the building structures and improvements owned by the Lessor.

Proposer shall, within Ten (10) calendar days from the execution of the Commercial Lease Agreement, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Williamson County thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by proposer and shall be for a period of at least One (1) year.

Proposer further agrees that he/she/it shall provide or require any construction contractor that is to perform services on the Leased Premises insurance coverages in the minimum amounts as set out in the Commercial Lease Agreement.

INSPECTION OF PROPERTY: As set out herein above, THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". Proposers are encouraged to inspect the property being offered for lease under this Request for Proposals prior to submitting a proposal. Please contact the Technical Contact referenced above to schedule a time to inspect the property.

ALTERATIONS AND IMPROVEMENTS BY SUCCESSFUL PROPOSER/LESSEE: Williamson County agrees that the Successful Proposer/Lessee may make any such exterior or interior alterations or improvements to the Leased Premises as Lessee may deem desirable for the permitted use of the Leased Premises at Lessee's option, sole expense and without cost to Lessor at any time during the Initial Term or any Extension Term; provided, however, Lessee shall comply with the requirements relating to such alterations and improvements as set forth in the Commercial Lease Agreement.

UTILITY FACILITIES AND SERVICES: Proposer hereby acknowledges and understands that utility facilities either do not exist or they are not in operable condition as of the date of this RFP and that the Successful Proposer/Lessee shall solely bear all expenses that may be necessary to acquire such utilities and related facilities to the Leased Premises. Furthermore, the Successful Proposer/Lessee shall be responsible for arranging and paying for all utility facilities and services required in and to the Leased Premises since no utilities or utility facilities will be provided by Williamson County. Such utility facilities and services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. The Successful Proposer/Lessee must pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities and utility facilities to the Leased Premises. The Successful Proposer/Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Successful Proposer/Lessee fails to keep said utilities on during any term of the Commercial Lease Agreement, the Successful Proposer/Lessee shall be deemed to be in default of the Commercial Lease Agreement.

Other Provisions:

1. The parties agree and understand that Williamson County, as a governmental entity, cannot enter into long-term contracts or lease agreements, without accepting competitive proposals.

PROPOSAL SPECIFICATIONS

Williamson County seeks a qualified renter to lease the commercial property located at 1401 HWY 183, Leander, Texas 78641 (Baker Estates, Lot B1 pt. and being 1.405 acres more or less), which is further depicted by the overhead image set out in Attachment "1" of this RFP (the "Leased Premises").

All proposals will be reviewed and ranked by Williamson County staff. An oral interview may be held if Williamson County determines such interview is necessary. The staff will make its recommendation to the Williamson County Commissioners Court, which may award a property lease to the overall best proposer.

Selection Process

The selection of the best proposal will be accomplished through a two-step process by Williamson County:

1. Selection of the most qualified party will be based upon the best overall mix of **Six (6) Submission Requirements**. These Submission Requirements make up the Proposal and are listed herein below. In addition, each proposer must turn in the **Williamson County Conflict of Interest Statement** and the **Williamson County Proposal Form**, which are both attached below, with your Proposal.
2. The proposer that is selected as submitting the best proposal will be informed of such selection and must thereafter execute the attached Commercial Lease Agreement in its unmodified form. If such proposer refuses to execute the attached Commercial Lease Agreement within Seven (7) days following Williamson County's selection of said proposer or if such proposer otherwise refuses to comply with his/her/its proposal hereunder, Williamson County may select the party chosen as the next most qualified proposer and so on until the attached Commercial Lease Agreement is executed.

Submission and Evaluation Requirements

Interested and qualified parties are invited to submit information that demonstrates their leasing experience and business information. Proposal documentation should be limited to twelve (12) single-sided pages, 12pt font, and should include the following information:

1. Proposed rental price per month payable to Williamson County. **15 Points**
2. Any alterations and improvements that you intend to make to the Leased Premises. **15 Points**
3. Three (3) Leasing References with contact names, addresses, and phone numbers (If proposer is unable to provide at least three (3) such references, proposer shall inform Williamson County of such inability and proposer shall include as many leasing references as he/she/it can provide). **20 Points**
4. How do you intend to use the Leased Premises? **15 Points**
5. How long has you, your company or organization been in business? **15 Points**
6. What would be your hours of operation at the Leased Premises? **10 Points**
7. Any additional information that you believe would be of interest to Williamson County in relation to your proposal. **10 Points**

COMMERCIAL LEASE AGREEMENT

The successful proposer shall be required to execute the attached Commercial Lease Agreement at Williamson County's offices in Georgetown, Texas within Seven (7) days after the proposal award. Said Commercial Lease Agreement shall be in the same form as the lease attached herein below. The only anticipated changes in the Commercial Lease Agreement will be to include additional exhibits, to fill in blanks to identify the lessee, and terms relating to the rent and taxes, or to revise the Commercial Lease Agreement to accommodate corrections or changes pursuant to addenda issued. **Because the signed Commercial Lease Agreement will be substantively and substantially derived from the attached lease, each proposer is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached Commercial Lease Agreement before submitting a proposal.** Again, the attached Commercial Lease Agreement contains important legal provisions and is considered part and parcel of this Request for Proposal. Failure or refusal to sign aforesaid Commercial Lease Agreement, within the above referenced time period, shall be grounds for Williamson County to revoke any award which has been issued and select another proposer.



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:
Name of Company:
Date:
Signature of person submitting form:

Notarized:

Sworn and subscribed before me by: _____ on _____ (date)

**WILLIAMSON COUNTY PROPOSAL FORM
LEASE OF BELFORD SQUARE PROPERTY AT
1401 HWY 183, Leander, TX**

PROPOSAL NUMBER: 15RFP122

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

PROPERTY	PROPOSED RENT PER MONTH
1401 HWY 183, Leander, TX	\$

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s), as well as the terms and conditions of the Commercial Lease Agreement. By signing below, you have read the entire document and the Commercial Lease Agreement and have agreed to the terms therein.

Signature of Person Authorized to Sign Proposal

Date : _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

Attachment "1"



COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is made between **Williamson County**, a political subdivision of the State of Texas, hereafter called "Lessor", and _____, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial property: That certain property designated as 1401 HWY 183, Leander, Texas 78641 (Baker Estates, Lot B1 pt. and being 1.405 acres more or less) and is further depicted by the overhead image set out in Exhibit "A", which is attached hereto and incorporated herein (the "Leased Premises").

1. TERMS OF LEASE.

A. **Initial Term.** The initial term of this Lease shall be a period of Five (5) years, commencing on _____, 20____ ("Commencement Date"), and ending at midnight on _____, 20____ (the "Initial Term").

B. **Extension Term.** On or before the termination date of the Initial Lease Term, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Lease, for an additional Five (5) year term as it deems in the best interest of Williamson County; provided that Lessee also wishes to extend this Lease. The Extension Term shall begin on the expiration of the Initial Term. All terms, covenants, and provisions of this Lease shall apply to such Extension Term. The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of Ten (10) years.

2. RENTAL.

A. **Rental for Initial Term.** In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor \$ _____ as rent for the Leased Premises, plus \$ _____ as additional rent for Lessee's One-Twelfth (1/12) payment of the estimated annual real property taxes for the Leased Premises, as set forth below. Payment of said amounts shall be made to Williamson County, Texas in care of: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

B. **Rent Adjustment for Extension Term(s).** Following the Initial Term, the rent

will be adjusted on the first day of the Extension Term, if any, (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the most recently published index number prior to the last month before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. NOT USED.

4. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Leased Premises. Included also shall be Lessee's share of all costs in contesting, rendering and otherwise adjusting the

Taxes.

1. **Payment of Taxes to Lessor:** On the First (1st) day of each month during the Initial Term and any Extension Term, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month). The estimated one-twelfth (1/12) monthly Tax payment for the first year of the Initial Term is set forth above in Section 2 (A.).

2. **Tax Statement; Deficiency or Offset of Tax Costs:** On or before January 31st of the Initial Term or any Extension Term of the Lease, Lessor shall furnish to Lessee a tax statement showing the total actual Tax costs for such Lease term and the total amount of Tax payments made by Lessee during such Lease term.
 - a. If Lessee's actual Tax costs exceeds the aggregate of Lessee's monthly payments made during the current year, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.
 - b. If Lessee's monthly payments exceed Lessee's actual Tax costs as shown on the statement, Lessee shall be entitled to offset the excess against payments thereafter becoming due for Lessee's actual Tax costs.
 - c. Lessee's rent payment shall be adjusted in the event the Taxes increase or decrease thereby causing the Lessee's actual Tax costs to change. Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31st.

3. **Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

4. Adjustment to Taxes; Contest of Taxes:

- a.** Lessee may, at its or their sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but only after Lessee, joining with Lessee in such contest have deposited with the Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and Lessee's share of the excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand Lessee's share (as among all lessees who participated in the contest) of all court costs, interests, penalties and other liabilities relating to such proceedings.
- b.** Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

5. ALTERATIONS, IMPROVEMENTS AND UTILITIES.

A. Alterations and Improvements by Lessee. Lessor agrees that Lessee may make any exterior or interior alterations or improvements to the Leased Premises as Lessee may deem desirable for the permitted use of the Leased Premises at Lessee's option, sole expense and without cost to Lessor at any time during the Initial Term or any Extension Term; provided, however, Lessee shall comply with the requirements set forth below in sections (i) through (v) below.

- i.** All work shall be completed in a lien-free manner; at a time and in a manner that does not unreasonably interfere with adjacent property owners; and in compliance with all applicable laws, ordinances and regulations. Lessee shall, at Lessee's expense, make any alterations or improvements to the Leased Premises that may be required, as set forth elsewhere in this Lease, in order to comply with ADA or other laws and which are necessitated by, or trigger as a result of, any alterations or improvements made by Lessee to the Leased Premises.
- ii.** Lessee shall submit to Lessor, at least thirty (30) days prior to the anticipated construction commencement date, copies of detailed working drawings, plans and specifications prepared for or on behalf of Lessee.

- iii. Any alterations or improvements which would affect any of the structural or load bearing elements of buildings on the Leased Premises, including the load bearing walls, foundation and structural supports; or increase the area of the Leased Premises by horizontal or vertical expansion, shall require the written approval of Lessor before the commencement of construction. Lessor shall have twenty (20) days after the detailed working drawings, plans and specifications have been submitted to Lessor within which to object or accept the proposed alterations or improvements. Any changes or corrections required by Lessor will be submitted to Lessee within the twenty (20) day period. If Lessor fails to object in writing to the proposed alterations or improvements within the twenty (20) day period, Lessor will be deemed to have accepted Lessee's proposed alterations or improvements. Any changes or corrections required by Lessor must be made and plans resubmitted to Lessor within twenty (20) days after the required corrections or changes have been noted. Lessor's failure to object to such resubmitted plans and specifications within twenty (20) days shall constitute Lessor's approval of the changes. However, notwithstanding any other provision to the contrary in this Lease, Lessee shall have the right to install in and on the Leased Premises (on its roof or wherever Lessee deems appropriate) any equipment without the prior written approval of Lessor so long as the installation of any such equipment is not in violation of any local or federal laws or regulations.
- iv. Lessee shall, prior to commencement of construction and at all times until completion of construction, maintain and furnish to Lessor or cause Lessee's construction contract to maintain and furnish proof of insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Lessor.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGES	PER OCCURRENCE
Comprehensive	

General Liability \$1,000,000
*(including premises,
completed operations
and contractual)*

Aggregate policy limits: \$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000

- e. Property damage PER PERSON PER OCCURRENCE
 \$1,000,000 \$1,000,000
Aggregate policy limits No aggregate limit

All policies provided by the Lessee must provide as follows:

- a. that the policy shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given to the Lessor;
 - b. the insurance shall be deemed primary with respect to any insurance or self insurance carried by Lessor;
 - c. that the Lessor, it officials, directors, employees, representatives, and volunteers are added as additional insured;
 - d. that the workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Lessor.
- v. Lessee agrees that it will not permit any mechanic's, materialmen's, or other liens to stand against the Leased Premises for work or materials furnished in connection with any such alterations, remodeling or improvements. Provided, however, that Lessee shall have the right to contest the validity of any such lien or claim, but upon a final determination of the validity thereof, Lessee shall immediately pay any judgment or decree rendered against Lessee, with all proper costs and charges, and shall cause any lien to be released of record without cost to Lessor. During the pendency of any such contest, Lessee shall, at Lessee's expense, take such action as may be necessary in order to preclude foreclosure or other enforcement of such lien and, upon request by Lessor, shall bond around such lien as provided in Section 53.171 *et. seq.* of the Texas Property Code.

B. Utility Facilities and Services. Lessee hereby acknowledges and understands that utility facilities either do not exist or they are not in operable condition as of the execution of this Lease and that Lessee shall solely bear all expenses that may be necessary to acquire such utilities and related facilities to the Leased Premises. Furthermore, Lessee shall be responsible for arranging and paying for all utility facilities and services required in and to the Leased Premises since no utilities or utility facilities will be provided by Lessor. Such utility facilities and services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities and utility facilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. INDEMNIFICATION AND INSURANCE.

A. INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'S EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LESSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE LEASED PREMISES OR IN CONNECTION WITH THE PERFORMANCE OF THIS LEASE. LESSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF LESSOR'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'S EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS LEASE OR LESSEE'S USE OF THE LEASED

PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LESSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

7. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a commercial for profit or non-profit business; to commit or permit no waste or

damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto and incorporated herein.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

E. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility

alterations”). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

H. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee’s discovery of items in need of repair.

I. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult’s and/or child’s parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by Lessor, Lessee shall repair, at Lessee’s sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees to be solely liable to such persons who are injured.

J. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American’s with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

K. Lessee agrees to maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

L. At Lessee's expense, Lessee shall construct and perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to terminate this Lease by written notice to Lessee.

10. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. VOLUNTARY TERMINATION. Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to Lessor. Upon Lessee's termination pursuant to this provision, Lessee shall surrender the Leased Premises peaceably to Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises. Lessor may terminate this Lease, without cause or liability, upon giving Two (2) year's written notice to Lessee. Upon Lessor's termination pursuant to this provision, Lessee will surrender the Leased Premises peaceably to Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

13. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

14. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

15. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

16. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

17. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40

C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE’S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

18. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

19. LESSOR’S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Lessor), shall serve as the Lessor’s lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners’ Court and the Lessee.

Lessor’s lease administrator and property manager contact information is as follows:

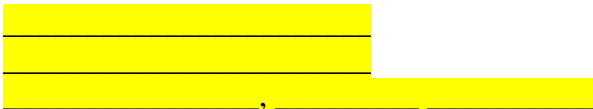
Gary Wilson (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Lessor is obligated to provided and perform under this Lease, Lessee shall contact:

Williamson County Facilities
James Whetston or Shirley Taylor (or successor)
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

20. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: 

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

21. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or

intent of the sections or articles of this Lease or affect this Lease in any way.

22. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

23. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

24. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

25. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

26. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

27. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

28. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed to be effective as of _____, 20____.

Signed, sealed, and delivered in our presence as:

LESSOR: WILLIAMSON COUNTY

By: _____
Judge Dan A. Gattis

LESSEE: _____

By: _____

Printed Name: _____

Representative
Capacity: _____

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

5. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons).

6. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

7. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Lessee shall cooperate with Lessor so that any common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

8. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

12. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

13. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Leased Premises herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Exhibit "A"

