

Temporary Lease

Terms

Effective Date: September _____, 2018
Landlord: 420 US 79, Ltd.
Landlord's Address: 230 Klattenhoff Lane, Hutto, Texas 78634
Tenant: County of Williamson County, Texas
Tenant's Address: 350 Exchange Blvd., Hutto, Texas 78634
Premises: The building, parking lots, and drive aisles, as shown in the attached Exhibit "A", and being known locally as 350 Exchange Blvd., Hutto, Texas
Base Rent (monthly): \$0
Term: Until December 15, 2018
Commencement Date: Same as Effective Date
Termination Date: Earlier to occur of (i) December 15, 2018, or (ii) Tenant vacates the Premises
Security Deposit: \$N/A
Use: County precinct office

Clauses and Covenants

A. Tenant agrees to -

1. Lease the Premises beginning on the Commencement Date and ending on the Termination Date. *However, Tenant may vacate the Premises at any time prior to the Termination Date, in which case this Lease shall terminate.*
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for Tenant's intended Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
4. Pay for all utility services used by Tenant.
5. Maintain the Premises in the same general condition as of the Commencement Date, and repair any damage caused by Tenant.
6. Maintain public liability insurance for the Premises and the conduct of Tenant's business, naming Landlord as an additional insured.
7. To the extent allowed by law, indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.
8. Vacate the Premises, remove all personal property, and return all keys to the Premises, upon termination of this Lease.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than that stated in the Lease.
2. Alter the Premises.

3. Allow a lien to be placed on the Premises.
4. Assign this Lease or sublease any portion of the Premises.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Maintain normal utility service connections to the building.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. *Default by Landlord.* Defaults by Landlord are failing to comply with any provision of this Lease within 10 days after written notice.

2. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are all remedies available at law.

3. *Default by Tenant.* Defaults by Tenant are failing to comply with any provision of this Lease within 10 days after written notice.

4. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are all remedies available at law.

5. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

6. *Attorney's Fees.* If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Venue.* Venue is in the county in which the Premises are located.

8. *Entire Agreement.* This Lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease.

9. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

10. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

11. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid,

certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

12. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

13. *Tenant acknowledges that following vacation of the Premises, it is Landlord's intention to demolish the building and incorporate the Premises into the adjacent Hutto Co-op development. Therefore, Tenant acknowledges that Landlord may enter onto the outside Premises for purposes of surveying, testing, and other pre-development activity, so long as such activity does not interfere with Tenant's use of the building, or necessary parking. Landlord may enter inside the Premises only during normal working hours, and upon at least 48 hours notice to Landlord.*

LANDLORD:

**420 US 79, Ltd.,
a Texas limited partnership**

By: 420 US 79 GP, LLC,
a Texas limited liability company,
Its general partner

By: BCP GP, LLC,
a Texas limited liability company,
Its Managing Member

By: _____
Edward S. Butler, Sole Member

TENANT:

COUNTY OF WILLIAMSON COUNTY, TEXAS

By: _____
Name: _____
Title: _____

