

COURT ORDER NO. 89-366-05-08

THE STATE OF TEXAS
 COUNTY OF COLLIN

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)
)
 LEASE, LAND FOR
 STOCKPILING ROAD MATERIAL
 SERVICE CENTER/PUBLIC WORKS

On May 8, 1989, the Commissioners' Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

William J. Roberts
 Howard Thornton
 Jerry Hoagland
 John Witherspoon
 Jack Hatchell

County Judge, Presiding
 Commissioner, Precinct 1
 Commissioner, Precinct 2
 Commissioner, Precinct 3
 Commissioner, Precinct 4

During such session the court considered a request from the director of public works for permission to renew the lease agreement with Bob Shinn for use of his land in Blue Ridge to stockpile county road materials and store equipment.

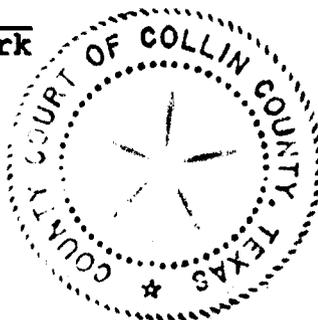
Thereupon, a motion was made, seconded and carried with a majority vote of the court to authorize the public works director to execute the subject lease agreement, a copy of which is attached hereto, with the individual named above for a period of two (2) years, beginning June 1, 1989, through and including May 31, 1991, for a sum of \$1.00 per year and no rent thereafter, and same is hereby approved.

Ordered and dated this the 8th day of May, 1989.

William J. Roberts
 William J. Roberts, County Judge
 Collin County, T E X A S

ATTEST:

Helen Starnes By: D.D.
 Helen Starnes, Ex-Officio Clerk
 Commissioners' Court
 Collin County, T E X A S



The State of Texas,

131 113

This Agreement of Lease,

County of

Made this day of , A.D., 19 , by and between
Bob Shinn , known herein as LESSOR,
and Collin County, Texas Acting by and through Clarence Daugherty its
Director of Public Works , known herein as LESSEE,

(The terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.)

WITNESSETH, That the said Lessor does by these presents Lease and Demise unto the said Lessee the following described property, to-wit: Lying and being situated in the City of and County of Collin State of Texas, and being lot, tract or parcel of land situated in Collin County, Texas, and a part of the A. Weatherford Survey, Abstract #1024, and a part of a 56.97 acre tract described in Volume 349, Page 106, of the Collin County Deed Records and being more particularly described by metes and bounds as attached:

for the term of 2 years beginning the 1st day of June
A.D. 19 89 and ending the 31st day of May, 1991 to be occupied as
stockpiling and store equipment and not otherwise, paying
therefor the sum of One Dollar per year DOLLARS,
payable

upon the conditions and covenants following:

- 1st. That the Lessee shall pay the rent at Blue Ridge Texas, monthly in advance as aforesaid, as the same shall fall due.
2nd. That the Lessee shall take good care of the property and its fixtures, and suffer no waste; and shall, at Lessee's own expense and cost, keep said premises (including plate glass) in good repair; keep the plumbing work, closets, pipes and fixtures belonging thereto in repair; and keep the water pipes and connections free from ice and other obstructions, to the satisfaction of the municipal and police authorities, during the term of this lease, and at the end or other expiration of the term shall deliver up the demised premises in good order and condition, natural deterioration and damage by fire and the elements only excepted; all alterations, additions and improvements, except trade fixtures, put in at the expense of Lessee shall be the property of the Lessor and shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease. Lessee agrees to accept possession of the premises in their present condition and to allow for changes in such condition occurring by reasonable deterioration between the date hereof and the date Lessee occupies said premises; that no improvements or alterations shall be made in or to the hereby demised premises without the consent of the Lessor in writing.
3rd. That the Lessee shall pay the water tax imposed on the hereby leased premises as the same shall become due during the term of this lease.
3rd. That the Lessee shall promptly execute and fulfill all the ordinances of the city corporation applicable to said premises and all orders and requirements imposed by the Board of Health, Sanitary and Police Departments, for the correction, prevention and abatement of nuisances in or upon or connected with said premises during the said term, at Lessee's expense.
4th. That the Lessee shall not assign this agreement or underlet the premises, or any part thereof (except as may be mentioned herein) or make any alterations in the building (except as may be mentioned herein), without the consent of the Lessor in writing; or occupy or permit or suffer the same to be occupied for any business or purpose deemed extra hazardous on account of fire.
5th. That Lessee shall, in case of fire, give immediate notice to the Lessor, who shall thereupon cause the damage to be repaired forthwith; but if the premises be by the Lessor deemed so damaged as to be unfit for occupancy, or if the Lessor shall decide to rebuild or remodel the said building, the lease shall cease, and the rent be paid to the time of the fire.
6th. That in case of default in any of the covenants herein, Lessor may enforce the performance of this lease in any mode provided by law, and this lease may be forfeited at Lessor's discretion if such default continue for a period of ten days after Lessor notifies said Lessee of such default and his intention to declare the lease forfeited, such notice to be sent by the Lessor by mail or otherwise to the demised premises; and thereupon (unless the Lessee shall have completely removed or cured said default) this lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof, and Lessor's agent or attorney shall have the right, without further notice or demand, to re-enter and remove all persons and Lessee's property therefrom without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or breach of covenant, or Lessor's agent or attorney may resume possession of the premises and re-let the same for the remainder of the term at the best rent said agent or attorney may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises.
7th. That the Lessor shall not be liable to Lessee or to Lessee's employees, patrons, or visitors, for any damage to person or property, caused by the act or negligence of any other tenant of said demised premises, or due to the building on said premises or any appurtenances thereof being improperly constructed, or being or becoming out of repair, nor for any damage from the defects or want of repair of any part of the building of which the leased premises form a part, but the Lessee accepts such premises as suitable for the purposes for which same are leased and accepts the building and each and every appurtenance thereof, and waives defects therein and agrees to hold the Lessor harmless from all claims for any such damage.
8th. That the Lessee shall not place any signs at, on, or about the premises except as and where first approved by the Lessor; and the Lessor shall have the right to remove any sign or signs in order to paint the building or premises or make any other repairs or alterations.
9th. It is expressly understood that in the event that the Lessor herein shall not be the owner of the premises herein leased, and shall hold a lease of the property of which the demised premises are a part, then this sublease is and shall remain subject to all of the terms and conditions of such existing lease to the Lessor, so far as they shall be applicable to the premises herein leased.
10th. In the event that the Lessee shall become bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then, at the option of the Lessor and upon five (5) days' notice to the Lessee of the exercise of such option, this lease shall cease and come to an end.
11th. It is agreed and understood that any holding over by the Lessee of the hereby leased premises after the expiration of this lease shall operate and be construed as a tenancy from month to month at a rental of \$
12th. Lessor agrees to pay to the Real Estate Broker negotiating this lease the customary leasing fee.

IN TESTIMONY WHEREOF, The parties to this agreement have hereunto set their hands in duplicate, the day and year above written.

Bob Shinn LESSOR.
Clarence Daugherty LESSEE.
Dir. of Public Works

SINGLE ACKNOWLEDGMENT

FILED

THE STATE OF TEXAS,

COUNTY OF

131 114

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of A.D. 19

(L.S.)

My Commission Expires:

Notary Public in and for the State of Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of A.D. 19

(L.S.)

My Commission Expires:

Notary Public in and for the State of Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared

whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of A.D. 19

(L.S.)

My Commission Expires:

Notary Public in and for the State of Texas

THE STATE OF TEXAS,

COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for

record in my office on the day of A. D. 19 at o'clock M.,

and was duly recorded by me on the day of A. D. 19

in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk County, Texas

By Deputy.

566

NO.....

INDEX

Bob Shinn

TO

County of Collin, Texas

BEGINNING June 1, 1989

ENDING May 31, 1991

The Odess Company, Publishers, Dallas

BEGINNING at an iron stake in the East right of way line of the re-located State Highway #78. Said stake bears South a distance of 585.2 feet and South 89 Degrees 25' east a distance of 436.8 feet from the northwest corner of the said tract;

THENCE SOUTH 89 degrees 25' east a distance of 38.2 feet to an iron stake in the west right of way line of the existing State Highway #78;

THENCE SOUTH 15 degrees 17' east with the west right of way line of existing State Highway #78 a distance of 325.2 feet to an iron stake;

THENCE NORTH 85 degrees 22' west a distance of 100.5 feet to an iron stake in the east right of way line of the re-located State Highway #78;

THENCE NORTH 8 degrees 20' west with the Highway right of way of State Highway #78 a distance of 44.0 feet to a stake;

THENCE NORTH 3 degrees 46' west with State Highway right of way line a distance of 263.0 feet to the place of beginning containing 0.497 acres of land, as surveyed by John V. Cantrell, Registered Public Surveyor, by survey dated January 3, 1973.