RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between <u>Williamson County</u>, <u>Texas</u>, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and Brenda Damer, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes form the Landlord, all that certain plot of land with the dwelling thereon known and described as <u>9769 HWY 29 W</u>, <u>Georgetown</u>, <u>Texas</u>, <u>78628</u>, as further described below, (hereinafter referred to as the "Premises), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

- 1. PREMISES. The "Premises" shall mean and include the residential house located at 9769 HWY 29 W, Georgetown, Texas, 78628, along with the improvements located thereon. The improvements consist of a +/- 480 s/f detached game room located adjacent to the rear covered porch of the house and a +/- 1200 s/f detached garage/storage (without electricity) located near the house that contains a 12 X 18 covered storage located along the rear, fenced area between the house. The acreage surrounding the house and improvements shall not be included in this Lease.
- 2. The "Initial Term" of this Lease shall be <u>One (1)</u> Year commencing on October 1, 2025 ("Commencement Date") and ending on September 30, 2026 at 11:59 p.m. ("Termination Date").
- 3. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises One Thousand Three Hundred Twenty Eight Dollars and Forty-Seven Cents (\$1,328.47) plus Three Hundred Sixty Seven Dollars and Seventeen Cents (\$367.17), which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the (1st) day of October, 2025 at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing.

*An amount equal to one-twelfth the amount of the annual ad valorem taxes assessed against the premises (taxes assessed against only the improvements and excluding the surrounding acreage) in the preceding calendar year shall be added to the monthly rental amount. The sum of the monthly rent amount and the one-twelfth the amount of the annual ad valorem taxes assessed in the preceding calendar year shall constitute the Initial Base Rent for the Initial Term. The Base Rent for each Extension Term following the Initial Term shall be the Base Rent, as may be adjusted as set forth below, plus one-twelfth the amount of the annual ad valorem taxes assessed against the premises in the preceding calendar year.

4. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty Five and No/100 Dollars (\$25.00), plus additional late charges of Fifteen and No/100 Dollars (\$15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. Tenant 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 Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord <u>Twenty Five and No/100 Dollars (\$25.00)</u> for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

5. OPTION TO EXTEND LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term. This lease may only be extended for up to a maximum of Four (4) separate One (1) Year Extension Terms.

The Base Rent will be adjusted on each new commencement date of each Extension Term (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 Base Rent will be determined by multiplying the Initial Base Rent by a fraction, the numerator of which is the index number for the most recent publication of the above referenced CPI before the adjustment and the denominator of which is the index number for the first month of the first year of the Term. If the product is greater than the Initial Base Rent, Tenant will pay this greater amount as Base Rent until the next rental adjustment. Base Rent will never be less than the Initial Base Rent.

6. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

7. SECURITY DEPOSIT. On the execution of this Lease, Tenant shall deposit with Landlord an amount equal to Initial Base Rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Tenant, and it shall be returned to Tenant, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease. Tenant must give Landlord at least Thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit. The Landlord shall return or account for the security deposit within Thirty (30) days after Tenant surrenders the Property (vacating the Premises and returning all keys and access devices) and gives Landlord a written statement of Tenant's forwarding address.

Landlord may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Premises and its contents for which Tenant is responsible; (e) pet violation charges; (f) replacing unreturned keys, garage door openers or other security devices; (g) the removal of all unauthorized locks, fixtures, improvements installed by Tenant; (h) insufficient light bulbs; (i) packing, removing, and storing abandoned property; (j) removing abandoned or illegally parked vehicles; (k) costs of reletting, if Tenant is in default; (l) attorney's fees and costs of court incurred in any proceeding against Tenant; and/or (m) other items Tenant is responsible to pay under the terms of this Lease or any extension of the term of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Tenant will pay Landlord the excess amount within Ten (10) days after Landlord makes written demand on Tenant. The security deposit will be applied first to any non-rent items, including but not limited to late charges, returned check charges, repair charges, and unpaid utility charges, then to any unpaid rent.

- 8. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
- 9. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any

vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

- 10. NUMBER AND NAMES OF OCCUPANTS. The Premises may be occupied by no more than Five (5) persons, consisting of Two (2) adults and Three (3) children under the age of 18 years. Tenant may not permit any guests to stay on or in the Premises longer than Fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.
- CONDITION OF PREMISES. TENANT HEREBY AGREES AND STIPULATES THAT THE 11. PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES 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, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, 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, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD 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 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. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT. TENANT SHALL COMPLETE THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY, WHICH IS ATTACHED HERETO AS SCHEDULE "A", NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO LANDLORD WITHIN 48 HOURS AFTER THE COMMENCEMENT DATE TENANT'S FAILURE TO TIMELY DELIVER THE INVENTORY OF THIS LEASE. CHECKLIST CONDITION OF RENTAL PROPERTY TO LANDLORD WILL BE DEEMED AS TENANT'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is not a request for repair or maintenance of the Premises. Tenant must direct all repair requests to Landlord according to the terms of this Lease.).

- 12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.
- 13. ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to

Landlord's prior written consent, Tenant may not: (a) remove any existing property and/ or any of Landlord's personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

- 14. DAMAGE TO PREMISES. If the Premises or any part of them is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, invitee or visitor, the Premises shall be repaired promptly by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the Premises are untenantable; provided that, in the event of damage by fire or other casualty in the amount of more than \$5,000.00, Landlord will have the option of not rebuilding or repairing, in which event the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord. For the purposes of this Lease, any condemnation of all or part of the property shall be a casualty loss.
- 15. CARE AND MAINTENANCE. Tenant, after inspecting the Premises, completed the attached **Schedule** "A" inventory checklist, incorporated into this Lease by this reference, and found the premises to be in good order and repair. Tenant agrees to maintain the Premises in as good condition as lessee finds the premises, reasonable wear and tear excepted, and agrees to pay for all maintenance and repairs to put the Premises in the same condition as when Tenant entered; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.
- 16. INSURANCE. Tenant hereby agrees to maintain, at all times during any term of this Lease, at Tenant'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 Tenant's use of the Premises, in an amount of at least Five Hundred Thousand Dollars (\$500,000.00), 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 Landlord, authorized to engage in the business of general liability insurance in the state of Texas, and name Landlord as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and

collectible insurance. Tenant shall deliver to Landlord annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

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

Tenant 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 Landlord Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Tenant and shall be for a period of at least One (1) year.

- 17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, septic system, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer/septic system; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease. Tenant acknowledges that the Premises is serviced by an onsite sewer septic facility (OSSF) and that, at Tenant's expense, proper use and maintenance of the OSSF will be necessary.
- 18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching

on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all required repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures.

Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. ANIMALS. Tenant shall not keep, temporarily or permanently, any domestic or other animals, which shall include but not be limited to mammals, birds, reptiles, fish, rodents and/or insects, on or about the Premises without the prior written consent of Landlord. In the event Landlord gives such prior written consent to Tenant which allows Tenant to keep an animal on the Premises, Landlord, in Landlord's sole discretion, may require that Tenant provide Landlord with animal and/or pet deposit, in an amount set by Landlord, prior to the Tenant's placing such animal on the Premises. If Landlord gives such consent, it may be revoked at any time at Landlord's sole discretion.

If Tenant violates this restriction against keeping animals on the Premises, Tenant shall pay Landlord a fee of \$25.00 per day per animal for each day Tenant violates the animal restriction as additional rent for any unauthorized animal. Landlord may remove or cause to be removed any unauthorized animal and deliver said animal to the appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be responsible for or liable for any harm, injury, death or sickness to any unauthorized or authorized animal of Tenant. Tenant is responsible for and liable for any damage or required repair or cleaning of the Premises caused by any unauthorized or authorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed from the Premises.

- 20. SMOKING. Tenant and Tenant's family, agents, guests, invitees and/or visitors may not smoke any type of tobacco or non-tobacco product inside the residence or any of the improvements and/or buildings on the Premises. Tenant shall be in default if Tenant should fail to comply with Landlord's no smoking prohibition.
- 21. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.

- 22. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.
- VEHICLES. Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.
- 24. LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES. Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; making repairs to the Premises; showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.
- 25. DISPLAY OF SIGNS BY LANDLORD. During the term of this Lease or any Extension Term of same, Landlord or Landlord's agent may display "For Sale," "For Rent," or "Vacancy" signs on the Premises and may show the property to prospective purchasers or tenants.
- 26. SUBORDINATION OF LEASE. This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

- 27. LIABILITY. UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLECT OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.
- 28. SURRENDER OF PREMISES. On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

- 29. ABANDONMENT. If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.
- 30. HOLDOVER. If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and INDEMNIFY Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.
- 31. DEFAULT BY TENANT. Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for <u>Three (3)</u> days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

- a. Any lost rents;
- b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to relet the Premises;
- c. Repairs to the Premises for use beyond normal wear and tear;

- d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
- e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
- f. Any other recovery to which the Landlord may be entitled by law or in equity.
- 32. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.
- LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN <u>SEVEN (7)</u> DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

34. TENANT'S DESIGNEE IN THE EVENT OF DEATH. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee Kimberly Gault, John Garner, Son Daughter

Address of Designee 399 State Route 511 PO Box 1607

Nova, Ohio 44859 Liberty Hill, Tx 78642

Telephone Number of Designee (512) 635-2482 (325) 733-2232

and in the event of Tenant's death, Landlord is further authorized to:

a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;

- b. allow Tenant's designee to remove any of Tenant's property found at the Premises; and
- c. refund Tenant's security deposit, less lawful deductions, to the designee.
- 35. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.
- 36. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.
- 37. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.
- 38. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord 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 Landlord by this Lease agreement or by statute or law. The failure of Landlord 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 Landlord 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 Landlord of rent or any other payment or part of payment required to be made by the Tenant 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 Landlord of any

of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

- 39. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 40. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.
- 41. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.
- 42. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord'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 Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Williamson County Facilities Attn: Senior Director 3101 S. E. Inner Loop Georgetown, Texas 78626 Phone: (512) 943-1609 Fax: (512) 930-3313

Email: facilities@wilco.org

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

Williamson County Facilities 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

43. 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 below. 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.

Landlord's Address: Williamson County

Attn: County Judge 710 Main Street, Suite 101

Georgetown, Texas 78628

With a copy to:

Williamson County Facilities

Attn: Senior Director 3101 S. E. Inner Loop Georgetown, Texas 78626

Tenant's Address: At the address set forth below the Tenant's signature.

44. REPORTS OF ACCIDENTS. Within <u>Twenty Four (24)</u> hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately

send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

- 45. TERMINATION FOR CONVENIENCE. Landlord may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Tenant. Provided that Tenant does not owe any amounts under this Lease and is not otherwise in default, Tenant may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Landlord. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Landlord. Furthermore, Landlord shall reimburse Tenant for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.
- 46. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.
- 47. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.
- 48. NO THIRD PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.
- 49. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord 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.
- 50. FORCE MAJEURE. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Lease. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- 51. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as

the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

- 52. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- 53. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the 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 Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

- (1) Terminate the lease;
- (2) Have the condition repaired or remedied;
- (3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and
- (4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.

Note that if Tenant chooses to terminate the lease, the following applies:

- (1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;
- (2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and
- (3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a) (1), (2).

Signed, sealed and delivered to be effective as of the date of the last party's execution below.

LANDLORD: WILLIAMSON COUNTY, TEXAS	TENANT:
By:	By: Reada Danier Name: Been & Same &
Name:	Name: Beenly Samer
Title: Presiding Officer of the Williamson County Commissioners Court	Date: 7/22/2025
Date:	Tenant's Address for Notice:
	PO Box 1607 Liberty Hill, Tx 78642
	July 22, 2025

SCHEDULE "A"

INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY

Tenant must complete this checklist, noting the condition of the rental property, and return it to the Landlord when Landlord delivers possession of the rental property.

	Beginning Condition	Ending Condition
Living Room		
Door (including locks)	100b	
Patio door	<i>l</i> ^f	
Screen door		
Carpet	d	
Walls	<u>η</u>	
Ceiling	rf	
Plugs and switches	"	
Dining Room		
Carpet	1	
Walls		
Ceiling	10	
Lights and switches	//	
Entry		
Door	<i>!</i> *	
Ceiling	"	8
Walls	· · ·	
Carpet/floor	<u></u>	
Hallway		
Carpet		
Walls		
Ceiling	/1	

Bedroom #2

Switches and plugs	Good	-
Hall Closet		
Door	п	
Ceiling	п	10000
Shelves	"	
Carpet/floor	"	
Kitchen	-	
Vinyl	н	
Walls	"	
Ceiling	"	
Lights and switches	11	=======================================
Stove/oven	11	
Refrigerator	"	
Disposal	II	
Sink	11	
Cabinets	п	
Countertop	u .	
Bedroom #1		
Door	п	
Windows	11	
Screens	"	
Carpet	11	
Walls	11	-
Ceiling		
Lights and switches	П	
Closet	n	

Door	4067	
Windows	11	(The state of the
Screens	1	
Carpet	1(2
Walls	"	
Ceiling	N	
Lights and switches	01	
Closet	//	
Bedroom #3		
Door	18	
Windows	16	7
Screens	11	
Carpet	11	-
Walls	11	-
Ceiling	,1	-
Lights and switches		
Closet	• • • • • • • • • • • • • • • • • • • •	
Bathroom		
Door	1"	
Vinyl	11	
Walls	,,,	
	1/	
Ceiling	N	
Sink	11	
Tub and shower	Q E	-
Toilet	-1	
Cabinet and shelves	11	
Closet		

N

Towel bars	A1	
Lights and switches	11	***************************************
Basement		
Door		
Furnace		
General area		
Stairway		
Lights and switches		
The above is a complete inventory checklist 9769 HWY 29 W, Georgetown, Texas 78628.	of the condition of the rental prope	erty located at
Beginning Condition Inventory Checklist made	e on 1/22/2022	, 20_95
Ending Condition Inventory Checklist made (Additional checklist to be completed at term checklist at Termination and Surrender of Prem	ination and surrender of Premises.	, 20 For a blank
Landlord	5. Omer Tenant	

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