

**Tom Green County Commissioners' Court
May 15th, 2007**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session May 15th, 2007 in the Edd B. Keyes Building, with the following members present:

- Ralph E. Hoelscher, Commissioner of Precinct #1
- Aubrey deCordova, Commissioner of Precinct #2
- Steve Floyd, Commissioner of Precinct #3
- Richard Easingwood, Commissioner of Precinct #4
- Michael D. Brown, County Judge

1. County Judge Mike Brown called the meeting to order at 8:32 AM.

1 (A). Judge Mike Brown moved to approve a grant application request for "Family Unification Court" for Tom Green County for drug/alcohol related CPS cases. Commissioner deCordova seconded the motion. The motion carried 5-0. (Recorded with these minutes.)

1. (B) Judge Brown moved to approve the grant application request and resolutions for the Victim Coordinator and Liaison Grant and the Victim Assistance Grant for the District Attorneys' office. Commissioner Easingwood seconded the motion. The motion passed 5-0.

2. Commissioner Floyd moved to accept the Bills and Purchase orders as presented. Commissioner Easingwood seconded the motion. The following items were presented:

- A.** Approved Bills (Minutes of Accounts Allowable). Treasurer- May 9th –15th, 2007 \$ 1,438,613.18
- B.** Purchase Orders from May 7th –11th, 2007 in the amount of \$38,968.03.

3. Judge Brown moved to approve the following Personnel Actions:

The following salary expenditures are being presented for your *Approval*:

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Halfmann, Kathryn S.	Jail	Demotion	5-01-07	S14	\$1295.68 S/M	
Robeson, Jerry M.	Road & Bridge 2/4	Extend Temp Appt	4-23-07	N/A	\$11.65/Hour	
Carlson, Melanie c.	Juvenile Probation	Promotion	5-16-07	N/A	\$1667.21 S/M	
Cole, Gary W.	Jail	Transfer	5-14-07	L04	\$1210.73 S/M	
Painter, Dawn R.	Courthouse Security	New Hire	5-14-07	L04	\$1210.73 S/M	
Quezada, Abel S.	Courthouse Security	Vol. Downgrade	5-16-07	L04	\$1285.73 S/M	

The following personnel actions are presented for *Acknowledgement* and as a matter of record:

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Lindeman, Matthew T.	Jail	Resignation	5-18-07	L01	\$997.48 S/M	
Davis, Amy E.	District Attorney	Resignation	5-24-07	S03	\$7.12/Hour	
Balli, Erica N.	Jail	Military Leave	5-14-07	L04	\$1045.61 S/M	

The following personnel actions are presented for *Grants* as a matter of record: **NONE**
Commissioner deCordova seconded the motion. The motion passed 5-0.

3. Judge Brown moved to approve the following Line Item Transfers:

Department	Account	Budget Increase	Budget Decrease
330 State Shared	3337 State Comptroller		10,000.00
020 CCL#1	0201 Fica/Medicare	297.00	
020 CCL#1	0428 Travel & Training	4,703.00	
021 CCL#2	0201 Fica/Medicare	303.00	
021 CCL#2	0388 Cell Phone	465.00	
021 CCL#2	0428 Travel & Training	4,232.00	

Commissioner Floyd seconded the motion.
The motion passed 5-0. (Recorded with these minutes.)

1. (C). Judge Brown proposed lease agreement with the City of San Angelo for the former Hemphill-Wells Building as presented unless it is changed substantially. Commissioner Hoelscher seconded the motion. The motion passed 5-0.

4. Future Agenda Items:

1. Consider survey of all County property.

5. Announcements:

1. **Commissioner deCordova and the remainder of the Court applauded Election Administrator, Vona McKerley's, running of the recent election.**
2. **May 17th will be training in Courtroom A regarding the evaluations and merit based pay.**

6. Judge Brown adjourned the meeting at 9:42 AM.

I, Elizabeth McGill County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on May 15th, 2007.

I hereby set my hand and seal to this record May 15th, 2007.

Elizabeth McGill, County Clerk and
Ex-officio Clerk of the Commissioners' Court

Resolution of Governing Body

Legal Name of Applicant: Tom Green County

Unique Application Number: 1969901

Be it known at follows:

Whereas, Tom Green County, has applied or wishes to apply to the Office of the Governor for the following grant program:

Family Drug Court Grant

Whereas, the Tom Green County Commissioners' Court, has considered and supports and Application filed or to be filed with the Office of the Governor;

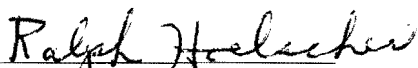
Whereas, Tom Green County has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the Office of the Governor as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

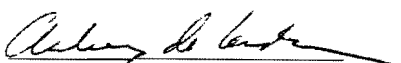
Name of the Person Designated as "Authorized Official" Honorable Michael D. Brown

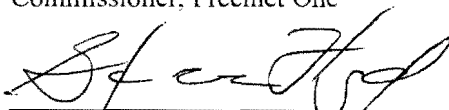
Position Title: Tom Green County Judge

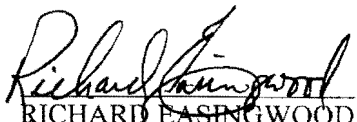
NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the Office of the Governor as well as the designation of the Authorized Official.

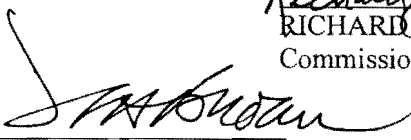
Passed and Approved this 15th day of May 15, 2007


RALPH HOELSCHER
Commissioner, Precinct One


AUBREY deCORDOVA
Commissioner, Precinct Two


STEVE FLOYD
Commissioner, Precinct Three


RICHARD EASINGWOOD
Commissioner, Precinct Four


MICHAEL D. BROWN
Tom Green County Judge

RESOLUTION OF GOVERNING BODY

Legal Name of Applicant: Tom Green County

Unique Application Number: O0053-08-0172

Be it known as follows:

Whereas, the Tom Green County District Attorneys' Office, has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program:

Victim Assistance Grant (OVAG)

Whereas, the Tom Green County Commissioners' Court, has considered and supports and Application filed or to be filed with the OAG;

Whereas, the Tom Green County District Attorneys' Office has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

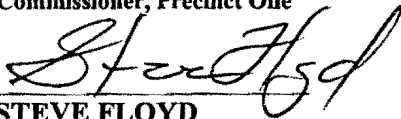
Name of Person Designated as "Authorized Official" Honorable Michael D. Brown

Position Title: Tom Green County Judge

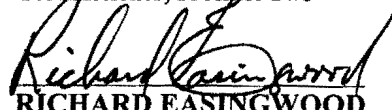
NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

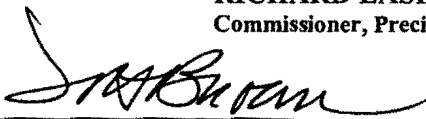
Passed and Approved this 15th Day of May 2007.


RALPH HOELSCHER
Commissioner, Precinct One


STEVE FLOYD
Commissioner, Precinct Three


AUBREY deCORDOVA
Commissioner, Precinct Two


RICHARD EASINGWOOD
Commissioner, Precinct Four


MICHAEL D. BROWN
Tom Green County Judge

Treasurers' Accounts Payable Report

Period of May 9, 2007 - May 15, 2007

Hand delivered Date: 05/11/07 Time: 4:30 p.m.

The attached report includes all funds that are subject to the County Treasurers' review. As a matter of procedure this report is submitted to the Commissioners' Court for approval, however, the following Funds or Bank accounts are not under the Commissioners' Court Jurisdiction nor do they require Court approval.

OPER Bank Account

Fund 45 County Attorney Hot Check Funds; Fund 47 -Jury Donations;
Funds 50 & 55 Dist Attorney Hot Check Funds;
CSCD Bank Account and JUV Bank Account.

Invoices related to Bank Accounts CSCD/JUV are processed by the Auditor and submitted for review by the Treasurer, prior to issuance of checks. All other invoices are submitted directly to the Treasurers' Office for processing and audited by the Auditors' Office prior to issuance of checks.

Bank Account Code - Budget

BOND- Property Tax Budget Bond Issues Operating Account
FORT- Operating Account for Sheriff and DA Forfeiture Funds
OPER -County Budget General Operating Account
CSCD- State Budget CSCD General Operating Account
JUV- State Budget Juvenile Operating Account
PC- Clearing account- Paychecks - Benefits-Deductions

Totals

\$891,352.57 All Bank Accounts- Refer to Last Page
\$547,260.61 Payroll-Employee Paychecks May 15, 2007
Payroll-Employee or Election Paychecks
Jury Checks
Voide-Month of
\$1,438,613.18 Grand Total

Submitted by

Dianna Spieker
Dianna Spieker, County Treasurer

Prepared by

Gloria P. Mata
Deputy Treasurer

Approved in Commissioner's Court on

May 15, 2007
Mike Brown
Mike Brown-County Judge

Ralph Hoelscher-Comm. Pct #1

Ralph Hoelscher

Aubrey de Cordova-Comm. Pct #2

Aubrey de Cordova

Steve Floyd-Comm. Pct #3

Steve Floyd

Richard Easingwood-Comm. Pct#4

Richard Easingwood

VOL. 87 PG. 276

COMMISSIONERS' COURT TOM GREEN COUNTY



Line-Item Transfers

Michael D. Brown
County Judge

May 10, 2007

Fund: Court at Law Excess State Supplement Fund; Fund 096

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
330 State Shared	3337 State Comptroller		10,000.00
020 CCL #1	0201 Fica/Medicare	297.00	
020 CCL #1	0428 Travel & Training	4,703.00	
021 CCL #2	0201 Fica/Medicare	303.00	
021 CCL #2	0388 Cell Phone	465.00	
021 CCL #2	0428 Travel & Training	4,232.00	

Reason

To Budget add'l \$ rcvd in FY06 for FY07




Department Head

5-15-07

Date Approved by Commissioners' Court

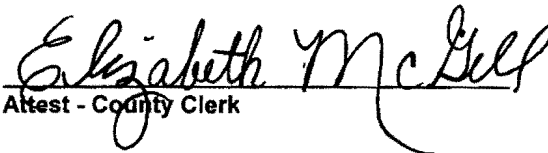

Nath Cadden
Department Head Auditor



County Judge

Auditor




Elizabeth McGuff
Attest - County Clerk

LEASE AGREEMENT

THE CITY OF SAN ANGELO, a Texas home rule municipal corporation, acting by and through its duly authorized Mayor, hereinafter known as "Lessor" or "City", whose address is 72 West College, P.O. Box 1751, San Angelo, Texas 76902, hereby leases under the following terms and conditions as hereinafter set out unto Tom Green County, a political and legal subdivision with the State of Texas, hereinafter known as "Lessee" or "County", whose address is 112 W. Beauregard, San Angelo, Texas 76903, the following described property, hereinafter known as "Leased Premises" or "Premises":

See attached Exhibit "A", a metes and bounds description, and Exhibit "B", a site map, which are incorporated herein by reference for all purposes.

1. IMPROVEMENTS.

- 1.1 Construct. Lessee agrees and covenants that it will construct, complete, fully equip, furnish and operate, at its cost and with the assistance of private donations, a public library (hereinafter referred to as "Library") for the citizens of Tom Green County. The Library shall be completed and in operation on the earliest possible date, but no later than December 31, 2011, and when completed shall be free from all mechanics' or other liens.
- 1.2 Contingent on Funding. Quality of construction, progress, completion and operation of the Library shall be directly dependent upon the level of funding provided by the County's budget and private donations for the project.

2. TERM.

Unless sooner terminated as provided by this Lease, the primary term of this Lease shall be for ninety nine (99) years beginning December 1, 2006 and ending on November 30, 2105.

3. RENT.

- 3.1 Amount. Lessee agrees to and shall pay Lessor in the City of San Angelo, Texas, as rent for the Leased Premises, the sum of One Dollar (\$1.00) in advance on the first day of each lease year. The total rent due for the term of this Lease is Ninety-Nine and 00/100 Dollars (\$99.00), which Lessee may prepay if it so elects.
- 3.2 Additional Consideration. Lessee shall bear all costs of such Library, including, but not limited to, remodeling and equipping the building, maintaining the Premises and operation of the Library. Additionally Lessee shall make available up to ten thousand square feet of space in County facilities suitable for use by Lessor as a records storage area ("Records Area") or other use compatible with County facilities. Lessee shall provide the allocated space with all necessary infrastructure including plumbing, electrical, mechanical and telecommunications facilities. City and County agree to determine the maintenance, insurance and utility payment responsibilities of the parties at such time as the space is allocated and the use of the space is agreed upon.

VOL 87 Page 277-A

4. USE OF LEASED PREMISES.

- 4.1 Use. Premises shall be used by Lessee primarily for a Library. The Premises may also be used for other governmental and public purposes so long as such uses do not unreasonably interfere with the provision of public library services. Such Library shall be in operation by December 31, 2011.
- 4.2 Termination. If at any time the Leased Premises and any improvements thereon shall cease to be used for such purpose, or such operation is not commenced as stated above, Lessor shall have the right to immediately terminate this Lease by written notice given to the Lessee as provided in Section 9. Additionally if County does not receive the private funds or pledges as it in its sole discretion deems necessary to remodel and utilize the building as a Library by January 15, 2010, then County shall have the right to immediately terminate this Lease by giving Lessor thirty (30) days written notice of its intention to terminate the Lease.
- 4.3 Continuous Use. Lessee shall continuously and uninterruptedly, during the lease term, during all business hours and on such days as businesses of like nature are open for business, occupy and use the Leased Premises for the purposes specified herein.

5. CONDITION OF LEASED PREMISES.

- 5.1 No Warranty. LESSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE EXCEPT THAT THE PROPERTY MAY BE USED UNDER LESSOR'S EXISTING AND FUTURE ORDINANCES, RULES AND POLICIES FOR THE PURPOSES SET FORTH IN, AND LIMITED BY THIS LEASE.
- 5.2 Asbestos Removal. Lessor represents that asbestos has been removed from the Premises.
- 5.3 Maintenance. Lessee agrees to keep and maintain the Premises and related landscaping save and except the public sidewalks and public water and sewer lines in a reasonably good and tenantable condition and appearance, to keep and maintain all plumbing, electrical and mechanical facilities, equipment or fixtures in good working order and to replace same when such is necessary and further agrees to keep said Premises in a reasonably neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and will keep said Premises cleared of all objectionable matter.
- 5.4 Failure to Maintain. In the event Lessee fails to maintain the Premises, then Lessor by and through the City Council, after reasonable notice and hearing, shall have the power and express authority to cause the Premises to be maintained or repaired, and Lessee expressly authorizes those acts. Lessee shall be responsible for the cost of such maintenance or repair beginning thirty (30) days from the date on which the work was completed.

6. LIMITATIONS OF LESSEE IN LEASED PREMISES.

- 6.1 No Assignment or Subletting. Lessee shall not assign or sublet this Lease, in whole or in part, without the written consent of Lessor. Lessor shall not unreasonably withhold its consent to assign or sublet this Lease.
- 6.2 Alterations, Additions, Improvements and Fixtures. Lessee may make alterations, additions or improvements to the Leased Premises provided they are in keeping with the purpose of the Lease. All structural alterations, additions or improvements made by Lessee, including that specified in Section 1 of this Lease, and all fixtures (except furniture and trade fixtures) constructed, placed or maintained on any part of the Leased Premises during the lease term are considered part of the real property of the Premises and shall become the property of Lessor at the termination of this Lease.
- 6.3 Removal. Upon the termination of this Lease, if Lessee is not in default, Lessee shall have the right to remove from the Premises all furniture, machinery, equipment or other trade fixtures owned or placed by Lessee so long as the removal will not cause any structural damage to the Premises and Lessee, at Lessee's cost, promptly restores any damage, structural or otherwise, caused by the removal.
- 6.4 Permits and Inspections. Improvements to the Premises shall comply with the Building, Electrical, Mechanical and Plumbing Codes of the City of San Angelo, and with the laws of the State of Texas, so far as one or more of them may be applicable. County shall not be required to pay fees for acquiring permits and City shall not perform inspections, provided however, City may perform fire safety inspections and plan reviews if requested by County.
- 6.5 Waste, Nuisance or Illegal Uses. Lessee shall not use, or permit the use of, the Leased Premises in any manner that results in waste of the Premises or constitutes a nuisance. Nor shall Lessee use or permit the use of the Premises for any illegal purpose. Lessee at its own expense will comply, and will cause its elected officials, officers, employees, agents and invitees to comply, with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning the use of the Premises, particularly all environmental laws and regulations, including but not limited to the laws and regulations relating to the use and storage of hazardous materials.
- 6.6 Compliance with ADA. Lessee agrees to comply with the applicable provisions of the Americans with Disabilities Act.

7. DEBTS RELATED TO LEASED PREMISES.

- 7.1 Utilities. Lessee shall pay or cause to be paid all charges for gas, electricity, telephone, water, sewer, rubbish removal, cable and any and all other utilities used on the Leased Premises throughout the term of this Lease, including any connection fees.
- 7.2 Legal Proceedings. Lessor shall not be required to join in any proceeding or contest brought by Lessee unless the provisions of any law require that the proceeding or contest be brought by or in the name of Lessor or any owner of the Premises. In that case, Lessor shall join in the proceeding or contest or permit it to be brought in

Lessor's name so long as Lessor is not required to bear any cost. Lessee, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges, interests and penalties incidental to the decision or judgment.

8. INDEMNIFICATION AND INSURANCE.

It is understood and agreed that these indemnification and insurance provisions shall apply to Lessee only to the extent allowed by law. Where Lessee is prohibited by law from providing insurance, Lessee shall fulfill its obligations by maintaining an adequate self-insurance fund or by requiring its contractors and subcontractors to provide them in compliance with this Section 8. Lessee shall require its contractors and subcontractors to indemnify the City provided such contractors and subcontractors are not prohibited from doing so by law.

8.1 Indemnification.

8.1.1 Indemnification of Lessor by Lessee. To the extent allowed by law only, County agrees to indemnify, defend and hold City, its councilmembers, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of County or City, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of County, its agents or employees, or the joint negligence of County and any other entity except the City, as a consequence of its execution or performance of this Lease or sustained in or upon the Premises, or as a result of anything claimed to be done or admitted to be done by County hereunder. This indemnification, to the extent it is allowed by law, shall survive the term of this Lease as long as any liability could be asserted.

8.1.2 Indemnification of Lessee by Lessor. To the extent allowed by law only, City agrees to indemnify, defend and hold County, its elected officials, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of City or County, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of City, its agents or employees, or the joint negligence of City and any other entity except the County, as a consequence of its execution or performance of this Lease or sustained in or upon the Premises, or as a result of anything claimed to be done or admitted to be done by City hereunder. This indemnification, to the extent it is allowed by law, shall survive the term of this Lease as long as any liability could be asserted.

8.1.3 Prospective Application. Any and all indemnity provided for in this Lease shall survive the expiration of this Lease and the discharge of all other obligations owed by the parties to each other hereunder and shall apply

prospectively not only during the term of this Lease but thereafter so long as any liability (including, but not limited to, liability for closure and post closure costs) could be asserted in regard to any acts or omissions of Lessee in performing under this Lease, but only to the extent allowed by law.

8.2 General Conditions. The following conditions shall apply to all insurance policies obtained by Lessee for the purpose of complying with this Lease.

8.2.1 Satisfactory Companies. Coverage shall be maintained with insurers licensed to do business in Texas.

8.2.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Lessee with Lessor, its councilmembers, officials, agents, and employees named as additional insureds, except on Workers' Compensation coverage.

8.2.3 Waiver of Subrogation. Lessee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against Lessee, its elected officials, officials, agents and employees, and City, its councilmembers, officials, agents, and employees.

8.2.4 Certificates of Insurance. At or before the time of execution of this Lease, Lessee shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Lessee shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alternations shall be furnished to City's Risk Manager at City Hall, 72 West College or P.O. Box 1751, San Angelo, Texas 76903.

8.2.5 Lessee's Liability. The procuring of such policy of insurance shall not be construed to be a limitation upon Lessee's liability. Lessee's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Premises. Failure of Lessee to maintain adequate coverage shall not relieve Lessee of any contractual responsibility or obligation.

8.3 Types and Amounts of Insurance Required. Lessee shall obtain, and continuously maintain in effect at all times during the term hereof, at Lessee's sole expense, insurance coverages as follows with limits not less than those set forth below:

8.3.1 Commercial General Liability. This policy shall be an occurrence-type policy, written in comprehensive form and shall protect the Lessee and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Lessee's employees) and damage to

property of the City or others arising out of the act or omission of the Lessee or its agents and employees. Coverage shall be as follows:

\$1,000,000.00	General Aggregate
\$ 500,000.00	Products- Completed Operations Aggregate
\$ 500,000.00	Personal & Advertising Injury
\$ 500,000.00	Each Occurrence
\$ 50,000.00	Fire Damage (any one fire)

8.3.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Lessee and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the Premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 500,000.00	Combined Single Limit
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8.3.3 Workers' Compensation and Employer's Liability. This insurance shall protect Lessee against all claims under applicable workers' compensation laws. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall be as follows:

Statutory Amount	Workers' Compensation
\$ 100,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease - Policy Limit
\$ 100,000.00	Employer's Liability, Disease - Each Employee

The foregoing requirement will not be applicable if, and so long as, Lessee qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Lease.

8.4 Sovereign Immunity. Nothing contained herein is intended to waive either party's sovereign immunity or any other statutory or common law limitation of either party's liability.

9. DEFAULT/ABANDONMENT OF LEASED PREMISES

- 9.1 Deserted or Vacated. In the event Lessee shall (1) intentionally abandon the Premises as evidenced in writing or (2) default in performance of any of the covenants or conditions required herein to be kept and performed by Lessee and such default continues for a period of ninety (90) days after written notification to Lessee of the default, Lessor shall have the right to terminate this Lease.
- 9.2 Notice. In the event of default, the non-breaching party shall give the breaching party thirty (30) days written notice of its intention to terminate the Lease, and the breaching party will have such thirty (30) days within which to cure such default and thereby avoid termination.

10. SURRENDER OF PREMISES; ABANDONED PROPERTY.

- 10.1 Restoration. Leased Premises and improvements including, but not limited to, those constructed by Lessee and any fixtures including, but not limited to, those installed by Lessee, shall become and remain the property of Lessor and shall be retained by Lessor. Lessee shall return said Premises, buildings and improvements to Lessor in good condition (reasonable wear and tear, Acts of God, or casualties associated with civil disorders or military activities excepted).
- 10.2 Delivery. Lessee agrees to promptly and peacefully deliver possession of the Leased Premises and improvements to Lessor upon termination of this Lease.
- 10.3 Abandoned Property. All items of personal property, including furniture, machinery, equipment and trade fixtures remaining in or on the Leased Premises after the expiration of ninety (90) days following the termination of this Lease shall be deemed abandoned by Lessee and shall become the property of Lessor.

11. MISCELLANEOUS.

- 11.1 Invalid or Illegal Provisions. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intent of the parties that the remainder of this Lease shall not be affected. It is also the intent of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there are 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 to be legal.
- 11.2 Cumulative Remedies. Any termination of this Lease shall not relieve Lessee from the payment of any sum or sums that then shall be due and payable to Lessor hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages from Lessee for any default thereunder. All rights, options and remedies of Lessor contained in this Lease or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of a breach of any of the covenants, conditions, agreements or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.
- 11.3 Force Majeure. Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which such party is not responsible or which is not in its power to control.
- 11.4 Notices. Any notice or demand that either party desires or is required to be given by this Lease shall be in writing and shall be deemed sufficient if sent by United States certified mail, return receipt requested, postage prepaid to the following:

If to Lessor: City of San Angelo
P.O. Box 1751
San Angelo, Texas 76902
Attn: City Manager

If to Lessee: Tom Green County
122 W. Harris Ave.
San Angelo, Texas 76903
Attn: County Judge

- 11.5 Amendments. No modification of this Lease shall be binding unless it be in writing and executed in due form by all of the parties hereto. Furthermore, Lessee takes the Leased Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to all statutes, ordinances and regulations of competent governmental authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.
- 11.6 Relationship of Lessor and Lessee. The relationship between Lessor and Lessee at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.
- 11.7 Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provisions of this Lease.
- 11.8 Interpretation and Venue. This Lease shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas, except that nothing herein shall be construed in derogation of the common law or statutory defenses or immunities of the parties.
- 11.9 Hold Over. It is distinctly understood and agreed by and between the Lessor and the Lessee that any holding over by Lessee of the herein demised Premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of Lessor.
- 11.10 Entire Agreement. The Lease constitutes the entire agreement between the parties hereto, and Lessor is not bound by any agreement, stipulation or representation made by any agent, employee or official of either party.

EXECUTED in duplicate originals on this the 21st day of May, 2007.

LESSOR:
CITY OF SAN ANGELO, Texas

ATTEST:

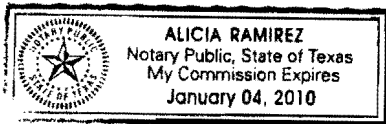
Alicia Ramirez
Alicia Ramirez, City Clerk

By:

Joseph W. Lown
Joseph W. Lown, Mayor

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 15th day of May, 2007,
by Joseph W. Lown, Mayor of the City of San Angelo.



Alicia Ramirez
Notary Public, State of Texas

LESSEE:
TOM GREEN COUNTY

By:

Michael D. Brown

Michael D. Brown, County Judge,
acting in his official capacity and
not individually

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 21 day of May,
2007, by Michael D. Brown, as County Judge of Tom Green County.



Ilma Potter Perez
Notary Public, State of Texas

Exhibit A

FIELD NOTES

25,500 Square Feet

May 29, 2007
07-A-0947n

Being an area of 25,500.00 square feet of land out of and a part of Lots 14, 15, 16 and 17, Block 8, Main Part of the City of San Angelo, Tom Green County, Texas as per plat recorded in Volume B, Page 271, Deed Records of Tom Green County, Texas and said 25,500.00 square feet tract being more particularly described by metes and bounds as follows;

Beginning at a 60d nail found for the northwest corner of this tract and said Lot 16 and also being the intersection of the east line of Irving Street and the south line of Beauregard Avenue;

Thence with the north line of this tract, said Lot 16 and 17 and the south line of said Beauregard Avenue, N. 69° 33' 13" E. at 100.00 feet pass the common corner of said Lot 16 and 17, in all a total distance of 125.00 feet to a 60d nail found for the north northeast corner of this tract;

Thence with an easterly line of this tract and across said Lot 17 and 14, S. 20° 26' 47" E. 120.00 feet to a 60d nail found for an ell corner of this tract;

Thence N. 69° 33' 13" E. 25.00 feet to a ½" iron pipe found for the east northeast corner of this tract;

Thence with the most easterly line of this tract, S. 20° 26' 47" E. 70.00 feet to a ½" iron pipe found for the southeast corner of this tract;

Thence with the south line of this tract, S. 69° 33' 13" W. at 50.00 feet pass the common line of said Lot 14 and 15, in all a total distance of 150.00 feet to a 60d nail found for the southwest corner of this tract;

Thence with the west line of this tract and said Lot 15 and 16 and the east line of said Irving Street, N. 20° 26' 47" W. at 90.00 feet pass the common corner of said Lot 15 and 16, in all a total distance of 190.00 feet to the place of beginning and containing an area of 25,500.00 square feet of land.

See Attached Plat of Survey


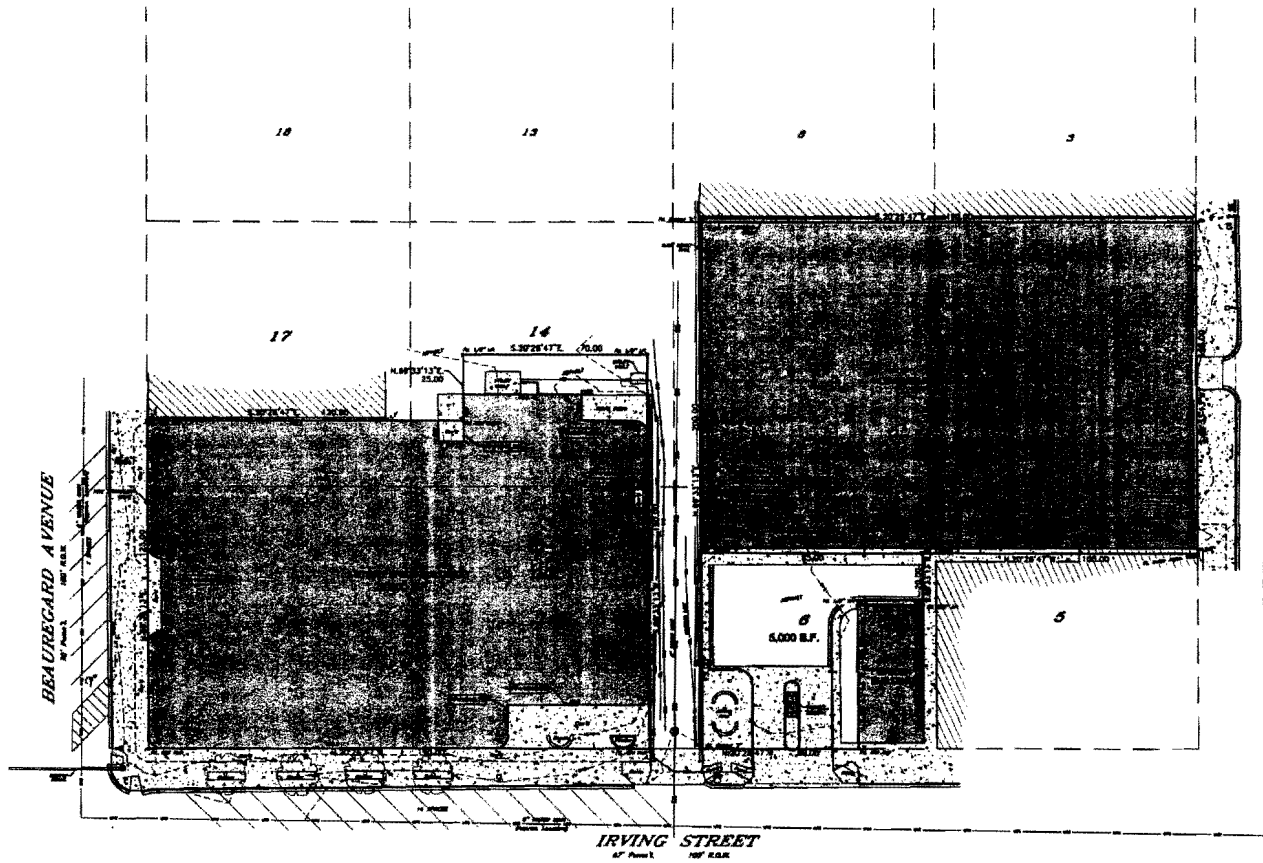

James G. "Stormy" Kimrey
Registered Professional Land Surveyor No. 2319



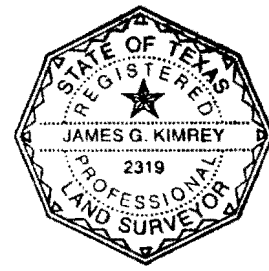
Exhibit B



- Scale 1"=30'
 SHOWN AS SHOWN, WITH
 THE PLAN OF RECORD.
- LEGEND**
- 15.000' SEWER MANHOLE
 - 15.000' WATER VALVE
 - 15.000' WATER METER
 - 15.000' LIGHT POLE
 - 15.000' SIGN
 - 15.000' EXISTING TRICE
 - 15.000' PROPERTY LINE
 - 15.000' CONTOUR LINE
 - 15.000' CURB AND GUTTER
 - 15.000' WATER LINE
 - 15.000' SEWER LINE
 - 15.000' GAS LINE
 - 15.000' UNDERGROUND ELECTRIC LINE
 - 15.000' TELEPHONE LINE
 - CONCRETE
 - BUILDING
 - ADJACENT BUILDING

SKG
 ENGINEERING
 SURVEYING • LABORATORY • ENVIRONMENTAL
 1722 SOUTH BRITAIN BLVD. PHONE 381-8811
 SAN ANGELO, TEXAS 76901 FAX 381-9118
 www.skg.com

NOTICE:
 This plat was prepared by SKG Engineering, Inc. under the supervision of James G. Kimrey, Registered Professional Land Surveyor, No. 2319, State of Texas. The survey was conducted on 08/14/2008. The plat was recorded on 08/20/2008. The plat is subject to the provisions of the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Land Surveying Act, Chapter 131, Texas Property Code.



PLAT SHOWING A SURVEY OF 5,000.00 SQUARE FEET AND 25,500 SQUARE FEET TRACTS OUT OF LOTS 4, 6, 7, 14, 15, 16, AND 17, BLOCK B, 18484 PART OF THE CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS, AS PER PLAT RECORDED IN VOLUME B, PAGE 271, DEED RECORDS OF TOM GREEN COUNTY, TEXAS.
 SEE ATTACHED METES AND BOUNDS DESCRIPTION.

James G. Kimrey
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2319