

17.686
IGYM Investments
P.O. BOX 1568
QUINLAN, TX. 75474
(903) 447-5775

FILED FOR RECORD
at 1:30 o'clock P M

AUG 23 2022

By BECKY LANDRUM
County Clerk, Hunt County, Tex.

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective January 01, 2021 by and between IGYM Investments Inc ("Landlord") and Hunt County Sheriffs Office ("Tenant"). Landlord is the owner of land and improvements commonly known and numbered as 2669 East Quinlan Parkway Quinlan, Tx. 75474 and legally described as follows: S2329 BRYAN PARK ADDN NO 2 BLK 1 LOT 8 METAL BUILDING APPROX 3000 SQ.FT.

Purpose of Lease:

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the purpose of creating a substation in the area of South Hunt County, Quinlan, Texas and is to be used by Hunt County Sheriff's Department.

1. Term.

The lease term will continue through the 2021-2025 elected term of the Hunt County Sheriff.

Lease renewals will be required after each election of Hunt County Sheriff.

The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

Landlord will not require monthly rental payments. In lieu of monthly payments Landlord requests that Tenant will be responsible for paying 63.5% (percentage derived by Hunt County Appraisal District) of the Annual Taxes on said property. Landlord will pay annual taxes in full and invoice Hunt County Sheriff Office for the agreed percentage of 63.5%. Payment for taxes will be made directly to Landlord.

Tax ID # on said property is 98856. 2020 TAX \$1264.43- 63.5% \$802.91

3. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, any and all necessary repairs or maintenance to the Leased Premises. Repairs include, but not limited to such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn, major mechanical systems, septic system repair, roof, drive way and exterior maintenance and repairs to building.

4. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

5. Insurance.

If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Tenant shall be responsible for the costs of repair not covered by insurance.

Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant at own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

6. Utilities.

Tenant shall pay all charges for gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease. Tenant shall pay \$35.00 per month for water. Landlord shall pay the amount due and separately invoice Tenant for Tenant's share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice.

7. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Tenant will be responsible for obtaining any necessary permission from governmental authorities for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

8. Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or

9. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

10. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

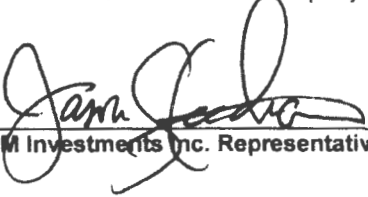
IGYM Investments inc.

P.O. Box 1568, Quinlan, Tx. 75474

If to Tenant to:

Hunt County Sheriffs Department

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

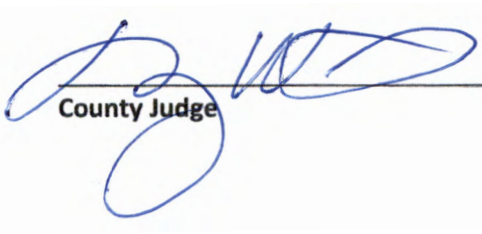


IGYM Investments Inc. Representative

1/20/2021
DATE

Hunt County Sheriff's office Representative

DATE



County Judge

9-23-2022
DATE