

**FRANKLIN COUNTY WATER DISTRICT, AND  
CITY OF MOUNT VERNON, TEXAS**

---

**AMENDED AND RESTATED LEASE AGREEMENT**

---

This **AMENDED AND RESTATED LEASE AGREEMENT** (the “**Lease**”) is made and entered on the Effective Date (hereinafter defined) by and between the **FRANKLIN COUNTY WATER DISTRICT**, a conservation and reclamation district and political subdivision of the State of Texas (the “**Lessor**” or “**District**”), and the **CITY OF MOUNT VERNON, TEXAS**, a general law Type A municipality in Franklin County, Texas (the “**Lessee**” or “**City**”) (each individually a “**Party**” and collectively the “**Parties**” herein).

**RECITALS**

**WHEREAS**, the District and City have entered into an Amended and Restated Water Purchase Contract, dated on or about December 17, 2024, whereby the District has agreed to sell water to the City and the City has agreed to purchase water from the District upon certain terms, conditions, and provisions, as amended (the “**Water Purchase Contract**” herein), which Water Purchase Contract, as amended, is incorporated by reference herein as though fully set forth herein;

**WHEREAS**, the City presently has a permanent pumping station and intake structure, as well as other associated lines, facilities, equipment, infrastructure, and appurtenances, located on the Premises (hereinafter defined), which Premises serves as the “Point of Delivery” under the Water Purchase Contract, as amended;

**WHEREAS**, the District and City entered into that certain Lease Agreement, dated on or about January 14, 1985, recorded in Volume 192, Page 493 of the Real Property Records of Franklin County, Texas, for the Premises (hereinafter defined) (the “**Original Lease**” herein);

**WHEREAS**, the Parties hereby desire to supersede, restate, and amend the Original Lease in its entirety and enter into this Lease upon the terms, conditions, and provisions herein expressed; and

**WHEREAS**, this Lease is binding on the Parties, same to include its lawful successor and assigns.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. **Original Lease Superseded.** Upon the Effective Date of this Lease, the Original Lease and any and all amended or prior leases shall be completely merged into, amended, restated, and superseded by this Lease for all intents and purposes.
2. **Demised Premises; Lease Purpose.** Subject to the covenants, conditions, reservations, restrictions, rules, and regulations, herein contained or incorporated herein by reference, the District, as Lessor, hereby leases and demises unto the City, and the City, as Lessee, hereby leases and takes from the District the surface only of that certain 1.353-acre tract or parcel of land to function and serve as the “Point of Delivery” under the Water Purchase Contract, as amended, and for no other purposes (the “**Premises**” herein), which Premises are more particularly depicted and described in the attached **Exhibit A** and **Exhibit B**, which Exhibit A and Exhibit B are incorporated herein for all intents and purposes. LESSEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES PRIOR TO THE EXECUTION OF THIS LEASE, AND LESSEE IS RELYING SOLELY UPON ITS OWN EXAMINATION AND INSPECTION OF THE PREMISES IN ENTERING INTO THIS LEASE, AND NOT ANY REPRESENTATION, WARRANTY, OR OTHER STATEMENT, WRITTEN OR ORAL, MADE BY LESSOR OR ANY LESSOR REPRESENTATIVE.
3. **Non-Exclusive Lease.** The Parties hereto agree, understand, and acknowledge that the Lease is a non-exclusive lease in that the District may allow other parties to cross the Premises or place structures on the Premises so long as such crossing or placing of structures does not materially interfere with or endanger the City’s use of the Premises for the purposes herein expressed.
4. **Term.** The Parties hereto agree, understand, and acknowledge that this Lease shall run concurrently with the term set forth in the Water Purchase Contract, and shall renew for a like period of time as any subsequent amendment or renewal of said Water Purchase Contract. The Parties further agree, understand, and acknowledge that in the event the Water Purchase Contract, or any amendment thereto, is terminated, or this Lease, or any amendment hereto, is terminated, the City may continue to use the Premises for the purposes herein expressed for so long as the City continues to purchase water from the District.
5. **Consideration.** The Parties hereto agree, understand, and acknowledge that the City via the Water Purchase Contract, as amended, is providing sufficient consideration and compensation to the District and, accordingly, no additional consideration or compensation shall be paid by the City to the District for the lease granted hereby.
6. **Lessor’s Access to Premises.** As a material consideration and condition for entering into this Lease, Lessee hereby acknowledges that Lessor expressly reserves to itself the right to enter upon the Premises at any and all reasonable times for the purposes of (i) inspecting the Premises to determine whether Lessee is complying with the provisions of this Lease; (ii) performing any obligations or duty which Lessor may have to the public in general; (iii) enforcing and assisting in the enforcement of all valid laws, rules, codes, ordinances,

and other regulations governing Lessor, Lessee, or the Premises; and (iv) exercising any other right of Lessor hereunder.

7. **Assignment**. The Parties hereto agree, understand, and acknowledge that the Lease may not be assigned in whole or in part for any purpose by either Party without the prior written consent of the other Party hereto.
8. **Amendment; Modification**. The Parties hereto agree, understand, and acknowledge that the Lease may be amended or modified at any time by written agreement of the Parties hereto.

**HAVING READ AND UNDERSTANDING ALL THE PROVISIONS OF THIS LEASE, THE PARTIES AGREE TO ITS TERMS. THIS LEASE IS EFFECTIVE AS OF THE LATTER OF THE SIGNATURES HEREINAFTER PROVIDED (THE "EFFECTIVE DATE" HEREIN).**

*[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
EXECUTION PAGES TO IMMEDIATELY FOLLOW.]*

**LESSOR:**

**FRANKLIN COUNTY WATER DISTRICT**  
a conservation and reclamation district and political  
subdivision of the State of Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF FRANKLIN**       §

**BEFORE ME**, the undersigned, a Notary Public in and for the said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared \_\_\_\_\_, the President of the District, known to me and to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the official act of the **FRANKLIN COUNTY WATER DISTRICT**, and that he/she executed the same as the act of the **FRANKLIN COUNTY WATER DISTRICT** for the purposes and consideration therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(NOTARY SEAL)

**LESSEE:**

**CITY OF MOUNT VERNON, TEXAS**  
a general law Type A municipality in Franklin  
County, Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Secretary

**THE STATE OF TEXAS           §**  
  **§**  
**COUNTY OF FRANKLIN         §**

**BEFORE ME**, the undersigned, a Notary Public in and for the said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared \_\_\_\_\_, the Mayor of the City, known to me and to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the official act of the **CITY OF MOUNT VERNON, TEXAS**, and that he/she executed the same as the act of the **CITY OF MOUNT VERNON, TEXAS**, for the purposes and consideration therein expressed and in the capacity therein stated.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(NOTARY SEAL)

**EXHIBIT A**  
**PREMISES – LEGAL DESCRIPTION**

**1.353 Acre Tract:**

All that certain tract or parcel of land situated in the County of Franklin, State of Texas, being a portion of the John C. Miller Survey, Abstract No. 311, and being a portion of that certain 202.6 acre Tract No. 13 conveyed by Robert Brannon to Mrs. Mary Majors by deed recorded in Volume 60, page 174 of the Deed Records of Franklin County, Texas, and further being described as being a portion of the land presently owned by the Franklin County Water District, and bounded as follows:

- BEGINNING at a 4-inch iron pipe set in concrete found in the 390 Contour Line of Lake Cypress Springs, same being the southwest corner of a 5.261 acre tract conveyed by Jessie R. Pitcock, Sr., et ux to Franklin National Bank by deed recorded in Volume 179, page 689 of the Deed Records of Franklin County, Texas, same also being the most Westerly northwest corner of a 2.299 acre tract described in Lease Agreement from Jessie R. Pitcock to Franklin National Bank, said beginning stake lies South, 2517.2 feet, and West, 341.5 feet from the northeast corner of the Miller Survey;
- THENCE South 42 deg. 22 min. East along the west boundary line of the said 2.299 acre tract, 150.6 feet to a 4-inch iron pipe set in concrete;
- THENCE South 20 deg. 33 min. East continuing along the west boundary Line of the said 2.299 acre tract, 99.9 feet to an iron rod for corner, same being the south west corner of the said 2.299 acre tract;
- THENCE South 76 deg. 10 min. West, 186.62 feet to an angle point;
- THENCE South 82 deg. 23 min. West, 95.58 feet to an iron rod for corner in the east right of way line of Farm Road No. 115;
- THENCE North 19 deg. 37 min. West along said Highway right of way line, 207.58 feet to an iron rod for corner in the 390 Contour Line of Lake Cypress Springs;
- THENCE North 57 deg. 01 min. East along said 390 Contour Line, 8.72 feet to an iron rod for angle point;
- THENCE North 72 deg. 58 min. East continuing along said 390 Contour Line, 211.03 feet to the place of beginning, and containing 1.353 acres of land.

**EXHIBIT B**  
PREMISES – PROPERTY DEPICTION

JOHN C. MILLER SUR.  
Abst. No. 311

0.30 Ac.  
J. G. Majors  
10  
Peoples Telephone Co.  
Vol. 117, p. 523

Jessie R. Pitcock, Sr. et al.  
5.261 Ac.  
To Franklin National Bank  
Vol. 179, p. 689

Mrs. Mary Majors  
6.0 Ac.  
M.D. Corlock & Marcus D. Taylor, Trustees & Clyde Elliott  
Vol. 60, p. 174  
Vol. 164, p. 128

M.D. Corlock & Marcus D. Taylor  
to L. T. Miller

R M

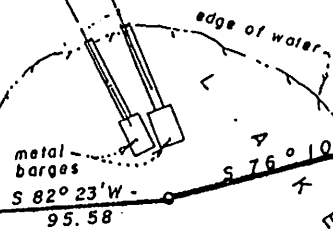
ROAD

Robert Brannon  
NO. 115

2.299 Ac. Lease  
Franklin National Bank  
Mt. Vernon, Texas

Begin South - 2517.2  
& West - 341.5 from  
N. E. C. Miller Sur.

1.353 AC.



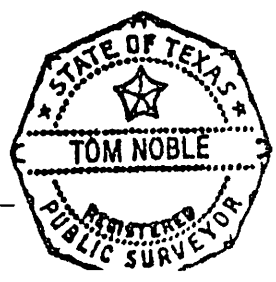
SURVEY PLAT  
SHOWING A PORTION OF THE  
JOHN C. MILLER SURVEY, A-311  
FRANKLIN COUNTY, TEXAS

We, Noble Land Surveyors, a Professional Corporation, do hereby certify that the plat hereon was prepared from an actual and accurate survey made on the ground under our supervision.

Given under my hand and seal this 7th day of June, 1985.

*Tom Noble*

REGISTERED PUBLIC SURVEYOR NO. 2097



SCALE  
1" = 100'