



LEASE AGREEMENT

This Lease Agreement is made between United Way of Johnson County, Texas (hereinafter referred to as "Lessee") and Johnson County, Texas, a political subdivision of the State of Texas, with offices located at 2 Main Street, Room 120, Cleburne, Texas 76033 (hereinafter referred to as "Lessor").

- I. **Demise.** Lessor hereby demises, leases and lets to Lessee the premises located at 210 Featherston Street, Cleburne, Texas 76033 ("Premises"), more fully described as being a total of approximately 4,325 square feet, to use from January 12, 2015 (hereinafter referred to as the "Anniversary Date") for a term of **60 consecutive months.**
- II. **Lease Covenants.** Lessee hereby agrees:
- A. **Rent.** To pay **annual rental of One and No/100 Dollars (\$1.00)** to Lessor, Attention County Judge, 2 Main Street, Room 120, Cleburne, Texas 76033 due and payable at the time this Lease Agreement is executed, and thereafter payment is due on or before the Anniversary Date of the Lease Agreement.
 - B. **Use.** To use the Premises for the provision of professional services in accordance with all applicable regulations and rules of law, both State and Federal.
 - C. **Surrender.** To peaceably deliver possession of the Premises to the Lessor upon termination of this lease, subject to ordinary wear and tear.
 - D. **Maintenance and Repairs.** Lessee will give reasonable notice to Lessor in the event major repairs are necessary, and will provide a reasonable right of access to the Premises to Lessor in order to accomplish same. Lessee will maintain the Premises in a suitable manner during the term of this Lease, and will bear responsibility for minor repairs to the Premises.
 - E. **Utilities.** To reimburse Johnson County \$320.00 per month for the gas and water and electric utilities provided to the Facility.
 - F. **Telephone.** To provide at its sole cost, all necessary telephone services to the Premises.
 - G. **Janitorial.** To provide at its sole cost, all necessary janitorial services to the Premises.
 - H. **Taxes.** To remit all taxes that may be assessed against the Premises when such taxes become due. Any taxes assessed against the property owned by the Lessor will be the responsibility of the Lessee.
- III. **Lessor's Covenants.** Lessor hereby agrees:
- A. **Quite Enjoyment.** To afford the Lessee peaceable and quiet enjoyment of the Premises, and to prevent Lessee from being disturbed by any act of Lessor or any person claiming under

him/her, so long as Lessee is current in its performance of the covenants and obligations herein contained.

B. Right of Removal. That upon termination of this Lease, Lessor will permit Lessee a reasonable amount of time to remove any fixtures placed on the Premises by Lessee, provided Lessee will bear the cost of repair, if any, necessitated by such removal.

C. Notice of Sale. In the event of sale of the property by Lessor, Lessor shall provide in writing notice of said sale to Lessee. Further, Lessor agrees to provide to Lessee 90 days from the date of notice for Lessee to vacate premises.

IV. Power of Re-entry. Upon the event of effective termination for any reason as provided in Section V (five) herein, Lessee shall immediately surrender the Premises to Lessor and it shall be lawful in any such case for the Lessors or Lessor's designee or agent to re-enter upon the Premises.

V. Termination.

A. Notice. Either party may terminate this Lease upon thirty (30) days' prior written notice to the other party.

B. Destruction of Premises. If the Premises are damaged or destroyed by any casualty to the extent that repair or restoration is not economically reasonable, or impossible to complete in **ninety (90) days** following such casualty, either party may terminate this Lease by giving **fifteen (15) days'** written notice to the other party.

C. Condemnation. In the event the Premises or any part thereof is substantially taken or condemned by the operation of eminent domain or conveyance in lieu thereof, this Lease shall terminate on the earlier of: 1) the date the condemning authority takes possession, or 2) the date title vests in the condemning authority. All compensation awarded for the condemnation of the Premises shall be the sole property of the Lessor except that nothing herein shall operate to preclude the Lessee from prosecuting any claim directly against the condemning authority for losses sustained by the Lessee.

VI. Alterations: Lessor hereby reserves the right at any time and from time to time to make alterations or additions to the Building and Common Areas, but will not unreasonably interfere with Lessee's use of premises. Lessor shall have the right at any time and from time to time change the street address of the Building to change the name of the Building without incurring any liability to Lessee. Lessee shall not make any alterations, additions, or improvements to the Premises without the prior written consent of the Lessor, except the installation of unattached movable furniture and equipment which may be installed without drilling, cutting or otherwise defacing the Premises.

VII. Assignment. Lessee shall not, without prior written consent of the Lessor, assign or sublet this Lease or Premises in whole or part, which shall not be unreasonably withheld.

VIII. Interpretation and Governing Law: This Lease shall be construed and all of the rights, powers and liabilities of the parties shall be determined in accordance with the laws of the State of Texas. This Lease contains the entire understanding of the parties and supersedes all prior representations and statements between the parties whether oral or written. If any part of this lease shall be held void or unenforceable, such part shall be treated as severable, leaving valid the remainder of the Lease.

IX. Notice: All notices, requests, consents and other communications required by either party and permitted under this Lease shall be in writing and shall be hand delivered, telecommunicated or mailed by registered mail, and shall be valid on receipt.

X. **Insurance and Indemnity.** The parties shall obtain and maintain sufficient general liability and comprehensive insurance coverage on the Premises against risk of loss or damage to protect each party's respective interests and obligations pursuant to this Lease. Each party, subject to the Texas Tort Claims Act, shall indemnify and hold harmless the other party against liability of claim, demand, cost fee or expense arising from conduct attributable to the indemnifying party ("indemnitor"). The party claiming indemnification ("indemnatee") shall immediately notify the indemnitor in writing of any claim against the indemnitee by a third party for which indemnification is sought, and the indemnitor shall have the right to defend any such claim at its on discretion and expense.

IN WITNESS WHEREOF, intending to be legally bound, the Lessor and Lessee have caused their authorized representative to execute this Lease Agreement and have set their hand and seal on the date set forth below.

LESSOR:


Johnson County
Attn: Judge Roger Harmon
2 Main Street, Room 120
Cleburne, Texas 76033

By: 
Roger Harmon
County Judge

Date: 1/12/15

LESSEE:

United Way of Johnson County
Attn: Aly Engstrom
210 Featherston Street
Cleburne, Texas 76033

By: 
Name: ALY ALLEN ENGSTROM
Title: Executive Director

Date: 1-13-15