



LEASE NO. 405-1688-E7E-GEORGETOWN

# STATE LEASE

(NEGOTIATED)

THE STATE OF TEXAS )

COUNTY OF TRAVIS )

## 1. PARTIES

This Agreement is made and entered into this 16<sup>TH</sup> day of FEBRUARY, 2000, by and between (a) LESSOR, WILLIAMSON COUNTY of WILLIAMSON County, TEXAS, USA and (b) LESSEE, STATE OF TEXAS

## 2. PROPERTY LEASED

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the following described property and premises, to wit:

4,380 square feet of net usable space, located in the

N/A Building, at

807 EAST 7TH [Street address], in

GEORGETOWN 78626 [City]

WILLIAMSON, County, Texas

Lessor also promises to furnish any and all requirements related to such property and premises as set out in all referenced attachments to this lease, all of which are incorporated herein by reference and made a part hereof for all purposes.

## 3. MONTHLY RENTAL

The Lessee agrees to pay Lessor TWO THOUSAND FOUR HUNDRED THIRTY THREE AND 37/100 Dollars (\$ 2,433.37) per month during the term of this lease. (All additions or deletions of net usable space to this lease shall be based upon a charge of 55.56 cents per square foot per month.) Lessor agrees to submit monthly statements for rent to the occupying state agency. The monthly rentals provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

## 4. TERM OF THE LEASE

The term of this lease shall be for 36 months commencing on the 1ST day of SEPTEMBER, 2000, and ending on the 31ST day of AUGUST, 2003, unless sooner terminated as hereinafter provided.

- (a) This lease contract is made and entered into in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, and is made contingent upon the continuation of federally funded programs, or upon the availability of state funds appropriated by the Legislature, to cover the full term and cost of this lease. In the event a curtailment of federally funded programs occurs, or in the event state appropriated funds are unavailable, the General Services Commission, hereinafter referred to as Commission, may assign another State agency to the space, or a part thereof, covered by this lease. Should the Commission be unable to find another State agency or agencies to fill, or partially fill the space, the Commission, upon written notice to the Lessor, either may terminate this lease, or adjust it in accordance with the provisions of this lease.

## 5. GENERAL TERMS AND CONDITIONS

- (a) Lessor further agrees that should the Lessee request additional space during the term of this lease, Lessor may furnish such space as is requested by the Lessee, if available, adjacent to space covered by this lease at a rental not more than the monthly cost per square foot shown in paragraph 3 above, and to be concurrent with the balance of the

*Handwritten notes:*  
 4/16/00  
 2 months  
 App 3 months. 5/16/00  
 5/16/00

period covered by this lease. If it is determined by the Commission that market conditions have changed since the start of this lease, or the start of any option period currently in effect, the monthly cost per square foot applicable to the space to be added may be adjusted to reflect present market conditions as agreed to by the Lessor and Lessee. The Lessor shall also furnish any and all services provided in this lease. The lease of additional space shall not be valid, however, unless evidenced in writing and signed by both parties.

- (b) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased property and improvements during the term of the lease; and to keep the leased premises, property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance to include, but is not limited to, the following services: Repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters.
- (c) It is further understood and agreed that if the Lessor does not maintain the premises and all appurtenances thereto, as heretofore specified, in reasonably good repair, reasonable wear and tear excepted, the Lessee shall notify the Lessor in writing in reference thereto by registered mail. If, within thirty (30) days after such notice has been mailed to the Lessor, said Lessor fails to take steps to remedy the grievances specified, the Lessee may take such actions in accordance with paragraph 5(n) below.
- (d) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to Lessee's normal governmental activity.
- (e) Lessor further covenants that it has good and sufficient title to the said premises, and has full power and authority to execute this lease and to place Lessee in possession of the premises in full satisfaction of and compliance with the terms and conditions herein. Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these premises not referred to herein or made a part hereof. Lessor warrants and defends unto Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence or authority to act in the capacity shown.
- (f) Lessor warrants that the operation of the Lessee on the demised premises is not in violation of any city ordinance or statute or any restriction imposed against the demised premises and that said Lessor will indemnify said Lessee for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.
- (g) Lessor hereby covenants and agrees that the Lessee may bring on the leased premises any and all equipment and improvements reasonably necessary for the efficient exercise of Lessee's governmental responsibilities. Any and all improvements which may have been made by the Lessee as shall be agreed to and adopted by the parties hereto shall become the property of the Lessee.
- (h) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed in accord with Lessor's applicable rules and regulations and in keeping with building decor. Any special requirements of Lessee contrary to the above must be stated in writing and made a part of this lease.
- (i) On termination of this lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all improvements, equipment, appliances or other property placed or owned by it thereon; and shall deliver up said premises and property to Lessor in as good order and condition as they now are, or may be put by the Lessor; provided, however, that reasonable use, ordinary wear and tear, depreciation, damages, or destruction by fire or the elements or unavoidable casualty and repairs, and replacements, for which the Lessor is obligated, are excepted.
- (j) If during the term of this lease, said premises, or any portion thereof, shall be condemned for any public purpose, either party hereto shall have the option of terminating and canceling this lease upon thirty (30) days notice to the other party of its election so to do

- (k) It is mutually agreed between the Lessor and the Lessee that if said building and premises shall, during the term of this lease or previous thereto, be slightly damaged by fire or any other cause or causes, the same shall be promptly repaired by the Lessor. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and premises be so damaged as to render said premises unfit for occupancy, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. If the Lessor has available under his control space which will meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions of this lease.
- (l) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein, but covenants and agrees that it will not assign or sublet all or any part of the leased premises to any private parties (persons or corporations).
- (m) In the event Lessee shall be in default in the payment of rentals or other charges hereunder or shall otherwise breach its covenants or obligations hereunder, and shall be and remain in default for a period of thirty (30) days after written notice from Lessor to it of such default. Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises and damages occasioned by such default.
- (n) In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice from Lessee to it of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, and in special cases urged by the occupying state agency, the Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected. If violations of this lease create an emergency situation and threaten the occupying agency's ability to use the premises, the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor. Such extraordinary remedies will only be undertaken in the best interest of the state when a move following termination would be highly disruptive to the occupying agency and detrimental to its statutory functions.
- (o) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.
- (p) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.
- (q) This lease shall be effective as of the date the Commission executes this lease contract to Lessor. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by both parties as identified below.
- (r) Lessee covenants and agrees to abide by any and all reasonable rules promulgated by Lessor for the proper operation of the subject demised property and surrounds; provided only that all rules promulgated subsequent to commencement of this lease be submitted to Lessee for consideration and comment at least thirty (30) days prior to implementation.

6. SPECIAL TERMS AND CONDITIONS [shall be listed here, and shall include but not be limited to: mutual cancellation clauses, provisions relating to performance bonds on new construction, special requirements peculiar to the occupying agency, and special requirements or conditions bid by the Lessor and accepted by the Commission prior to its award].

(a)

The Lessee shall pay all utility bills necessary for the proper operation of the duties performed by the Lessee.

(b)

The Lessee shall provide janitorial services for the space occupied.

(c)

Lessor shall provide off-street parking for 46 vehicles, 2 of which must meet handicapped accessibility requirements per "Attachment A" to this lease.

(d)

Lessor warrants, promises and represents that all building components, systems and services that are provided as a result of entering into this lease, whether specifically required by the lease or not, shall be year 2000 compliant. "Building components, systems and services" shall include, but not be limited to: heating, ventilation and air conditioning; electrical; plumbing; lighting; sprinkler; elevator; security; automatic door and gate opening, closing and locking; card or keypad access or control; fire and smoke alarm, detection and reporting; telephone; computer automation; monitoring; and other building related components, systems and services. "Year 2000 compliant" shall mean that all building components, systems and services shall operate accurately and in the manner intended as they relate to date related operations when given a valid date containing century, year, month and day.

(e)

This lease shall comply with handicapped accessibility requirements as set out on "Attachment A".

LESSOR:

WILLIAMSON COUNTY

By: John C. Doerfler 5-16-00  
Signature John C. Doerfler  
(Please type or print name under signature)  
County Judge  
Title [See 5. (e) above]

512 943-1550  
Area Code Telephone Number

Date: 5-16-00

LESSEE:

STATE OF TEXAS  
Acting by and through the  
GENERAL SERVICES COMMISSION

By: Carlos J. Hodge  
Signature CARLOS J. HODGE  
STATE LEASE OFFICER  
Title

(512) 463-3331  
Area Code Telephone Number

**ATTACHMENT "A"**  
**Handicapped Accessibility Requirements**

At the time the lease premises become occupied by Lessee and throughout the term of the lease and any additional tenancy, Lessor shall comply with the following provisions:

- (1) This lease shall comply with the Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Article 9102, T.C.S., as prepared and administered by the Texas Department of Licensing and Regulation; the ADA Accessibility Guidelines ("ADAAG") promulgated under the Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code 12101 et seq. In instances of differences between TAS and ADAAG, the most stringent requirement (i.e., providing the highest degree of accessibility) shall apply.
- (2) The exterior conditions shall comply with accessibility standards for accessible sites and exterior facilities applicable to new construction as prescribed in TAS and ADAAG; the interior conditions shall comply with accessibility standards for accessible buildings and facilities applicable to alterations as prescribed in TAS and ADAAG.
- (3) Article 9102, T.C.S., requires that the Texas Department of Licensing and Regulation (T.D.L.R.) inspect the leased space during the first year of the lease. Lessor will be responsible for payment of all fees required by T.D.L.R. for performing its functions under Article 9102.