

COUNTY OF WILLIAMSON

**LEASE AGREEMENT  
BETWEEN THE  
CITY OF GEORGETOWN AND  
WILLIAMSON-BURNET COUNTY  
OPPORTUNITIES, INC.**

STATE OF TEXAS

**MADELLA HILLIARD NEIGHBORHOOD CENTER**

**WHEREAS**, the City of Georgetown, Texas (City), and Williamson-Burnet County Opportunities, Inc. (WBCO), a Texas nonprofit corporation, have since 1977 used the Madella Hilliard Neighborhood Center (Center), a City-owned property at 803 West 8<sup>th</sup> Street; and,

**WHEREAS**, the City Council recognizes the importance and value of the programs and services provided to the community at large by Williamson-Burnet County Opportunities through the Madella Hilliard Center; and,

**WHEREAS**, the WBCO services accomplish a public purpose; and,

**WHEREAS**, the City desires to continue this agreement which has benefited the community; and,

**WHEREAS**, the City agrees to honor the original provisions of the Department of Housing and Urban Development, Neighborhood Facilities Grant Program requirements (NFGP); and,

**WHEREAS**, the purpose of this agreement is to authorize the lease of City property to WBCO under the terms and conditions hereinafter set forth:

**NOW, THEREFORE**, in consideration of the covenants set forth above and terms and conditions set forth below, the parties agree as follows:

**WITNESSETH:**

**ARTICLE I. DESCRIPTION OF PREMISE/TERM OF LEASE**

A. **Premises.** The City of Georgetown, Texas (Landlord) does hereby demise and lease to Williamson-Burnet County Opportunities, Inc. (Tenant), and Tenant does hereby hire from Landlord the following described Premises, including the Improvements thereon:

Legal Description: Block 14 of the Rucker and Hodges Addition to the City of Georgetown, Williamson County, Texas

Street Address: 803 West 8<sup>th</sup> Street, Georgetown, Texas

together with all appurtenances thereto and with ingress and egress necessary and adequate for the conduct of Tenant's business as hereinafter described.

B. Lease Term. The term of this lease shall be for one (1) year, running from and including the first (1<sup>st</sup>) day of October, 2015, up to and including the thirtieth (30<sup>th</sup>) day of September, 2016. The term of this Lease may be extended for up to nine (9) successive one (year) terms and under and subject to the same covenants, provisos and agreements as are herein contained if Tenant requests and the City Council approves a distribution of public funds through the City Council's annual Strategic Partnerships for Community Services grant funding program for the purpose of payment by Landlord of the utility charges described in Section IC.C of this Lease. If the City Council authorizes such funding, then the term of this Lease shall be simultaneously extended for another one (1) year period (from October 1 through September 30).

C. Holding Over. Should Tenant fail to surrender the Premises, or any part thereof, upon the expiration of the Lease term, unless otherwise agreed in writing by Landlord, such holding over shall constitute and be construed as a tenancy at will only, at a daily rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. All provisions of this Lease except for those pertaining to Compensation and Lease term shall apply to Tenant's holdover occupancy. The inclusion of the preceding sentences shall not be construed as Landlord's consent for Tenant to hold over.

## ARTICLE II. WARRANTIES/PURPOSE AND USE

A. The purpose of this Agreement and use of the Premises shall be limited to programs for enhancement of the health, recreation, social and similar community services for the elderly as allowed by the NFGP requirements.

B. Further, Tenant shall use the Premises lease herein to ensure that the use and occupancy of the Premises, as well as the provision of services and other benefits will be available without regard to race, creed, color or national origin. Tenant hereby covenants not to deny on the basis of race, creed, color or national origin, to any person the use, benefits or services provided by the Center, nor provide any facility, services, or benefits to a person which are different or are provided in a different manner from those provided to others under the same program or activity.

C. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or of any other kind arising out of this Lease and there are no warranties which extend beyond those expressly set forth in this Lease.

## ARTICLE III. COMPENSATION

A. Landlord and Tenant mutually covenant and agree that the Tenant will have exclusive use of said property in exchange for the continuous provision of services Tenant provides to the community as described in Article II. Landlord and Tenant agree to honor provisions in the Department of Housing and Urban Development's NFGP requirements stipulating that the City will maintain the current use of this structure free from rental fees as therein provided.

B. City, in exchange for funding through the HUD'S NFGP requirements, recognizes and agrees to rent this facility free of charge.

## ARTICLE IV. MAINTENANCE

### **A. Landlord's Maintenance Responsibilities**

(1) Landlord, at Landlord's expense, shall keep in good order, condition and repair the foundations, exterior walls, exterior roof, major heating system air conditioning, water mains, gas and sewer lines, sidewalks, parking areas, and lawn of the Premises.

(2) Landlord shall not, however, be obligated to paint such exterior, nor shall Landlord be required to maintain the interior surface of exterior walls, windows, doors or plate glass. Landlord shall have no obligation to make repairs under this paragraph until a reasonable time after receipt of written notice from Tenant of the need for such repairs. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense, to the extent allowed by law.

### **B. Tenant's Maintenance Responsibilities**

(1). Maintenance. Tenant shall, throughout the Lease Term, keep and maintain the Improvements and the Premises in a good, clean condition of repair and maintenance. This obligation includes, but is not limited to the all plumbing, heating, air conditioning, including changing of filters, ventilation, electrical and lighting facilities and equipment within the Premises, fixtures, interior walls and interior surface of exterior walls, ceilings, windows, doors, and plate glass located within the Premises, all interior, exterior and structural components of the Improvements; and all driveways, parking areas, landscaping, drainage or filtration facilities or other improvements situated upon the Premises. Tenant shall not perform any acts or carry on any practices which might damage the structural integrity of the Improvements or the Premises. If any repairs or maintenance required to be made by Tenant are not made within ten (10) days after written notice from Landlord to Tenant, Landlord may (but has no obligation to) make such repairs or perform such maintenance, without liability to Tenant for any loss or damage which may result to its business by reason of such repairs or maintenance, and Tenant shall pay to Landlord, as additional Rent hereunder, the cost of such repairs or maintenance plus ten percent (10%) of such cost (as an administrative fee) within thirty (30) days after Tenant's receipt of a statement from Landlord. Tenant further agrees not to commit or allow any waste or damage to be committed on any portion of the Premises. Tenant agrees that upon the expiration or earlier termination of this Lease, Tenant shall deliver up said Premises to Landlord in as good condition as of the delivery of the Premises to Tenant, ordinary wear and tear excepted. Tenant further acknowledges that, except as expressly set forth in Section IV.A. of this Lease, Landlord shall not be required to perform any maintenance or to make any improvements or repairs of any kind or character on or to the Improvements, the Premises, or any portion thereof, during the Lease Term.

(2) Alterations. Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or

otherwise defacing the Improvements. All alterations, additions, improvements or fixtures (whether temporary or permanent in character) made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property on termination of this Lease and shall remain a part of the Premises without compensation to Tenant, or at Landlord's election, shall be removed by Tenant. If Tenant is not then in default, all furniture, unattached, movable trade fixtures and equipment installed in the Premises by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be so removed if required by Landlord, or if not so removed shall, at the option of Landlord, become the property of Landlord. In the event Landlord requires the removal of any alterations, additions, improvements or fixtures, Tenant shall, at its expense, repair and restore any portion of the Premises which is damaged by such removal. All such installations, removals and restorations shall be accomplished in good, workmanlike manner so as not to damage the Premises or the primary structure or structural qualities of the Improvements or the plumbing, electrical lines or other utilities serving the Premises.

(3) Performance of Work by Tenant. Any construction work done by Tenant upon the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and the requirements of any contract or deed of trust to which Landlord may be a party. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work. Tenant shall, upon Landlord's request, furnish bonds or other security satisfactory to Landlord against any such loss, liability or damage.

(4) No Liens. Tenant will not permit any mechanic's lien or liens to be placed upon the Premises, or any portion thereof, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Tenant, and in the case of the filing of any such lien, Tenant will immediately pay and discharge the same.

(5) Signs. All signs, decorations and advertising media on the Premises shall be subject to Landlord's prior written approval as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs shall be kept in good condition and in proper operating order at all times, and shall comply with all ordinances and regulations of the City of Georgetown, Texas. Tenant, at Tenant's sole expense, shall obtain required permits for all of Tenant's signs. Upon vacation of the Premises, Tenant must remove its signs from the Premises. If and when Tenant removes or alters its signs (for any reason including vacation), Tenant shall repair, repaint, and/or replace the Improvements fascia surface where signs are or were attached.

#### **C. Utilities**

If approved by the City Council as described in Section I.C. of this Lease, Landlord shall pay all charges for water, wastewater, electricity and garbage pick-up consumed by the Tenant upon the leased Premises. Any such payment by Landlord shall be from current revenues available to Landlord. Landlord shall not be liable for any interruption or failure whatsoever in any utility service.

**D. Destruction by Fire or Other Casualty**

In the event the leased Premises or the Improvements are partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Tenant shall give immediate notice to Landlord. Landlord, at Landlord's expense, may repair the damage and restore the leased Premises to substantially the same condition as immediately prior to the occurrence of the casualty. If Landlord, in its sole discretion, shall decide not to repair or rebuild the lease Premises, Landlord shall give Tenant notice of Landlord's election not to repair or rebuild and this Lease shall terminate. Tenant's obligations hereunder shall be fulfilled through the time of casualty.

**ARTICLE V. INSURANCE/INDEMNITY**

A. Tenant shall, at Tenant's expense, maintain a policy or policies of commercial general liability insurance pertaining to Tenant's use and occupancy of the Premises hereunder; such insurance to afford protection with limits of not less than One Million Dollars (\$1,000,000) combined single limit coverage for bodily injury, death to any one person or property damage in any one occurrence. Additionally, Tenant shall maintain umbrella liability coverage with limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) in excess of the underlying coverages. The insurance coverage required under this Article shall extend to any liability of Tenant arising out of Tenant's indemnity obligations under this lease. The adequacy of the coverage afforded by said insurance shall be subject to review by Landlord from time to time and Tenant shall to the extent required by Landlord increase the insurance coverage required by this Section. In addition to the remedies provided in this Lease, if Tenant fails to maintain the insurance required by this Section, Landlord may, but is not obligated to, obtain such insurance, and Tenant shall pay to Landlord upon demand as additional Rent the premium cost thereof plus interest from the date of payment by Landlord until repaid by Tenant.

B. All policies of insurance which Tenant is required to carry shall be issued in the forms required herein by good and solvent insurance companies licensed to do business in the State of Texas with a Best's Rating of AAA or higher and a Financial Size Category of VIII or higher. Each such policy shall be issued in the name of Tenant, but Landlord shall be named as an additional insured party on all such policies described herein, under a Form CG 2026 1185 (or equivalent), to the extent of Landlord's interest. Such policies shall be for the mutual and joint benefit and protection of Tenant and Landlord and any such other party in interest. Executed copies of each policy of insurance shall be delivered to Landlord prior to the Commencement Date. Thereafter copies of each insurance policy shall be so delivered within thirty (30) days before the expiration of each existing policy. If any insurance policy required hereunder shall expire or terminate, a renewal or additional policy shall be procured and maintained by Tenant in like manner and to like extent. All such policies shall contain a provision that the company writing said policy will give to Landlord and other additional insured parties at least fifteen (15) days notice in writing in advance of any cancellation or lapse. Tenant's policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Landlord may carry.

Tenant's personal property is not covered by any hazard insurance that may be carried by Landlord. Such insurance must be obtained by Tenant and such insurance policy shall provide that such coverage shall not be changed or terminated without thirty (30) days notice to Landlord in

writing, prior to such changes or termination in coverage. Tenant hereby waives any cause of action Tenant might have against Landlord on account of any loss or damage that would be covered by Tenant's required insurance for its personal property (regardless of whether actually obtained) or otherwise is insured against under any property insurance policy that covers the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements or business and which names Tenant as a party insured. Tenant further agrees to obtain from its insurance carrier endorsements to all applicable policies which waive the carrier's rights of recovery under subrogation or otherwise against Landlord.

B. Landlord and Landlord's employees and agent shall not be liable to Tenant or Tenant's employees, patrons, visitors, invitees, or any other persons for any injury or death to any such persons or for any damage to property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other person(s) on the premises of which the leased Premises is a part. Tenant agrees to indemnify and hold Landlord, its officers, directors, employees, attorneys and agents harmless from any and all claims for such injury, death and damage, whether the injury occurs on or off the leased Premises as well as for court costs and reasonable attorney's fees incurred.

#### ARTICLE VI. EVENTS OF DEFAULT

A The following events shall be deemed to be events of default by Tenant under this Lease:

- 1) Tenant shall fail to pay when due any sums payable by Tenant hereunder.
- 2) Tenant shall fail to comply with or observe any other provision of this Lease within fifteen (15) days after written notice by Landlord to Tenant specifying wherein Tenant has failed to comply with or observe such provision; provided, however, that if the nature of Tenant's obligation is such that more than fifteen (15) days are required for its performance, then Tenant shall not be deemed to be in default if Tenant shall commence such performance within such fifteen-day period and thereafter diligently prosecute same to completion.
- 3) Tenant shall make an assignment for the benefit of creditors.
- 4) Any petition shall be filed by or against Tenant under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed thereunder; or Tenant shall admit that it cannot meet its financial obligations as they become due.
- 5) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.
- 6) The business operated by Tenant shall be closed for failure to pay sales tax required by the State of Texas, or for any other reason.

If Landlord is required to notify Tenant of any default under the provisions of this Lease, such obligation shall terminate following the second notice of default delivered to Tenant within any twelve (12) month period during the Lease Term

B. Landlord shall not be in default in the performance of any obligation required to be performed by Landlord hereunder unless and until Landlord fails to perform such obligation within thirty (30) days after written notice from Tenant to Landlord specifying in detail Landlord's failure; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are appropriate for performance, then Landlord shall not be deemed to be in default if Landlord begins performing within said thirty-day period and diligently continues performance through completion. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. To the extent permitted by applicable law, Tenant hereby waives the provisions of Section 91.004(b) of the Texas Property Code (or any successor thereto), and any other laws which may grant to Tenant a lien upon any of Landlord's property or upon any Rent due to Landlord. The obligations of the landlord hereunder will be binding upon the owner of the Premises only during the period of such ownership and not before or after such time. Upon the transfer by an owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the landlord thereafter accruing, (but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership).

#### ARTICLE VII. REMEDIES

A. Upon the occurrence of any event of default by Tenant, Landlord shall have the option to pursue any and all remedies which Landlord then may have hereunder or at law or in equity, including, without limitation, any one or more of the following, in each case, without any notice or demand whatsoever.

(1). Terminate this Lease by notice in writing to Tenant in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises. To the extent permitted by Texas law, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, including all reasonable attorneys' fees incurred by Landlord relating to the default and termination of this Lease plus interest on all sums due Landlord by Tenant at the Past Due Rate.

(2) Enter upon and take possession of the Premises, and relet all or any part of the Premises on such reasonable terms as Landlord may elect (including, without limitation, such concessions and free rent as Landlord deems necessary or desirable) and receive the rent therefor, and Tenant agrees (i) to pay to Landlord on demand any deficiency that may arise by reason of such reletting for the remainder of the Lease Term, and (ii) that Tenant shall not be entitled to any rent or other payments received by Landlord in connection with

such reletting even if such rent or other payments exceed the amounts that otherwise would be payable to Landlord under this Lease. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in repossessing and reletting the Premises, including, without limitation, brokers' commissions, reasonable attorney's fees incurred in connection with the reletting and in connection with Tenant's default hereunder, expenses of repairing, altering and remodeling the Premises required by the reletting, and like costs.

(3) Make such payments or enter upon the Premises and perform whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including reasonable attorney's fees), and Tenant further agrees that Landlord shall not be liable for, and expressly releases Landlord from, any damages resulting from such actions, expressly including damages arising from Landlord's negligent acts or omissions.

B. Landlord may alter and/or change all locks or other security devices at the Premises in connection with any entry upon the Premises by Landlord as permitted in this Article. Landlord may lock out, expel or remove Tenant and any other person who may be occupying the Premises or any part thereof without being liable for prosecution or any claim for damages therefor, expressly including damages arising from Landlord's negligent acts or omissions upon the Premises. If Landlord alters or changes any lock or other security device, Landlord shall place a written notice on the main entrance of the Premises stating the name and location or telephone number of the person from whom the new key, combination or means of access may be obtained. The new key, combination or means of access shall be provided only during Landlord's regular business hours and Landlord shall not be required to provide to Tenant such new key, combination or means of access unless and until Tenant has cured all defaults hereunder. The provisions of this Section 17.2 supersede all provisions of '93.002 of the Texas Property Code (or any successor thereto). No re-entry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter terminate this Lease for a previous default.

C. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the 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 to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or default. No payment by Tenant or receipt by Landlord of any amount less than the amounts due by Tenant hereunder shall be deemed to be other than on account of the amounts due by Tenant hereunder, nor shall any endorsement or statement on any check or document accompanying any payment be deemed an accord and satisfaction.



D. If Landlord terminates Tenant's right of possession of the Premises without terminating this Lease, Landlord shall make reasonable efforts to relet all or any part of the Premises on such terms as Landlord shall deem reasonable (including, without limitation, such concessions, leasehold improvements, and free rent as Landlord deems necessary or desirable) by, within sixty (60) days after such termination of possession of the Premises, (i) placing a "For Lease" sign at the Premises, (ii) entering into a listing agreement with a real estate agent for the lease of the Premises, and (iii) showing the Premises to prospective tenants who request to see the Premises. Tenant expressly agrees that if Landlord takes the measures set forth in this Section, Landlord shall be deemed to have taken objectively reasonable measures to relet the Premises.

E. If Landlord takes possession of the Premises as permitted herein, then Landlord may keep in place and use all of the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure thereon by Landlord or repossession thereof by a lessor thereof or third party having a lien thereon. Landlord also may remove from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other property located thereon and place same in storage at any premises within Williamson County, Texas; and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage and shall indemnify and hold Landlord harmless from all loss, damage, cost, expense and liability in connection with such removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act. Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other property to Claimant, expressly including costs, expenses, loss, damage or liability arising out of Landlord's negligent acts or omissions. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

#### ARTICLE VIII. TEXAS LAW TO APPLY/VENUE

A. This agreement shall be construed under and in accordance with the laws of the State of Texas.

B. In the event of a breach of this Agreement any and all suits, claims, causes of action shall be instituted and maintained in Williamson County, Texas.

#### ARTICLE IX. ATTORNEY'S FEES

If a non-default party is required to take legal action to renegotiate a default by the other party, and the non-defaulting party prevails in court, that party shall be entitled to recover court costs, and reasonable attorney's fees from the defaulting party.

#### ARTICLE X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties to this Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease. It is expressly agreed by Tenant, as a material consideration for the execution of this Lease, that this Lease, with the specific references to written extrinsic documents, is the entire agreement of the parties; that there are, and were, no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease or the expressly mentioned extrinsic documents not incorporated in writing this Lease.

#### ARTICLE XI. TERMINATION

A. Either party may terminate this Lease upon sixty (60) days prior written notice providing, however, that the obligations as described herein are met by each party to date and during the sixty (60) day notice period.

B. In the event of a breach(s) of this Agreement and upon written notice thereof, the defaulting party shall cure such breach within the time specified in the notice. Absent emergency circumstance, the time shall not be less than fifteen (15) days, unless otherwise specified in this Agreement. A failure to cure said breach within the time specified shall result in immediate termination.

#### ARTICLE XII. MISCELLANEOUS

##### **A. Assignment/Subletting**

Tenant may not assign this Lease or sublet the Premises or any part thereof without the prior written consent of the Landlord. An assignment of subletting without consent shall be grounds for immediate termination.

##### **B. Right to Enter Premises**

Tenant shall permit Landlord and Landlord's agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purposes. Tenant shall also permit Landlord or Landlord's agents, on or after sixty (60) days next preceding the expiration of the term of this Lease to show the Premises to prospective tenants at reasonable times, and to place notices on the front of said Premises, or any part thereof, offering the Premises for lease or sale.

**C. Notice**

Notice, as required by this Agreement, shall be in writing to the following:

**LANDLORD**

Paul Brandenburg, City Manager  
City of Georgetown  
P.O. Box 409  
Georgetown, TX 78627-0409

**TENANT**

Diana Phillips, Executive Director  
Williamson-Burnet County Opportunities  
604 High Tech Drive  
Georgetown, TX 78627-0740

**D. Waiver of Breach**

The waiver by Landlord of any breach of any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

**E. Binding Effect**

Subject to the provisions of this Lease pertaining to assignment of the Tenant's interest, all provisions of this Lease shall extend to and bind, or inure to the benefit of, not only the parties to this Lease but to each and every one of the heirs, executors, representatives, successors, and assigns of Landlord or Tenant.

**F. Rights and Remedies Cumulative**

The rights and remedies of this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**G. Legal Construction**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**H. Hazardous Materials.**

Tenant shall not bring or permit to remain on the Premises any asbestos, petroleum or petroleum products, explosives, toxic materials, or substances defined as hazardous wastes, hazardous materials, or hazardous substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with the Permitted Use and stored in the usual manner and quantities. Tenant's violation of the foregoing prohibition shall constitute a material breach and default hereunder and Tenant shall indemnify, hold harmless and defend Landlord from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorneys' fees and court costs) caused by or arising out of a violation of the foregoing prohibition. Tenant shall clean up, remove, remediate and repair, in conformance with the requirements of applicable law, any soil or ground water contamination and damage caused by Tenant's violation of this provision in, on, under, or about the Premises during the Lease Term. Tenant shall immediately give Landlord written notice of any suspected breach of


this Section, upon learning of the presence or any release of any Hazardous Materials and upon receiving any notices from governmental agencies pertaining to Hazardous Materials which may affect the Premises. The obligations of Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this lease. Landlord shall have the right to enter upon the Premises from time to time to inspect same and to conduct thereon any environmental audit or assessment or perform any testing to confirm Tenant's compliance with the provisions of this Section, and in the event any such audit, assessment or test reflects that Tenant is in violation of this Section, in addition to Tenant's other obligations contained herein, Tenant shall reimburse Landlord for the cost of such audit, assessment or test.

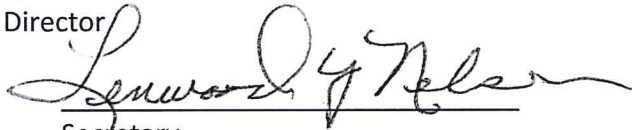
I. **Amendment**

This Lease may not be altered, waived, amended or extended except by an instrument in writing signed by Landlord and Tenant.


DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

**WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.**

  
\_\_\_\_\_  
Diana Phillips  
Executive Director

ATTEST:   
\_\_\_\_\_  
Secretary

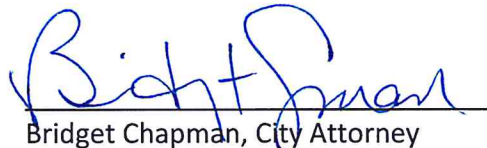
**THE CITY OF GEORGETOWN**

  
\_\_\_\_\_  
Dale Ross, Mayor

ATTEST:

  
\_\_\_\_\_  
Jessica Brettle, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bridget Chapman, City Attorney

STATE OF TEXAS

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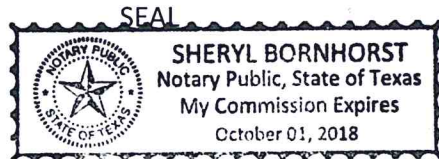
CORPORATE ACKNOWLEDGEMENT

COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the 21 day of October, 2015, by Diana Phillips, a person known to me, in her capacity as Executive Director of Williamson-Burnet County Opportunities, Inc.



*Sheryl Bornhorst*  
\_\_\_\_\_  
Notary Public, in and for the State of Texas