

Lease Agreement

Basic Terms

Date: November 7, 2022

Landlord: City of Crockett, Texas

Landlord's Address: 200 N. Fifth St., Crockett, Texas 75835

Tenant: Crockett Merchant's Youth Baseball

Tenant's Address: 206 S. Fifth St., Crockett, Texas 75835

Premises: See Exhibit "A"

Term(months): 60 months Commencement Date: November 7, 2022

Termination Date: November 7, 2022

Base Rent: \$ 1.00 per year

Tenant's Pro Rata Share: 0%

Security Deposit: N/A

Permitted Use: Youth sports.

Tenant's Insurance: As required by Insurance Addendum

Landlord's Insurance: As required by Insurance Addendum

Definitions

"Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees

"Injury" means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Lienholder" means the holder of a deed of trust covering the Premises.

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

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," the Premises being currently suitable for the Permitted Use.

3. Obey (a) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Pay yearly, in advance, on the first day of April, 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. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

7. Repair, replace, and maintain the Premises, normal wear excepted.

8. Make repairs to the building and real estate necessary or advisable to make it fit for occupation for youth sports.

9. Keep the property in good order, safe for youth activities.

10. Pay all water, sewer, electricity and gas utility bills before delinquency.

11. Allow Landlord to file a financing statement perfecting the security interest created by this lease.

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

13. Make renovations to the building to accommodate youth sports and to help revitalize the image of Davy Crockett Park in that area.

14. Indemnify, defend, and hold Landlord and Lienholder, and their respective Agents, 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 the Permitted Use.

2. Create a nuisance.

3. Permit any waste.

4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

5. A lien to be placed on the Premises.

6. 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. Obey all laws relating to Landlord's operation of the Premises.

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:

Alterations: Any physical additions or Improvements to the Premises made by Tenant will become the property of Landlord.

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.

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

Release of Claims/Subrogation: Landlord and Tenant release each other and penholder, and their respective Agents, from all claims or liabilities for damage to the Premises, damage to or loss of personal property within the Premises, and loss of business or revenues that are covered by the releasing party's property insurance or that would have been covered by the required insurance if the Party fails to maintain the property coverages required by this lease. The party incurring the damage or loss will be responsible for any deductible. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN

PART BY THE ORDINARY NEGLIGENCE, STRICT LIABILITY, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ITS AGENTS.

Condemnation/substantial or partial taking

1. 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.
2. 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.
3. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

UNIFORM COMMERCIAL CODE. Tenant grants landlord a security interest in tenant's personal property now or subsequently located on the premises. This lease is a security agreement under the uniform commercial code.

DEFAULT BY LANDLORD/EVENTS. Defaults by landlord are failing to comply with any provision of this lease within thirty days after written notice.

DEFAULT BY LANDLORD/TENANT'S REMEDIES. Tenant's remedies for landlord's default are to sue for damages.

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 ten days after written notice with any provision of this lease.

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.

Landlord may enter and take possession of the premises by self-help, by picking or changing locks if necessary, and may lock out tenant or any other person who may be occupying the premises, until the default is cured, without being liable for damages.

DEFAULT/WAIVER/MITIGATION. It is not a waiver of default if the non-defaulting 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.

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.

ALTERNATIVE DISPUTE RESOLUTION. Landlord and tenant agree to mediate in good faith before filing a suit for damages.

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.

VENUE. Exclusive venue is in the county in which the premises are located.

ENTIRE AGREEMENT. This lease is the entire agreement of the parties concerning the lease of the premises by landlord to tenant. There are no representations, warranties, agreements, or promises pertaining to the premises or the lease of the premises by landlord to tenant, and tenant is

not relying on any statements or representations of any agent of landlord, which are not in this lease.

AMENDMENT OF LEASE. This lease may be amended only by an instrument in writing signed by landlord and tenant.

LIMITATION OF WARRANTIES. There. Are no warranties that extend beyond those expressly stated in this lease.

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 post al service, postage prep aid, 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.

ABANDONED PROPERTY. Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term.

CITY OF CROCKETT

By: _____

Dr. Ianthia Fisher, Mayor

CROCKETT MERCHANT'S YOUTH BASEBALL

By: _____

Sarah Goolsby, Board President

INSURANCE ADDENDUM TO LEASE

Date: November 7, 2022

Landlord: City of Crockett, Texas

Tenant: Crockett Merchant's Youth Baseball/Crockett Merchants Little League This insurance addendum is part of the lease.

A. Tenant agrees to maintain:

1. Causes of loss - special form insurance on Tenant's leasehold improvements and personal property in the Premises in an amount equal to the full replacement cost.

2. Commercial general liability insurance, including contractual liability insurance coverage, covering Tenant's operations within the Premises, with combined single limits of not less than \$1,000,000 per occurrence for bodily injury or property damage, naming Landlord as additional insured.

B. Landlord agrees to maintain:

1. Causes of loss-special form insurance upon the building in which the Premises are located in an amount equal to the full replacement cost.

C. Landlord and Tenant agree that:

1. The causes of loss-special form insurance policies maintained by them shall contain (a) an agreed evaluation provision in lieu of a co-insurance clause, (b) an increased-cost-of-construction clause, (c) debris removal coverage, and (d) a waiver-of-subrogation clause in favor of the party not carrying the insurance.

2. The commercial general liability insurance shall be primary to the maintaining party and not contributory to any similar insurance carried by the other party and shall contain a severability-of-interest clause.

EXHIBIT "A"

0.90 acres of land, apart of and out of that certain tract called 42.59 acres owned by the City of Crockett in the A. E. Gossett Survey, Abstract - 423, in Houston County, Texas and described in a deed of record in Volume 101, Page 506 of the Deed Records of Houston County, Texas; which 0.90 acres of land is described by metes and bounds as follows:

BEGINNING on a 1/2 inch Iron Rod (Found), for the east corner of this tract, the north corner of a called 0.45 acres tract (AKA The Swimming Pool, Inc. tract), the west corner of a called 8.8 acres tract (AKA the KIVY tract), in the southeast line of the called 42.59 acres tract, and in the acclaimed common line between the A. E. Gossett Survey (Abstract - 423) and the Henry Masters Survey (Abstract - 53);

THENCE South 55 degrees 00 minutes 00 seconds West along the southeast line of this tract, the southeast line of the called 42.59 acres tract, the common survey line between the A. E. Gossett and Henry Masters Surveys, and the northwest line of the called 0.45 acres tract at 111.08 feet passed a 2 1/4 inch Iron Pipe (Found), for the acclaimed west corner of the called 0.45 acres tract continuing to a total distance of 339.38 feet to a 3/4 inch Iron Rod (Set), for the south corner of this tract, in the southeast line of the 42.59 acres tract, and in the common survey line between the A. E. Gossett and Henry Masters Surveys;

THENCE North 35 degrees 08 minutes 41 seconds West, 24.96 feet along the most southerly southwest line of this tract to a 2 1/4 inch Iron Pipe Chain Link Fence Post (Found), for the beginning of a left curving chain link fence line whose radius is 170.60 feet and has a central angle is 38 degrees 40 minutes 27 seconds;

THENCE along said curving chain link fence line an arc distance of 115.15 feet to a 1 7/8 inch Iron Pipe Fence Post (Found), for the end of this curving line, the long chord of said curve bears North 32 degrees 51 minutes 05 seconds West, 112.98 feet;

THENCE North 54 degrees 59 minutes 10 seconds East 30.90 feet along an interior line of this tract to a 3/4 inch Iron Rod (Set) for an interior corner of this tract;

THENCE North 35 degrees 08 minutes 41 seconds West, 77.48 feet along the most northerly southwest line of this tract to a 3/4 inch Iron Rod (Set) for the most northerly north corner of this tract and being in the south margin of Brazos Street (AKA Park Drive);

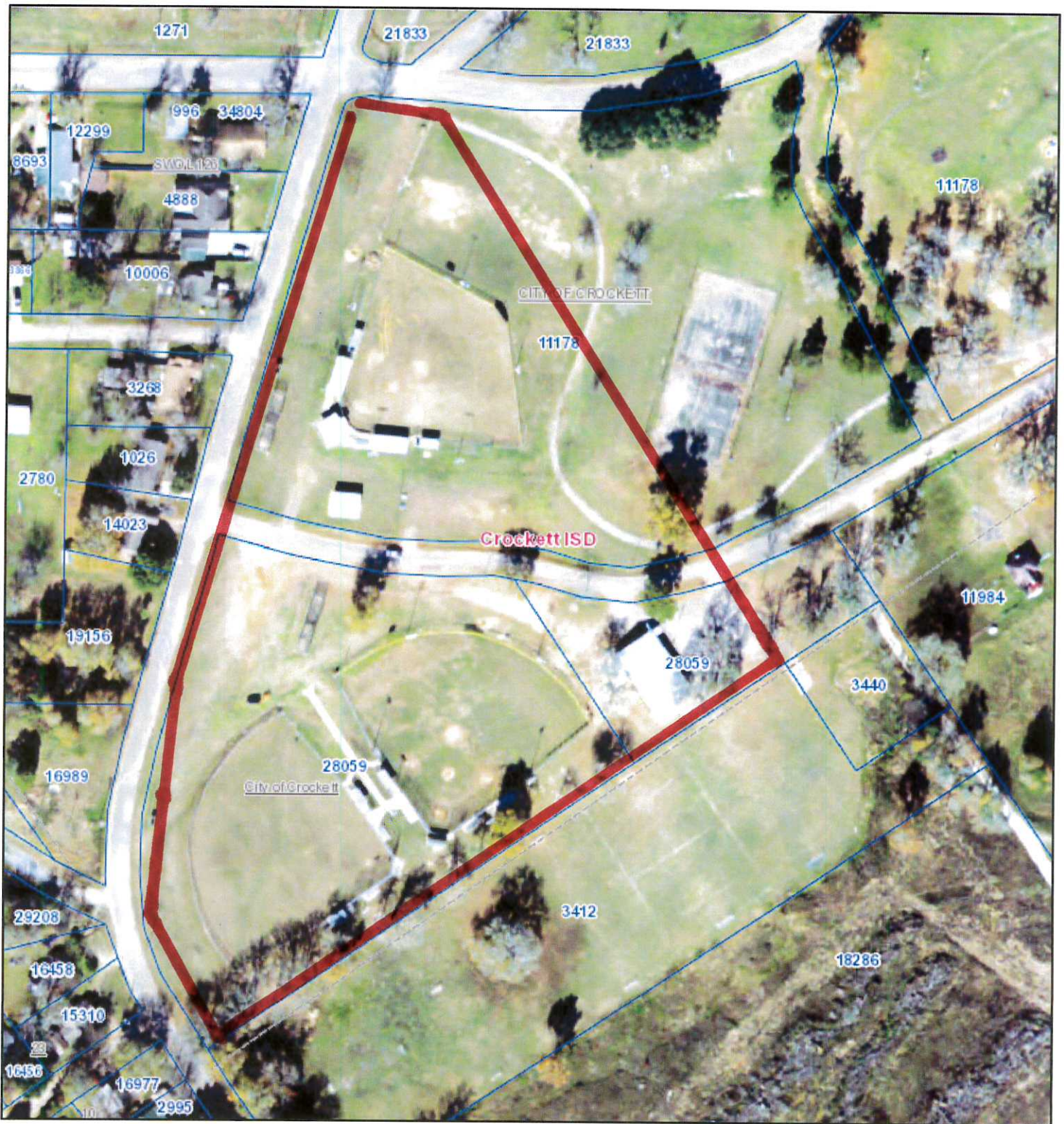
THENCE three calls along the south margin of Brazos Street (AKA Park Drive) as follows:

South 77 degrees 42 minutes 57 seconds East, 105.43 feet
to a 3/4 inch Iron Rod (Set)
North 80 degrees 28 minutes 52 seconds East 91.06 feet to
a 3/4 inch Iron Rod (Set)
North 63 degrees 33 minutes 16 seconds East, 152.01 feet
to a 3/4 inch Iron Rod (Set)

for the most easterly north corner of this tract and in the south margin of Brazos Street (AKA Park Drive);

THENCE South 35 degrees 21 minutes 10 seconds East, 76.10 feet along the northeast line of this tract to the POINT AND PLACE OF BEGINNING containing 0.90 acres of land."

EXHIBIT "B"



11/2/2022, 11:47:55 AM

 Parcels

1:2,257

