

LEASE AGREEMENT BETWEEN

CITY OF MONTGOMERY, TEXAS

AND L.D. JACOBS, TRUSTEE

DATE: _____, 2024

LANDLORD: L.D. Jacobs, Trustee, and his heirs, administrators, and successors

Landlord's Address:

P.O. Box 1370
Montgomery, Tx. 77316-9260

Tenant: CITY OF MONTGOMERY, TEXAS

Tenant's Address:

City of Montgomery
101 Old Plantersville Rd
Montgomery, TX 77316

Premises: Being two tracts of land situated in the John Corner Survey, Abstract No. 8, Montgomery County, Texas. Exhibit "A" is the McCown Street Parcel and Exhibit "B" is the Liberty Street Parcel. Exhibit "C" is a map of the parcels described in Exhibit "A" and "B".

Term: Five (5) years

Commencement Date: _____, 2024

Termination Date: _____, 2029

Early Termination: Notwithstanding anything herein to the contrary, either Landlord or Tenant may terminate this agreement upon thirty (30) days written notice to the other party.

Rent: Tenant shall annually pay to Landlord the amount of \$1.00 which shall be paid in the month of February of each year of the 5-year term or any extended term of the lease. Tenant shall remit payment without invoices from the Landlord. Tenant may pay the rent amount for any, or all, of the years of the term of this Agreement. **Tenant shall pay the annual ad valorem taxes for the Premises for each year this Agreement is in place; such payment shall be made prior to the taxes becoming delinquent.** SEE Exhibit D for 2023 Tax Statements.

Permitted Use of Premises:

1. Tenant and its authorized agents and/or permittees may use the Premises at any time for any Tenant-authorized event to include event parking, at no additional cost to the Tenant.
2. Tenant shall be permitted to construct, install, maintain, utilize and operate a parking lot and stage gazebo on the Premises, along with related appurtenances, including but not limited to, overhead and/or underground lighting and electricity, fencing, benches, gazebos and other improvements necessary to promote public use for public events. Tenant may use of the Premises as an overflow parking area and events area for the City of Montgomery and the public.

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 its 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. Obtain and pay for all utility services used by Tenant and not provided by Landlord.
5. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers.
6. Repair, replace and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
7. Vacate the Premises on the last day of the Term.
8. Maintain a liability insurance policy covering the Premises in an amount not less than \$1,000,000 per occurrence and provide Landlord certificates of insurance or other proof of said insurance on request. The liability policy must be endorsed to name Landlord as additional insured.

9. Maintain the Premises in a neat and attractive condition, and reasonably mowed and maintained.

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. 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.
6. Construct any improvements to the Premises except with Landlord's written consent.

C. Landlord agrees to:

1. Lease to Tenant the Premises subject to the Term and Termination Date provisions.
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.

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 in writing 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. *Default by Landlord/Event.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice.
4. *Default by Landlord/Tenant's Remedies.* Tenant's sole remedy for Landlord's default is to terminate the lease.
5. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent after being given thirty (30) day's written notice by Landlord; (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 other than the defaults set forth in (a) and (b).
6. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to terminate this lease by written notice and sue for damages.
7. *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.
8. *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 written notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend this Term.
9. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
10. *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.
11. *Venue.* Exclusive venue is in Montgomery County, Texas.
12. *Entire Agreement.* This lease constitutes 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 lease of the Premises by Landlord to Tenant that are not in this lease.
13. *Amendment of Lease.* This lease may be amended only by an instrument in

writing signed by Landlord and Tenant.

14. *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.
15. *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 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, person delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Abandoned Property.* Landlord may retain, destroy or dispose of any property left on the Premises at the end of the Term.
17. *Binding on Successors.* This lease shall be binding on the parties' heirs, administrators, successors and assigns.
18. *Recording the Lease Agreement.* Landlord and Tenant agree that this lease Agreement may be recorded in the Real Property Records of the County Clerk of Montgomery, County.

[EXECUTION PAGE FOLLOWS]

LANDLORD:

L.D. Jacobs, Trustee

TENANT:

CITY OF MONTGOMERY, TEXAS

Byron Sanford, Mayor

ATTEST:

Nici Browe, City Secretary



After Recording Return To:

City of Montgomery
101 Old Plantersville Rd
Montgomery, TX 77316

EXHIBIT "A"

TRACT ONE:

Property | 123953 2023 Maps Print

General Info Status: Certified

ACCOUNT		OWNER	
Property ID:	123953	Name:	JACOBS, L D TRUSTEE
Geographic ID:	7280-02-01300	Secondary Name:	
Type:	R	Mailing Address:	PO BOX 1370 MONTGOMERY TX USA 77356-1370
Legal:	MONTGOMERY TOWNSITE 02, TR 13,15 AREA B, ACRES 0.127	Owner ID:	78988
Description:		% Ownership:	100.00 %
Property Use:	600	Exemptions:	
		State Code:	F1

LOCATION	
Address:	MCCOWAN ST, MONTGOMERY TX 77356
Market Area:	
Market Area CD:	1102.C
Map ID:	
Zoning:	

Resolution: 0.11

EXHIBIT "B"

TRACT TWO:

Property | 123954 2023 Maps Print

General Info Status: **Certified**

ACCOUNT	OWNER
Property ID: 123954 Agent:	Name: ROSE, LESTER R & BETTY J
Geographic ID: 7280-02-01400	Secondary Name:
Type: R	Mailing Address: PO BOX 512 MONTGOMERY TX USA 77356-0512
Legal: S728002 - Montgomery Townsite 02, Lot 14, 3025 SQUARE FEET	Owner ID: 85519
Description:	% Ownership: 100.00 %
Property Use: 600	Exemptions:
	State Code: F1

LOCATION
Address: LIBERTY ST, MONTGOMERY TX 77356
Market Area:
Market Area CD: 1102.C
Map ID:
Zoning:

Resolution: 0.08

EXHIBIT "C"

Leased Area - Combined Exhibits A&B

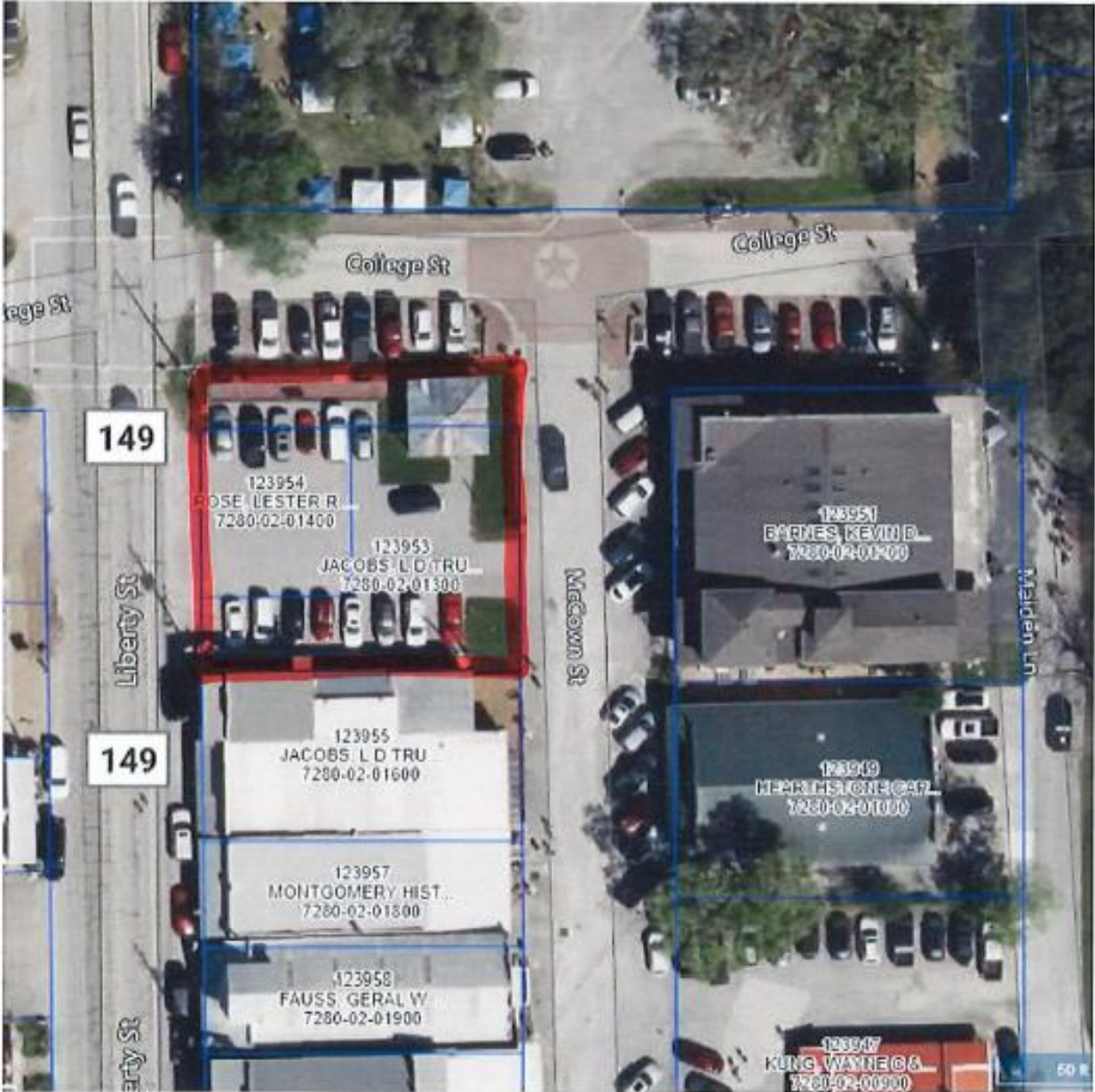


EXHIBIT "D"

2023 YEAR TAX STATEMENT



TAMMY J. MCRAE
MONTGOMERY COUNTY TAX ASSESSOR-COLLECTOR
 400 N. SAN JACINTO
 CONROE, TX 77301-2823
 PHONE NO. (936) 539-7897

Mail To:
 JACOBS L D TRUSTEE
 PO BOX 1370
 MONTGOMERY, TX 77356-1370

Legal Description:
 MONTGOMERY TOWNSITE 02, TR. 13,15 AREA
 B, ACRES 0.127

Account No: 00.7280.02.01300
CAD No: R123953

As of Date: 03/26/2024

Legal Acres: .1270
Parcel Address: MCCOWAN ST
Print Date: 03/26/2024

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	AG/TIM Market Value	Non-Qualifying Value
Land	Improvement						
\$44,260	\$3,610	\$47,870	\$47,870	\$0	\$0	\$0	\$47,870

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Value			
MONTGOMERY COUNTY	\$47,870		\$0	\$47,870	0.369600	\$176.93
MONTGOMERY CO HOSPITAL DI	\$47,870		\$0	\$47,870	0.049900	\$23.84
MONTGOMERY ISD	\$47,870		\$0	\$47,870	1.048700	\$502.01
CITY OF MONTGOMERY	\$47,870		\$0	\$47,870	0.400000	\$191.48
<i>WITHOUT A CITY SALES TAX, YOUR CITY TAX WOULD INCREASE BY \$216.99</i>						
MONTGOMERY CO ESD 2	\$47,870		\$0	\$47,870	0.100000	\$47.87

Total 2023 Tax: \$942.13
Total 2023 Levy Paid To Date: \$942.13
2023 Levy Due: \$0.00
Total 2023 Due: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY THE END OF:						
04/01/2024 9%	04/30/2024 11%	05/31/2024 13%	07/01/2024 15%	07/31/2024 18 + 20%	09/03/2024 19 + 20%	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

School Information:
 MONTGOMERY ISD 2023 M&O .67440000 I&S .37430000 Total 1.0487000 2022 M&O .85460000 I&S .37430000 Total 1.2289000

TO PAY BY CREDIT CARD PLEASE CALL 1-800-351-7929 AND USE BUREAU CODE 7898505 OR VISIT WWW.MCTOTX.ORG

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.							7.1.59
AMOUNT DUE IF PAID BY THE END OF:							Print Date: 03/26/2024
04/01/2024 9%	04/30/2024 11%	05/31/2024 13%	07/01/2024 15%	07/31/2024 18 + 20%	09/03/2024 19 + 20%		
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

MONTGOMERY COUNTY TAX OFFICE
 TAMMY J. MCRAE
 400 N San Jacinto
 CONROE, TX 77301-2823



00.7280.02.01300
 JACOBS L D TRUSTEE
 PO BOX 1370
 MONTGOMERY, TX 77356-1370

AMOUNT PAID:
\$ _____

000000R123953 000000000000 000000000000 3

2023 YEAR TAX STATEMENT



TAMMY J. MCRAE
 MONTGOMERY COUNTY TAX ASSESSOR-COLLECTOR
 400 N. SAN JACINTO
 CONROE, TX 77301-2823
 PHONE NO. (936) 539-7897

Mail To:
 ROSE LESTER R & BETTY J
 PO BOX 512
 MONTGOMERY, TX 77356-0512

Legal Description:
 5728002 - MONTGOMERY TOWNSITE 02, LOT
 14, 3025 SQUARE FEET

Account No: 00.7280.02.01400

Legal Acres: .0000
 Parcel Address: LIBERTY ST

CAD No: R123954

As of Date: 03/26/2024

Print Date: 03/26/2024

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	AG/TIM Market Value	Non-Qualifying Value
Land	Improvement						
\$24,180	\$6,520	\$30,700	\$30,700	\$0	\$0	\$0	\$30,700

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Value			
MONTGOMERY COUNTY	\$30,700		\$0	\$30,700	0.369600	\$113.47
MONTGOMERY CO HOSPITAL DI	\$30,700		\$0	\$30,700	0.049800	\$15.29
MONTGOMERY ISD	\$30,700		\$0	\$30,700	1.048700	\$321.95
CITY OF MONTGOMERY	\$30,700		\$0	\$30,700	0.400000	\$122.80
<i>WITHOUT A CITY SALES TAX, YOUR CITY TAX WOULD INCREASE BY \$139.16</i>						
MONTGOMERY CO ESD 2	\$30,700		\$0	\$30,700	0.100000	\$30.70

Total 2023 Tax: \$604.21
 Total 2023 Levy Paid To Date: \$0.00
 2023 Levy Due: \$604.21
 Total 2023 Due: \$658.59

Exemptions:

AMOUNT DUE IF PAID BY THE END OF:		Taxes become delinquent on February 01, 2024.			
04/01/2024 9%	04/30/2024 11%	05/31/2024 13%	07/01/2024 15%	07/31/2024 18 + 20%	09/03/2024 19 + 20%
\$658.59	\$670.67	\$682.75	\$694.84	\$855.56	\$862.82

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PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

7.1.59

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Print Date: 03/26/2024

04/01/2024 9%	04/30/2024 11%	05/31/2024 13%	07/01/2024 15%	07/31/2024 18 + 20%	09/03/2024 19 + 20%
\$658.59	\$670.67	\$682.75	\$694.84	\$855.56	\$862.82

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

MONTGOMERY COUNTY TAX OFFICE

TAMMY J. MCRAE

400 N San Jacinto

CONROE, TX 77301-2823



* 0 0 7 2 8 0 0 2 0 1 4 0 0 *

00.7280.02.01400
 ROSE LESTER R & BETTY J
 PO BOX 512
 MONTGOMERY, TX 77356-0512

AMOUNT PAID:

\$ _____

000000R123954 000000065859 000000067067 1