

## LEASE AGREEMENT

STATE OF TEXAS  
COUNTY OF Collin County

THIS LEASE AGREEMENT is made and entered into this 1<sup>st</sup> day of December 2021.

By and between

**John Cooper**  
P.O. Box 871  
Farmersville, TX 75442

(Hereinafter referred to as "Landlord") and

**Collin County**  
4600 Community Ave.  
McKinney, TX 75071

(Hereinafter referred to as "Tenant")

**IN CONSIDERATION OF THE MUTUAL CONVENANTS** and agreements herein set forth, and other good and valuable consideration, Landlord demises and leases to Tenant and Tenant leases from Landlord, hereinafter referred to as the "leased premises" or "the premises", which is more particularly described as follows:

**406 Raymond Street, Suite A, Farmersville, Texas 75442**

The rentable area in the leased premises has been calculated and is hereby stipulated for all purposes hereof to be **3,000 square feet** of office space out of 4,200 square foot building.

1. **TERM:** The term of this lease shall be 3 months, commencing December 1, 2021 and continuing through and including February 28, 2022, unless sooner terminated as hereinafter provided.

2. **TERMINATION:** Either Lessor or Lessee shall have the right to terminate this lease with no penalty by giving the other party ninety days (90) days written notice.

a. Tenant may terminate this agreement by providing Landlord a 90 day written notice of its intent to do so ("Notification Period").

b. If Tenant elects to terminate the Lease as specified in this amendment, Tenant will be responsible for the reimbursement to Landlord for any unamortized leasing commissions or cost associated.

3. **BASIC RENTAL:** Tenant will pay to Landlord without deduction or setoffs, the sum of **\$3,500.00** as rent for each month of the entire lease term. Rent for any fractional month at the beginning or end of the lease term shall be pro-rated.

4. **LATE CHARGES:** Landlord may, at Landlord's option and to the extent allowed by applicable law, impose a late charge ("Late Charge") on any payments of Rent which are not received by Landlord on or before the due date in amount equal to one-half of one percent (0.5%) of the late payment per day for each day after the due date. Payments received from Tenant shall be applied first to any Late Charges, second to Base Rent, and last to other unpaid charges or reimbursements due to Landlord. Notwithstanding the foregoing, Landlord will not impose a Late Charge as to any late payment, unless Tenant fails to pay the late payment to Landlord within five (5) business days after the delivery of a written notice from Landlord to Tenant demanding the late payment be paid.

5. **USE OF PREMISES:** Tenant will use the leased premises only for office purposes, unless Landlord shall give Tenant prior written consent for different use. Tenant will not permit any portion of the premises to be occupied or used for any business or purpose other than the permitted use for any use or purpose which is unlawful or extra hazardous on account of fire. Tenant will not permit anything to be done in the leased premises which will in anyway increase the rate of fire insurance on the Building or its contents. In the event that actions of Tenant occasion an increase in the rate of fire insurance on the Building or its contents, the amount of the increase shall be deemed to be additional rent and shall be promptly paid to Landlord by Tenant.

6. **LANDLORD'S OBLIGATIONS:** Landlord will furnish to Tenant at Landlord's cost & expenses:

a. **Utility Services:** Landlord shall install and maintain, or cause to be maintained necessary lines for the provision of utility services, including electricity,

telephone, water and sanitary/wastewater sewer, to the Demised Premises from utility supply points immediately adjacent to the Demised Premises.

- (i) Hot and cold refrigerated water provided for the general use of tenants of the Building.
  - (ii) Heated and refrigerated air conditioning in season, at such times as Landlord normally furnishes these services to all tenants of the Building, and at such temperatures and in such amounts as reasonably considered by Landlord to be standard (service on Sundays and holidays to be optional on the part of the Landlord);
  - (iii) Electric lighting for all public areas and special service areas of the Building in a manner and to the extent deemed by the Landlord to be reasonable and standard.
- b. The obligation of the Landlord to furnish electrical service shall be subject to the rules and regulations of the supplier of such electricity and of any municipal or other governmental authority regulating the business of providing electrical utility service.
  - c. Failure to furnish, or any stoppage or interruption of, these defined services resulting from any cause beyond Landlord's control shall not render Landlord liable in any respect for damages to either person, property or business, or be construed as an eviction of Tenant or work abatement of rent, or relieve Tenant from fulfillment of any covenant or agreement hereof. Failure to furnish or stoppage or interruption of these defined services resulting from any cause within Landlord's control shall not render Landlord liable for damages to either person, property or business nor be construed as an eviction of Tenant or work as an abatement of rent or relieve Tenant from performing its obligations until Tenant has given written notice to Landlord and Landlord has had a reasonable opportunity to restore services or make repairs. Should any equipment or machinery furnished by Landlord break down or for any cause cease to function properly, Landlord shall use reasonable diligence to repair the same promptly. If service is interrupted for a period of 5 consecutive business days rendering the premises untenable, rent shall abate until service is restored. If any service is interrupted for a period of 30 consecutive days making the premises untenable, Tenant may, at its option terminate this lease.

**7. MAINTENANCE AND REPAIR:** Landlord shall maintain the Demised Premises in good order, condition and repair, ordinary wear and tear excepted, including, but not limited to, maintenance, repairs and all necessary replacements of the windows, plate glass, doors, overhead doors, heating system, ventilating equipment, air conditioning equipment, electrical and lighting systems, fire protection sprinkler system, elevators, interior and exterior plumbing. In addition, Tenant shall be responsible for the repair of any portion of the property caused by Tenant, its employees or invitees, and for all janitorial and cleaning of the Demised Premises.

**8. IMPROVEMENTS:** Additional improvements to the premises shall be installed at the cost and expense of Tenant in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord. Such work shall be

performed only by Landlord or by contractors and subcontractors approved in writing by Landlord, which approval shall not be unreasonably withheld.

**9. TENANT'S OBLIGATION:** Tenant will be responsible for electric, gas, water and cleaning service cost. Tenant will not in any manner deface or injure the Building and will pay the cost of repairing any damage or injury done to the Building or any part thereof by Tenant or tenant's agents, employees or invitees. Tenant shall take good care of the premises and keep them free of waste and nuisance. Tenant will keep the premises, including all fixtures installed by Tenant, in good condition and repair. All such repairs will be made by Tenant at Tenant's expense. If Tenant fails to make such repairs within 15 days after the occurrence of damage or injury, Landlord may, at its option, make such repairs and Tenant shall, upon demand, pay Landlord the cost thereof plus interest at the rate of ten (10%) percent per annum from demand until paid. Upon termination of this lease, Tenant shall deliver the premises with all improvements located thereon in good repair and condition, reasonable wear and tear expected, and shall deliver to landlord all keys to the premises. Tenant will not make or allow to be made any alterations or physical additions in or to the premises without prior written consent of Landlord. At the termination of this lease, Tenant shall, if Landlord so elects, remove all alterations, physical additions or improvements directed by Landlord and restore the premises to their original condition; otherwise, such improvements shall be delivered to Landlord within the premises. All furniture and movable trade fixtures installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects and shall be removed if required by Landlord. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the Building. In the event that such removal, restoration and cleaning is not performed by Tenant, Landlord shall perform such work and bill tenant for the same, and Tenant shall promptly pay such statement upon receipt thereof. All of Tenant's fixtures and personal property, if not promptly removed from premises at the termination of this lease, shall be presumed to have been abandoned by Tenant, and shall become the property of Landlord.

10. **ASSIGNMENT; SUBLEASING:** Tenant shall not assign or in any manner transfer this lease, or any estate or interest therein or sublet the premises or any part thereof or grant any license, concession or other right of occupancy of any portion of the premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Consent by Landlord to any assignment or subletting shall not operate as a waiver of Landlord's rights as to any subsequent assignment or subletting. Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of Tenant's obligations under this lease. In the event of a transfer or assignment by landlord of its interest in this lease or its interest in the Building containing the premises, Landlord shall thereby be relieved of any further obligations hereunder and all obligations of Landlord shall be obligations of Landlord's successor in interest. Any security given by Tenant to secure the performance of Tenant's obligations hereunder shall be assigned and transferred by landlord to such successor in interest, and Landlord shall be discarded of any further obligation related thereto. Tenant shall not mortgage, pledge or otherwise encumber its interest in this lease or in the premises. If Tenant assigns or sublets all or a portion of the premises at a monthly rental in excess of the monthly rental Tenant is obligated to pay under the terms hereof, such increased rent shall become the monthly rent due and payable by Tenant to Landlord for the terms of such assignment or subletting.

11. **INSURANCE:** During the Lease Term, Landlord shall maintain, at Landlord's expense, all risk policies of insurance covering loss of or damage to the Demised Premises including the Improvements, and Landlord's personal property and fixtures located therein, to Landlord's full replacement value thereof, but excluding Tenant's Personal Property located in the Demised Premises. The policies shall provide protection against all perils included within the classification of fire and extended coverage. Tenant shall maintain all risk policies of insurance covering loss of or damage to Tenant's Personal Property located at the Demised Premise to Tenant's full replacement value thereof. Tenant shall not do or permit to be done anything which invalidates any insurance policies.

12. **INCREASE IN PREMIUMS:** Tenant shall not permit any operation or activity to be conducted, or store or use any volatile or any other materials (other than such operations and the storage and use of such materials as may be necessary in Tenant's reasonable discretion to conduct aircraft maintenance operations) on or about the Demised Premise that would cause suspension or cancellation of any fire and extended coverage insurance policy carried by Landlord, or increase the premiums thereof, without the prior written consent of Landlord.

13. **INDEMNITY:** Landlord shall not be liable for, and Tenant, to the extent allowed by law, will indemnify and hold Landlord harmless of and from all fines, suits, claims, demands, losses and actions, (including reasonable attorney fees) for any injury to person or damage to or loss of property on or about the premises caused by the negligence or misconduct of Tenant, it's employees, invitees, or by any other person entering the premises or the Building under express or implied invitation of Tenant, or arising out of Tenant's use of premises. Landlord shall not be liable or responsible for any loss or any damage to any property or death or injury of any persons occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or any other action of any governmental body or authority, by other tenants of the Building or any other matter beyond the control of the Landlord, or for any injury or damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make repairs or from any cause whatever except Landlord's negligence.

14. **RULES AND REGULATIONS:** Tenant; a Tenant's agents, employees and invitees will comply fully with all the requirements and the rules and regulations of the Building. Landlord shall at all times have the right to change such rules and regulations or to promulgate other rules and regulations in such reasonable manner as may be deemed advisable for the safety, care or cleanliness of the building and related facilities or premises and for preservation of good order therein. All changes and amendments to rules and regulations shall be in writing a forwarded to Tenant by Landlord.

15. **MORTGAGES:** Tenant accepts this lease subject to any deeds of trust, security interests, or mortgages which might now or hereafter constitute a lien upon the Building or improvements. Tenant shall at any time hereafter, on demand, execute any such instruments, release or other documents that may be required by any mortgagee for the purposes of subjecting and subordinating this lease to any such deed of trust, security interest, or mortgage so long as Tenant is not in default under the Lease Agreement. Tenant will not be disturbed or evicted by anyone claiming through or under the Landlord including Landlord's mortgage.

16. **ACCESS TO PREMISES:** Landlord and its agents and representatives shall have the power to enter into and upon any and all parts of the premise, at all reasonable hours and inspect the same, clean, make repairs or alterations, or show the same to prospective tenants or purchaser.

17. **EMINENT DOMAIN:** If the premises shall be taken or condemned in whole or in part for public purposes or sold under threats of condemnation, this lease shall terminate at the option of Landlord or Tenant with 120 days prior written notice. Landlord shall be entitled to receive the entire award of any condemnation proceeding or the proceeds of any sale in lieu thereof, including any award for the value of the unexpired portion of this lease.

18. **CASUALTY:** In the event the Building should be totally destroyed by fire, tornado, or other casualty or in the event the premises or the Building be so damaged that repairs cannot be completed within 90 days after the date of such damage, either Landlord or Tenant may terminate this lease, in which event the rent shall be abated during the unexpired portion of the lease effective from the date of such damage. In the event the Building or premises should be destroyed by fire, tornado, or other casualty covered by Landlord's insurance, but only to such extent that rebuilding or repairs can be completed within 90 days after the date of such damage, or if the damage should be more serious but neither the Landlord or Tenant elects to terminate this lease, Landlord shall, within 30 days after the date of such damage, commence to rebuild or repair the Building or the premises and shall proceed with proper diligence to restore the premises to the same. Landlord shall not be required to rebuild or repair or replace any part of the furniture, equipment, fixtures and other improvements which may have been placed by Tenant or other Tenants in the Building or the premises. Rent will be abated during the time the premises are unfit of occupancy. In the event any mortgage under a deed of trust, security agreement or mortgage on the Building should require that the insurance proceeds be used to retire the mortgage debt, Landlord shall have no obligation to rebuild and lease shall terminate upon written notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or the premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

19. **WAIVER OF SUBROGATION:** Each party hereto waives any and every claim which arises or may arise in its favor against the other party hereto or any tenant of Building during the term of this lease or any renewal or extension thereof for any and all loss of or damage to any of its property located within or upon or constituting a part of the premises hereunder, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this lease with respect to any loss of or damage to property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of an aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto agrees immediately to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the validation of said insurance coverage's by reason of said Waivers.

20. **HOLDING OVER:** Should Tenant or any of its successors in interest hold over the premises or any part hereof after the expiration of the term of this lease, unless otherwise agreed upon in writing, such holding over shall constitute and be construed as a tenancy from month to month at a rental equal to one hundred fifty (150%) percent of the monthly rental provided for herein. No extension of this lease shall be binding unless in writing and signed by Landlord and Tenant.

21. **TAXES ON TENANT'S PROPERTY:** Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the premises. If any such taxes for which Tenant is liable are rendered against or assessed against Landlord or Landlord's property, and the same are paid by Landlord, Tenant shall pay to Landlord upon demand the taxes on Tenant's property for which Tenant is primarily liable hereunder.

22. **EVENTS OF DEFAULT:** The following events shall be deemed to be events of default by Tenant under this lease:

- a. Failure of Tenant to pay any installment of rent after such failure has continued for a period of 10 days and continuing for a period of three (3) days after receipt of written notice by Tenant; however in no event shall Landlord be required to provide written notice more than twice in any twelve (12) month period.
- b. Failure of Tenant to comply with any term, provision or covenant of this lease, other than the payment of rent and Tenant shall not have cured or commenced to cure such failure within 20 days after written notice thereof to Tenant.
- c. Making of an assignment for the benefit of creditors by Tenant or guarantors of Tenant's obligations.
- d. The filing by Tenant or a guarantor of Tenant's obligations of a statute petition; under any section of chapter of the National Bankruptcy Act as amended or under any similar law or statute of the United States or any State thereof, or the adjudication of Tenant or guarantor, as a bankrupt or insolvent in proceeding filed against Tenant or Guarantor, and such adjudication shall not have been vacated or set aside or stayed within the time permitted by law.
- e. The appointment of a receiver or trustee for all or substantially all the assets of Tenant or any guarantor of Tenant's obligations and such receivership shall not have been terminated or stayed within the time permitted by law.
- f. Desertion or vacation of substantial portion of the premises by Tenant, and failure to pay rent.

23. **REMEDIES:** Upon the occurrence of any event of default specified in Paragraph 22 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever.

- a. Terminate this lease, in which event Tenant shall immediately surrender the premises to landlord. If Tenant fails to surrender the premises to Landlord, Landlord may, without prejudice to any other remedy, enter upon and take possession and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages. Tenant agrees to pay to Landlord upon demand the amount of all loss and damage with Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise, including the loss of rental for the remainder of the lease term.



- b. If Landlord so elects, Landlord may relet the premises on such terms as Landlord shall deem advisable and receive the rent therefore. Tenant agrees to pay the Landlord upon demand any deficiency of rent that may arise by reason of such reletting for the remainder of the lease term.
- c. Enter upon the premises without being liable for persecution or any claim for damages and do whatever Tenant is obligated to do under the terms of the this lease. Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in this effecting compliance with Tenant's obligations under this lease. Tenant further agrees that Landlord shall not be liable for any damages resulting of the Tenant from such action.

Pursuit of any of the foregoing remedies shall not preclude the pursuit of any other remedies herein provided, or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due Landlord hereunder, or of any damages suffered by Landlord by reason of violation of any term, provision or covenant herein contained. No waiver by Landlord of any violation or breach of any term, provision or covenant herein contained shall be deemed or construed as a waiver of any violation or breach of any term, provision or covenant herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the event of default shall not be deemed or construed to be waiver of such default.

24. **SURRENDER OF PREMISES:** No act or thing done by Landlord or its agents during the term hereby granted shall be deemed as acceptance of surrender of the premises. No agreement to accept surrender of the premises shall be valid unless the same is in writing and signed by the Landlord.

25. **ATTORNEY FEES:** If, on account of any breach or default by any party hereto of the respective obligations under this lease, it shall become necessary for the other to employ an attorney to enforce or defend any of its rights or remedies hereunder, and should such party prevail, it shall be entitled to reasonable attorney fees incurred in such connection.

26. **LANDLORD'S LIEN:** In addition to the statutory landlord's lien, Tenant hereby grants to Landlord a security interest to secure payment of all rent or other sums of money coming due hereunder from Tenant, and to secure payment of any damages or loss or condition contained herein, upon all goods, wares, fixtures, furniture, improvements and other personal property of Tenant presently or which may hereafter be situated on the premises, and all proceeds there from. Such property shall not be removed from the premises without the consent of the Landlord until all arrearages in rent as well as any other sums of money due to the Landlord hereunder shall first have been paid and discharged, and all the covenants, agreements, and conditions hereof have been fulfilled and performed by Tenant. In addition to any other remedies provided herein, upon an event of default, Landlord may enter the premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal

property of Tenant situated upon the premises without liability for trespass or conversion. Landlord may sell the same at a public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice as to the time and place of the sale. At such sale, Landlord or its assigns may purchase the property unless such purchase is otherwise prohibited by law. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is given to Tenant at the address hereafter prescribed at least five (5) days prior to the time of the sale. The proceeds of any such disposition, less all expenses connected with the taking of possession and sale of the property, including a reasonable attorney fee, shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant and Tenant shall pay any deficiencies upon demand. Upon request by Landlord, Tenant will execute and deliver to Landlord a financing statement in a form sufficient to perfect the security interest of Landlord in the aforementioned property and the proceeds thereof under the provisions of the Uniform Commercial Code in force in the State of Texas. The statutory lien for rent is not waived; the security interest herein granted is in addition and supplementary thereto. Notwithstanding anything to the contrary, Landlord shall subrogate its Lien to any other existing or contemplated equipment lien or security arrangement to a lending institution by Tenant.

**27. MECHANICS LIENS:** Tenant will not permit any mechanics or material man's lien to be placed upon the premises or the Building or the improvements thereon during the term of this lease as a result of any work performed, materials furnished, or obligation incurred by or at the request of Tenant. In the case of the filing of any such lien, Tenant shall promptly pay the same. If default in the payment thereof shall continue for 20 days after written notice thereof from Landlord to Tenant, Landlord shall have the right and privilege to pay the same or any portion thereof without inquiry as to the validity thereof, and any amount so paid, including expenses and interest, shall be an obligation of Tenant which Tenant shall pay to Landlord upon demand, together with interest at the rate of ten (10%) percent per annum until repaid.

**28. NOTICES:** All notices and other communications required or permitted under this Lease must be in writing and shall be deemed delivered, whether actually received or not, on the earlier of (i) actual receipt, if delivered in person or by messenger with evidence of delivery; or (ii) two (2) business days after deposit in the United States mail as required below. Notices delivered by mail must be deposited in the U.S. Postal Service, first class postage prepaid, and properly addressed to the parties hereto at their respective addresses set forth below:

LANDLORD: John Cooper  
P.O. BOX 871  
Farmersville, Texas 75442

TENANT: Collin County  
4600 Community Avenue  
McKinney, Texas 75071

29. **FORCE MAJEURE:** Whenever a period of time is prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever, which are beyond the control of Landlord.

30. **JOINT AND SEVERAL LIABILITIES:** If there is more than one tenant, the obligations hereunder imposed on Tenant shall be joint and several. If there is a guarantor of Tenant's obligations hereunder, the obligations hereunder imposed on Tenant shall be joint and several obligations of Tenant and guarantor. Landlord need not first proceed against the Tenant hereunder before proceeding against guarantor. Nor shall any such guarantor be released from the guaranty for any reason whatsoever because of any amendments hereto, waivers of default of Tenant hereunder, or failure to give guarantor any notices to be given to Tenant hereunder.

31. **CERTIFICATE OF OCCUPANCY:** Tenant may, prior to the commencement of the term of this lease, apply for certificate of occupancy to be issued by the municipality to which the premises are located, but this lease shall not be contingent upon the issuance thereof. Nothing herein contained shall obligate the Landlord to install any additional electrical wiring or plumbing or plumbing fixtures which do not presently exist in the premise or which have not been expressly agreed upon by Landlord in writing.

32. **GOVERNMENTAL REGULATIONS:** Tenant will comply with all laws, ordinances, orders, rules and regulations of all governmental agencies having jurisdiction of the premises with reference to the use, construction, condition or occupancy of the premises. Tenant will not, without prior written consent of Landlord, paint, install lighting or decorations, or install any signs, window or door lettering or advertising media of any type on or about the premises or any part thereof.

33. **TENANTS COMPLIANCE WITH ENVIORNMENTAL LAWS:** Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of Federal, State, County and Municipal Authorities pertaining to Tenant's use of the property and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including without limitation all applicable Federal, State and local laws, regulations or ordinance pertaining to air and water quality, Hazardous Materials (as defined in Section 35), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and with any direction of any public officer or officers pursuant to law, which impose any duty upon Tenant with respect to the use or occupancy of the property.

34. **TENANTS ENVIRONMENTAL INDEMNIFICATION:** Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the property by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord. If Tenant breaches the obligations stated in the preceding Section or sentence, or if the presence of Tenant's Hazardous Materials on the property results in contamination of the property or any adjacent property, or if contamination of the property or any adjacent property by Tenant's Hazardous Materials otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, cost, liabilities or losses (including, without limitation, diminution in value of the property, damages for the loss or restriction on use of rentable or unusable space or of any amenity or appurtenance of the property, damages arising from any adverse impact on marketing of building space or land area, sums paid in settlement of claims, reasonable attorney's fees, court cost, consultant fees and expert fees) which arise during or after the Lease Term as a result of the contamination, provided that the Tenant shall not have any indemnification obligation for any Hazardous Materials to the extent any such claim, injury or damage is attributable to any condition existing on the demised Premises or Property as of the commencement date. This indemnification of landlord by tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial work, removal or restoration work required by any Federal, State or local government agency because of Hazardous Materials present in the soil or ground water on or under the property. Without limiting the foregoing, if the presence of any Hazardous Materials on the property (or any other adjacent property) caused or permitted by Tenant results in any combination of the property, Tenant shall promptly take all actions at Tenant's sole expense as are necessary to return the property to the condition existing prior to the introduction of any such Tenant Hazardous Materials, or other such condition acceptable to the governmental agency with jurisdiction thereof based on land use, provided the Landlord's approval of such actions is first obtained, which approval shall not be unreasonably withheld. The foregoing indemnity shall survive the expiration or termination of this Lease.

35. **DEFINITION:** For purposes of this Lease, the term "Hazardous Materials" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Federal Clean Water Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Lease or subsequently enacted.

36. **SURVIVAL:** The representations and indemnities contained in this Article 14 shall survive the expiration or termination of this Lease.

37. **SEVERABILITY:** If any clause or provision of this lease is held to be illegal, invalid or unenforceable under present or future law effective during the term of this lease, the remainder of this lease shall not be affected thereby. In lieu of any clause or provision of this lease held to be illegal, invalid or unenforceable, there may be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible which is legal, valid or enforceable.

38. **AMENDMENT:** This lease embodies the full and final agreement between the parties and may not be altered, changed or amended except by instruments in writing signed by all parties hereto.

39. **BINDING EFFECT:** The terms, provisions, covenants and conditions contained herein shall apply to and insure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives.

40. **GENDER:** Words of any gender used in this lease may be construed to include any other gender and words in the singular numbers may include the plural unless the context requires otherwise.

41. **CAPTIONS:** Captions contained herein are for convenience of reference only and in no way limit or enlarge the terms or conditions of the lease.


LANDLORD: JOHN COOPER

By: 

Title: OWNER

Executed by Landlord on Nov 20, 2021

TENANT: COLLIN COUNTY

By: 

Title: County Judge

Executed by Tenant on November 16 2021

## **ADDENDUM "A"**

**GRANT OF FIRST RIGHT OF REFUSAL:** Landlord hereby gives and grants to Tenant for the term of the Lease, the right, privilege, and option to first purchase the Property described herein when Landlord receives and offer acceptable to Landlord (which such acceptance is wholly within the discretion of the Landlord), for the purchase thereof. Landlord agrees that, upon receipt of such an offer, it will disclose the terms of such offer to Tenant, in writing, within five (5) days following receipt of the offer. Tenant shall then have thirty (30) days after receiving notice of the terms of the offer within which to elect to purchase the property pursuant to Tenant's option to purchase as set forth above, provided such offer is received during the Term of the Option, or to purchase this Property as set forth in this right of first refusal for the same price and conditions as set out in the offer to Landlord.

## EXHIBIT "A"

Being all of that certain 0.502 Acre tract (Tract 1) and that certain 0.301 Acre tract (Tract 2) situated in the City of Farmersville, Collin County, Texas I the D.J. Jaynes Survey, Abstract No. 471 and the W.B. Williams Survey, Abstract No. 952 and being about 0.80 of an acre as described in a Deed of Trust recorded in Volume 1352, page335 of the Collin County Deed Records and being more particularly described in two tracts as follows:

### Tract 1-0.502 Acre

Beginning at a 5/8 inch iron rod set at the southeast corner of said 0.80 acre tract, being the intersection of the north line of U.S. Highway No. 380 (75 feet from centerline) with the west line of Raymond Street (25 feet from centerline) and said 5/8 inch set iron rod being the southeast corner hereof:

Thence North 83 deg. 42 min. 00 sec. West along the north line of U.S. Highway No. 380 and the south line of said 0.80 acre tract 175.00 feet to a 5/8 inch iron rod set at the southwest corner thereof, being the southeast corner of King Ridge One, an addition to the said City of Farmersville recorded in Cabinet C, page 501 of the Collin County Map Records and bears South 83 deg. 42 min. 00 sec. East, 88.00 feet from a disturbed concrete right-of-way monument found and said 5/8 inch set iron rod being the southwest corner hereof

Thence North 6 deg. 29 min. 40 sec. East along the east line of said King Ridge One addition and the west line of said 0.80 acre tract 125.00 feet to a 5/8 inch iron rod set therein and said 5/8 inch set iron rod being the northwest corner hereof;

Thence South 83 deg. 42 min. 00sec. East along the north line of the tract herein described 175.00 feet to a 5/8 inch iron rod set in the west line of Raymond Street and the east line of said 0.80 acre tract and said 5/8 inch set iron rod being the northeast corner hereof;

Thence South 6 deg. 29 min. 40 sec. West along the west line of Raymond Street and the east line of said 0.80 acre tract 125.00 feet to the place of beginning and calculated to contain 0.502 acre of land.