AGENDA ITEM
CA24

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: _____

Meeting Date: 7.27.2026

Submitted By: County Judge's Office

Department: _____

Signature of Elected Official/Department Head:

_____

Court Decision:
This section to be completed by County Judge's Office



7.27.2026

Description:

Consider and Approve Lease Agreement with United Way of Johnson County at 210 Featherston Street, Cleburne for a Two-Year Term Terminating July 31, 2028; with Authorization for County Judge to Sign-County Judge's Office

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☐ Action Item ☑ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☑ Purchasing ☑ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

LEASE AGREEMENT – 210 FEATHERSTON STREET

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 N. 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 total of approximately 4,325 square feet, to use for a term beginning **August 1, 2026** and terminating on **July 31, 2028**.

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 N. Main Street, Room 120, Cleburne, Texas 76033 due and payable at the time this Lease Agreement is executed.

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 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 Lessor the amount of **$400.00 per month** for the gas and water and electric utilities provided to the Facility. Payment must be made through the County's online payment system, Certified Payments. Lessee shall bear the cost of any processing fee or service charge for the payment.

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 herby agrees:

A. **Quite Enjoyment**. To afford the Lessee peaceable and quite 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 sixty (60) 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 herby 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 ("indemnitee") 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 own 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 Christopher Boedeker
2 N. Main Street, Room 120
Cleburne, Texas 76033

By: _____ Date: 7-27-24
Christopher Boedeker
County Judge

ATTEST:
_____
April Clerk, County Clerk

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

LESSEE:

United Way of Johnson County
Attn: Dr. Roderick Smith
210 Featherston Street
Cleburne, Texas 76033

By: _____ Date: 06/26/2026

Name: Roderick D. Smith, PhD

Title: President/CEO