

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
July 5, 2005 ---- 9:00 a.m.

THE STATE OF TEXAS ON THIS THE 5th day of July, 2005 the
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court
present, to wit:

JEROME OWENS
MARTIN NASH
RUSTY HUGHES
JOE MARSHALL
JACK WALSTON
DONECE GREGORY

COUNTY JUDGE, Presiding
COMMISSIONER, PCT. #1
COMMISSIONER, PCT. #2
COMMISSIONER, PCT. #3
COMMISSIONER, PCT. #4,
COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the above
were:

JOYCE MOORE

COUNTY AUDITOR

Commissioner Hughes motioned the approval leasing the Wheat Law Office on 300
West Bluff Street for five years at \$1000 quarterly payments plus insurance and taxes.
The building will be used for **office space** for the commissioner's and secretaries. The
motion was seconded by **Commissioner Marshall**. All voted yes and none no.
SEE ATTACHED LEASE.

Agenda posted for 9:05 a.m.

A motion was made by **Commissioner Hughes** and seconded by **Commissioner Nash** to
adopt a **resolution** and approve matching funds waiver for a replacement project of **Otter
Creek Bridge on CR2590, in Precinct #2**. All voted yes and none no. SEE
ATTACHED RESOLUTION

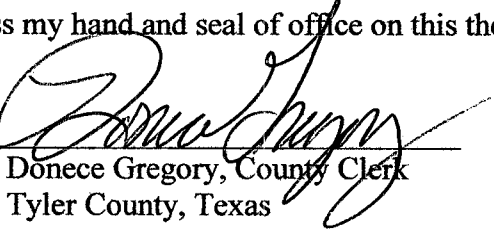
Commissioner Marshall motioned the meetings adjourned.....9:10 a.m.

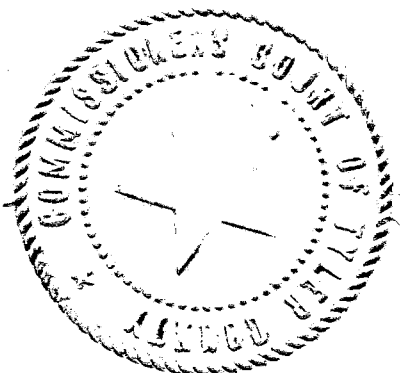
THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County
Commissioners Court, do hereby certify to the fact that the above is a true and correct
record of the Tyler County Commissioners Court session held on July 5, 2005.

Witness my hand and seal of office on this the 8th day of July, 2005.

Attest:


Donece Gregory, County Clerk
Tyler County, Texas



NOTICE OF TIME AND PLACE OF MEETING
COMMISSIONERS' COURT, TYLER COUNTY, TEXAS

THIS NOTICE IS POSTED IN ACCORDANCE WITH V.A.T.S.-17. NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING WILL BE HELD ON TUESDAY, JULY 5, 2005 AT 9:00 A.M. IN THE COMMISSIONERS' COURTROOM OF THE TYLER COUNTY COURTHOUSE.

AGENDA

1. CONSIDER AND APPROVE LEASE OF WHEAT LAW OFFICE, 300 W. BLUFF ST., WOODVILLE, TX.

*5 year lease
w/ option to extend*
[Signature]
JEROME OWENS
COUNTY JUDGE

\$1000 quarterly + insurance + taxes

*H/m
to approve lease
all year*

NO. _____ TIME 10:40 am

JUN 8 0 2005

DONDE GREGORY COUNTY CLERK
TYLER COUNTY, TEXAS
BY *[Signature]*

NOTICE OF TIME AND PLACE OF MEETING
COMMISSIONERS' COURT, TYLER COUNTY, TEXAS

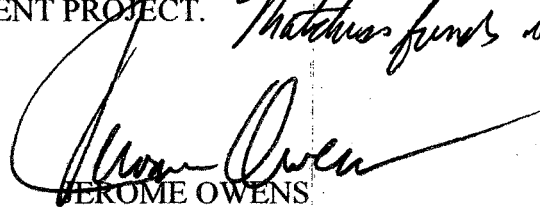
THIS NOTICE IS POSTED IN ACCORDANCE WITH V.A.T.S.-17. NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING WILL BE HELD ON TUESDAY, JULY 5, 2005 AT 9:05 A.M. IN THE COMMISSIONERS' COURTROOM OF THE TYLER COUNTY COURTHOUSE.

AGENDA


- H/N
1. CONSIDER AND APPROVE MATCHING FUNDS WAIVER RESOLUTION AND WAIVER RESOLUTION REQUEST LETTER FOR CR 2590 @ OTTER CREEK BRIDGE REPLACEMENT PROJECT.

replace bridge.

Matching funds to

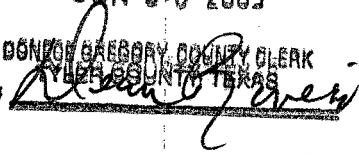


Jerome Owens
COUNTY JUDGE



Mady 9:10 PM

NO. _____ TIME 3:45 PM

JUN 9 0 2005
DONOVAN GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS
By 



Tyler County

JEROME P. OWENS
County Judge

COPY

July 5, 2005

Mr. Josiah Wheat, Jr.
P. O. Box 3222
Beaumont, TX 77704

Re: Lease of Wheat Law Office, 300 W. Bluff St.

Dear Joey:

The Commissioners approved the lease of the Wheat Law Office this morning in Commissioners' Court. I am enclosing two copies of the executed lease. After you have circulated the lease for signatures by members of the family, please return one executed copy to me.

As you know, the Commissioners are very anxious to get into the building and get the utilities turned on. I believe Collier Insurance Agency has the insurance on the building and you might ask him to contact me so that we can handle that matter as quickly as possible.

The auditor needs to know to whom to make the check payable. Upon receipt of the information, she will prepare the lease check covering the first quarter.

Thank you for your cooperation in this matter.

With best regards,

A handwritten signature in black ink, appearing to read "Jerome Owens", is written over the typed name and title.

Jerome Owens
County Judge

Enc: 2

LEASE

Date: 5 July, 2005

Landlord: Josiah Wheat, Jr.; Julia Wheat Roberts; Elizabeth Ann Seale; and Jennifer Wheat Zeavin

Landlord's Address:

Josiah Wheat, Jr.
P.O. Box 3222
Beaumont, Texas 77704
Jefferson County

Julia Wheat Roberts
304 Westmont
Laredo, Texas 78041
Webb County

Elizabeth Wheat Seale
919 Richardson
Jasper, Texas 75951
Jasper County

Jennifer Wheat Zeavin
3527 Bevann
Farmers Branch, Texas 75234
Dallas County

Tenant: Tyler County, Texas

Tenant's Address:

Tyler County
100 W. Bluff St.
Woodville, Texas 75979
Tyler County

Premises

Approximate square feet: 3,300 square feet
Street address/suite: 300 W. Bluff St.
City, state, zip: Woodville, Tyler County, Texas 75979

Permitted Use: Office Building

Term (months): Sixty (60) months

Commencement Date: July 5, _____, 2005

Termination Date: July 5, _____, 2010

Base Rent (quarterly): One thousand (\$1,000.00) dollars

Definitions

"Essential Services" means utility connections reasonably necessary for occupancy of the Premises.

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to -

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS".
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Pay quarterly, in advance, on the first day of the quarter, the Base Rent to Landlord at Landlord's Address.

5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

6. Obtain and pay for all utility services used by Tenant.

7. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

8. Repair and maintain the Premises to the extent that the expenses for said repairs and maintenance do not exceed five thousand (\$5,000.00) dollars in a single calendar year. Any repairs or maintenance in excess of this amount in a single calendar year shall be the obligation of the Landlord, normal wear excepted.

9. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord, as stipulated in paragraph 8 above.

10. Vacate the Premises on the last day of the Term.

11. Maintain suitable property and liability insurance policies covering the Premises during the Term and any period before or after the Term when Tenant occupies the Premises. Said policies must be endorsed to name Landlord as "additional insureds" and certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before Tenant occupies the premises.

12. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than its intended use.

1. Create a nuisance.

2. Permit any waste.

3. Use the Premises in any way that would void insurance on the Premises.

4. Allow a lien to be placed on the Premises.
5. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Repair and maintain the Premises only to the extent that, if expenses for repair and maintenance exceed five thousand (\$5,000.00) in a single calendar year, Landlord will be responsible for only the repairs and maintenance exceeding that amount in a single calendar year.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Insurance.* Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.

4. *Casualty/Total or Partial Destruction*

a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, and structural soundness of the exterior walls of the

Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any leasehold improvements that are within Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord before Landlord completes Landlord's restoration obligations.

b. If Landlord cannot complete the portion of the restoration for which Landlord is responsible within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord in writing within ten days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.

c. To the extent the Premises are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.

5. *Condemnation/Substantial or Partial Taking*

a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

6. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice.

7. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not comply with any provision of this lease for thirty days after default, terminate this lease.

8. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within thirty (30) days after written notice with any provision of this lease.

9. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages.

10. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

11. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

12. *Extension Option.* Landlord grants Tenant an option to extend the Term of this Lease for the period from July 5, 2010 to July, 2015 (the "Additional Term").

Tenant's rights under this option terminate if (a) the lease or Tenant's right to possession of the Premises is terminated, (b) Tenant assigns its interest in the lease or sublets any portion of the Premises, (c) Tenant fails to timely exercise the option, or (d) default exists at the time Tenant seeks to exercise the option.

Landlord and Tenant agree to the following:

- a. During the Additional Term the lease will continue as written.
- b. The option to extend for the Additional Term must be exercised by written notice delivered to Landlord ninety days before the Termination Date.

13. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

14. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

15. *Venue.* Exclusive venue is in the county in which the Premises are located.

16. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.


17. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

18. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

19. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

20. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

Landlord(s):



Josiah Wheat, Jr.

Julia Wheat Roberts
Julia Wheat Roberts

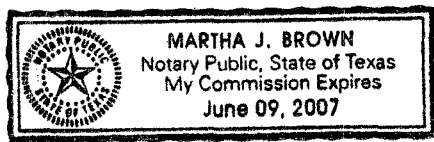
Elizabeth Wheat Seale
Elizabeth Wheat Seale

Jennifer Wheat Zeavin
Jennifer Wheat Zeavin

Tenant:
Tyler County, Texas

Jerome P. Owens
By: Jerome P. Owens, Tyler County Judge

This lease was SWORN TO AND SUBSCRIBED before me, the undersigned notary public, by Josiah Wheat, Jr. on July 11, 2005.



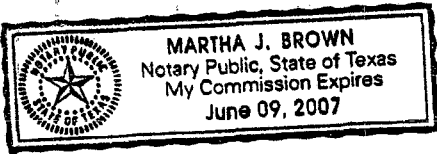
Martha J. Brown
Notary Public, State of Texas

This lease was SWORN TO AND SUBSCRIBED before me, the undersigned notary public, by Julia Wheat Roberts on July 28, 2005.



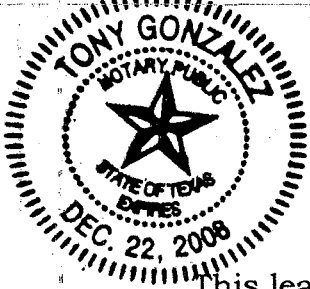
Tony Gonzalez
Notary Public, State of Texas

This lease was SWORN TO AND SUBSCRIBED before me, the undersigned notary public, by Elizabeth Wheat Seale on July 11, 2005.



Martha J. Brown
Notary Public, State of Texas

This lease was SWORN TO AND SUBSCRIBED before me, the undersigned notary public, by Jennifer Wheat Zeavin on July 28, 2005.



Jennifer Wheat Zeavin
Notary Public, State of Texas

This lease was SWORN TO AND SUBSCRIBED before me, the undersigned notary public, by Jerome P. Owens, Tyler County Judge, on behalf of Tyler County, Texas, on July 5th, 2005.

Mary W. Walters
Notary Public, State of Texas