

ASSIGNMENT AND ASSUMPTION OF LEASE

Assignor: Woodhead Legacy LLC, a Texas limited liability company

Assignor's Mailing Address:

21219 Kings River Point
Humble, Texas 77346

Assignee: 5M Legacy Properties LLC, a Texas limited liability company

Assignee's Mailing Address:

125 Valley Springs Court
Hempstead, Texas 77445

Property (including any improvements):

Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Block One Hundred Forty-Three (143) of Town of Hempstead, Waller County, Texas, according to the map or plat thereof, recorded in Volume 106, Page 306, Deed Records, Waller County, Texas.

Assumed Lease: Commercial Lease by and between Woodhead Legacy LLC and Waller County, a political subdivision on the State of Texas effective January 1, 2022.

Consideration: Cash and other good and valuable consideration.

Assignor is conveying the Property to Assignee by deed dated this date.

Assignor, for the consideration and subject to the Exceptions to Conveyance and Warranty in the special warranty deed with vendor's lien, to the extent they affect the Assumed Lease, assigns to Assignee all of Assignor's right, title, and interest in and to the Assumed Lease. Assignor binds Assignor and Assignor's heirs and successors to warrant and forever defend all and singular the Assumed Lease to Assignee and Assignee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Assignor but not otherwise, except as to the Exceptions to Conveyance and Warranty in the special warranty deed, to the extent they affect the Assumed Lease.

Assignee assumes and agrees to perform the landlord's obligations under the Assumed Lease arising after this date. The obligation to repay security and prepaid rental deposits to tenants under the Assumed Lease is limited to the amount of cash delivered or credited by Assignor to Assignee with respect to security and prepaid rental deposits. Assignee will indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims arising out of or related to Assignee's failure to perform any of the obligations of the landlord under the Assumed Lease after this date.

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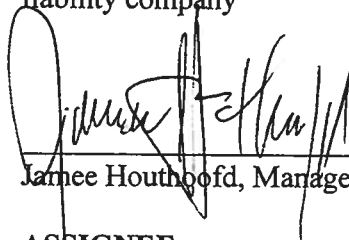
Assignor will indemnify, defend, and hold Assignee harmless from any loss, attorney's fees, expenses, or claims arising out or related to Assignor's failure to perform any of the obligations of the landlord under the Assumed Lease before this date.

The lease provides for no security deposit.

When the context requires, singular nouns and pronouns include the plural.

ASSIGNOR:

WOODHEAD LEGACY LLC, a Texas limited liability company



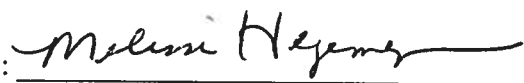
Jamee Houthoofd, Manager

ASSIGNEE:

5M Legacy Properties LLC,
a Texas limited liability company

By: 

Mark Hegemeyer, Managing Member

By: 

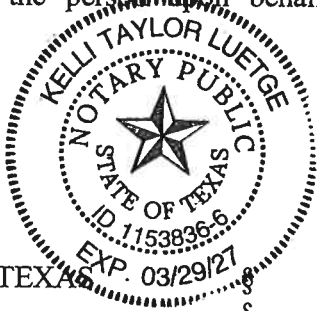
Melissa Hegemeyer, Managing Member

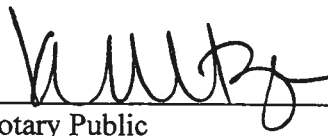
THE STATE OF TEXAS

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COUNTY OF WALLER

On the 5 day of January in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Jamee Houthoofd, Manager of Woodhead Legacy LLC, a Texas limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.





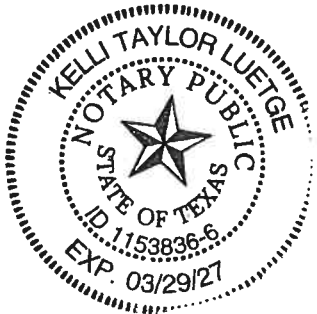
Notary Public

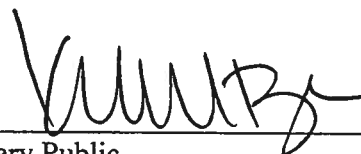
THE STATE OF TEXAS

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COUNTY OF WALLER

On the 5 day of January in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Hegemeyer and Melissa Hegemeyer, Managing Members of 5M Legacy Properties LLC, a Texas limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.





Notary Public

LEASE AGREEMENT

This "*Lease Agreement*" (herein, the "*Lease*") is made and entered into, agreed to be effective the 1st day of January, 2022 (the "*Effective Date*" hereof), by and between WOODHEAD LEGACY LLC, a Texas Limited Liability Company, acting herein, by and through its duly authorized "Managing Member", JAMEE L. HOUTHOOFD (herein called "*Lessor*" and/or "*Landlord*"), and WALLER COUNTY (herein called "*Lessee*" and/or "*Tenant*"). The Lessor/Landlord and Lessee/Tenant are each a "Party", and collectively, the "Parties" to this Lease.

For valuable consideration, the Parties hereby agree and covenant, each with the other, as follows:

Subject to the following terms, provisions and conditions, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described property and premises (the "*Premises*");

A commercial office building (the "*Building*"), with appurtenant land and improvements, containing approximately 4,380 square feet of area, together with at least 15 street side paved parking spaces and other improvements, as set out on the diagram(s) and site plans and specifications attached hereto, and incorporated herein; said Building, land and improvements being located on that certain tract or parcel of land in the City of Hempstead, Waller County, Texas at the intersection of Wilkins and 12th Streets, and being more particularly described as:

BEING Lots Nine (9) and Ten (10), Block 143 of the City of Hempstead, Waller County, Texas; and more commonly known as **645 12th Street, Hempstead, Texas 77445** (herein, the "*Property*").

The Parties understand and agree that Lessor may construct additional improvements on adjoining properties, and that the driveways and parking spaces may interconnect.

1. Term and Rent. Subject to the terms hereof, this Lease shall be for an initial term of five (5) years (the "*Initial Term*"), beginning on the Effective Date, as defined above.

During the Initial Term of this Lease, Lessee shall pay to Lessor a base monthly rent in the sum of Three Thousand Five Hundred Seventy-Five and No/100 (\$3,575.00) (the "*Base Rent*"), the same being due and payable in full on the first day of each month during the Initial Term of this Lease. All rental payments shall be made to the Lessor and remitted to the following address: **21219 Kings River Point, Humble, Texas 77346.**

Additional Rent: Real Property Taxes on the Property. In addition to the monthly Base Rent as set out above, the Lessee shall additionally pay to Lessor, as "*Additional Rent*", an additional lump-sum amount, equal to the total Real Property Taxes and Assessments assessed and billed to the Property each calendar year. Lessor shall pay all such Taxes and Assessments. In December of each year, after receipt of said year's final, aggregate Real Property Tax Bills, Lessor shall provide Lessee a copy of such Bills, and Lessee shall reimburse Lessor for all such Taxes and Assessments paid by Lessor, within thirty (30) days after receipt.

This Additional Rent amount shall continue for the duration of the Lease, and shall be adjusted annually, as stated above, based upon the most recent tax assessment generated by the Waller County Tax Assessor-Collector's Office; the intent being for this Additional Rent amount to be enough, but not more than enough to cover the total ad valorem property taxes assessed against the Property on an annual basis.

2. Use of the Property and Premises. Lessee shall use and occupy the Premises for the purpose of offices for the Waller County District Attorney's Office, including storage and clerical purposes incidental to such uses, and for no other uses or purpose, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

Sublease. Lessee shall not sublease the Premises or any part of it, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

3. Maintenance and Alteration.

(a) Repairs and Maintenance. During the term of this Lease, the Landlord shall maintain the roof, foundation, parking, the structural soundness of the walls, doors, corridors, windows and other such structures of the Property and Premises. Both Landlord and Tenant shall each be responsible for ensuring that their respective repairs, maintenance, renovations and construction are made in accordance with all federal, state and local laws and ordinances.

(b) Tenant Repairs. The Lessee shall be responsible for and shall maintain all heating, ventilation and air conditioning systems, electrical systems and utility connections. Tenant shall maintain the Premises and shall repair, maintain and/or replace any damage or injury to all or any part of the Premises and/or the Property, including, specifically, but not limited to, that caused by any act or omission or negligence of Tenant or Tenant's employees or invitees. All repairs and replacements must be equal in quality and class to the original work.

(c) No Modification. Tenant shall not make any modification to the Property or Premises, without the prior written consent from Landlord, which consent shall not be unreasonably withheld.

(d) Clarification of Repairs and Expenses. The Parties agree that the following repairs and expenses shall be allocated between them as set out below. It shall be the responsibility of the Lessee to notify the Lessor of any problem which Lessee believes to be the responsibility of Lessor to repair:

(1) RESPONSIBILITY OF LESSOR (at Lessor's sole cost):

(a) Maintain the building structurally (as stated herein above).

(b) Repairs and Expenses not specifically assigned to Lessee herein.

(2) RESPONSIBILITY OF LESSEE (at Lessee's sole cost):

(a) All utility costs.

(b) Perform all custodial and routine maintenance expenses, including lawn maintenance.

(c) Replacement of light bulbs.

(d) Repair/maintain air conditioning/heating units, electrical system problems (as stated herein above).

(e) Monitor the parking lot and driveway areas and keep the same clean and free of debris, trash and other obstructions.

4. Ordinances and Statutes. Lessor warrants that the Premises will comply with all legal requirements upon tender of possession, including zoning, applicable building codes and any restrictive covenants. Lessee shall comply with all statutes, ordinances and requirements of all

municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Property and Premises, occasioned by or affecting the particular use thereof by Lessee.

5. Taxes. Tenant shall pay all real estate taxes on the Property and its structures to Lessor, by the Additional Rent, as set forth above, and such taxes shall be paid by the Lessor; but Lessor shall have no liability or responsibility for any of Lessee's personal property taxes assessed against Tenant's personal property.

6. Tenant's Insurance. During all times this Lease is in effect, Tenant must, at Tenant's expense maintain in full force and effect from an insurer authorized to operate in Texas (or through a governmental risk pool such as Texas Association of Counties):

(a) General Liability Insurance, in an amount equal to or greater than coverage amounts per occurrence in place as of the Effective Date of this Lease; per occurrence; plus/and

(b) Personal property damage insurance for Tenant's business operations and its contents on the Premises, in an amount sufficient to replace such contents after a casualty loss. LANDLORD HEREBY INFORMS TENANT THAT TENANT IS ADVISED TO ADDITIONALLY OBTAIN "FLOOD INSURANCE". AND IF TENANT DECLINES TO OBTAIN SUCH INSURANCE, TENANT DOES SO AT ITS OWN RISK. AND THE PARTIES EXPRESSLY AGREE THAT LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGES SUFFERED BY TENANT. IF TENANT'S FLOOD INSURANCE WOULD HAVE INDEMNIFIED SUCH LOSS AND/OR DAMAGES.

Within thirty (30) days after the Effective Date, Tenant must provide Landlord with a copy of the insurance certificates evidencing the required coverage. If the insurance coverage changes in any manner or degree at any time this Lease is in effect, Tenant must, not later than twenty (20) days after the change, provide Landlord a copy of an insurance certificate evidencing the change. If Tenant fails to maintain the required insurance in full force and effect at all times this Lease is in effect, Landlord may purchase insurance that will provide Landlord the same coverage as the required insurance and upon demand, Tenant must immediately reimburse Landlord for such expense.

7. Lessee's Option to Renew. Provided that Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew and extend this Lease, for a single additional term of five (5) years (the "*Additional Term*"), commencing at the expiration of the Initial Term (Lessee's "*Option to Renew*"). If Lessee exercises its Option to Renew, the amount of monthly Base Rent due by Lessee to Lessor shall increase by Six Percent (6.00%). In order to exercise its Option to Renew, Lessee must give Lessor written notice of Lessee's election to exercise its Option to Renew, not later than 180 days prior to the expiration date of the Initial Term of this Lease. All other terms of this Lease shall remain in full force and effect during such extended Additional Term, if elected by Lessee.

8. Authority. Lessor warrants that it has full power and authority to execute and perform this Lease, and to grant and convey the estate demised herein, and that Lessee, on payment of all Rent, and performance of the covenants herein contained, shall peaceably and quietly have, hold and enjoy the Premises during the Lease Term.

9. Notices. Any notice, demand or request made pursuant to this Lease, from one Party to the other, shall be in writing, and shall be considered delivered, when (1) sent by email transmission, with the sending Party retaining a proof and acknowledgment of having sent the notice, to the email address and/or fax number for the receiving Party, stated herein below, (2) by hand-delivery to the recipient Party, with the sending Party obtaining a written receipt of delivery, (3) by courier service, with the

sending Party obtaining a written receipt of delivery, (4) by Certified United States Mail, return receipt requested, postage prepaid, which shall be deemed to be delivered when received or refused by the intended Party at the address provided in this Lease; together with a copy sent by regular, first class mail, postage prepaid, which shall be deemed to be delivered three (3) days after post marked.

The Parties hereby designate the following as their contact information, for all purposes hereunder:

THE "LESSOR"/"LANDLORD":

WOODHEAD LEGACY LLC

Attention: **JAMEE L. HOUTHOOFD**

21219 Kings River Point, Humble, Texas 77346

Designated Phone Number: (281) 635-8678

Designated Email Address: jhouthoofd@laljpipe.com

THE "LESSEE"/"TENANT":

WALLER COUNTY DISTRICT ATTORNEY'S OFFICE

Harold Douglas Holloman Building

645 12th Street, Hempstead, Texas 77445

With a Copy to: 836 Austin, Suite 203, Hempstead, Texas 77445

Designated Phone Number: (979) 826-7718

Designated Email Address: e.mathis@wallercounty.us

Unless changed by written notice from one Party to the other, the above contact data shall be deemed that of the Parties, as stated above, for all notices which may or are required to be given hereunder.

10. Signage. Lessee will pay the costs of the installation and maintenance of all exterior signage requested by Lessee. Lessee will pay the costs of all permits/fees required for the installation of any exterior signage, and will be responsible for seeking approval from the City of Hempstead for the installation of any exterior signs. Lessor and Lessee agree that the design and location of all exterior signage will be mutually agreed upon between the Parties. The historical and architectural integrity of the Building and Premises will be the primary consideration in the design and installation of any exterior signage. Neither Party shall withhold consent unreasonably.

11. Casualty/Total or Partial Destruction.

(a) If the Building is damaged by casualty and can be restored within ninety (90) days, Lessor will, at its expense, restore the Premises to substantially the same condition that existed before the casualty. If Lessor fails to complete restoration within ninety days from the date of written notification by Lessee to Lessor of the casualty, Lessee may terminate this Lease by written notice to Lessor.

(b) If the Building cannot be restored within ninety days, Lessor shall have the option to not restore the Building. If Lessor chooses not to restore, this Lease will terminate. If Lessor chooses to restore, Lessor will notify Lessee of the estimated time to restore and give Lessee an option to terminate this Lease by notifying Lessor within ten days. If Lessee does not terminate this Lease, the Lease will continue and Lessor will restore the Building as provided in "(a)" above.

(c) To the extent the Premises are untenantable after the casualty, and the damage was not caused by Lessee, the Rent will be adjusted as may be fair and reasonable.

12. Condemnation/Substantial or Partial Taking.

- (a) If the Property and 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 partial condemnation or purchase in lieu of condemnation and this Lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
- (c) Lessee shall have no claim to the condemnation award or proceeds in lieu of condemnation.

13. Events of Default by Lessor. The Lessor shall be considered in default under this Lease by:

- (a) Failing to provide heating, ventilating, air conditioning, water and utility connections reasonably necessary for Lessee's operations, as required hereunder, within ten (10) days after written notice from Lessee to Lessor; or,
- (b) Failing to comply with any other provision of this Lease, within thirty (30) days after written notice from Lessee to Lessor.

14. Events of Default by Lessee. The Lessee shall be considered in default under this Lease by:

- (a) Failing to timely and fully pay all rent and other sums due to Lessor within thirty (30) days after written notice from Lessor to Lessee; or,
- (b) Failing to comply with any other provision of this Lease within thirty (30) days after written notice from Lessor to Lessee.

15. Default/Remedies. If either Party defaults under the terms of this Lease, and such default remains uncured within the time allowed hereunder, then the sole remedy of the non-defaulting Party shall be to terminate this Lease; provided, however, that such termination shall not serve to release any Party from any obligation to the other Party arising prior to such termination date.

16. Improvements Upon the Property and Premises.

(a) Lessor and Lessee both agree to use "green" building practices as much as possible in the maintenance, renovation or construction performed at the Property. Except as otherwise may be required, the choice of Lessor whether to use certain "green" building practices is in the sole discretion of Lessor. Any choice of lighting fixtures, paint colors, surface textures, doors, flooring and cabinetry on the part of Lessee shall be made by Lessee in consultation with Lessor. The historical and architectural value of the building will be the primary consideration in the choices made by the Parties.

17. Funding Out. Notwithstanding any provision herein to the contrary, if at any time during the pendency of this Lease, Lessee's budget does not provide the funds to make Lease payments required by this Lease, this Lease shall be deemed terminated as of the date such budget is adopted. However, it is the express intention of Lessee that Lessee will employ its best good faith efforts to ensure that funds from each succeeding budget shall be available to satisfy the terms of this Lease.

18. Restriction on Use of Lessor's Adjoining Lands. During the term of this Lease, Lessor agrees that no portion of any adjoining properties owned by Lessor, if any, shall be used for the construction or operation of any bar, nightclub or adult-oriented establishment.

19. Non-Default Termination. In the event Waller County shall construct or acquire a new building or annex, with a specific purpose of providing office space for the Tenant (i.e., The Waller County District Attorney's Offices), Lessee may terminate this Lease, upon 180 days' written notice to Lessor, plus payment to Lessor of the sum of Two Thousand Dollars (\$2,000.00), to cover Lessor's anticipated costs of preparing the Premises for the next Tenant.

20. Miscellaneous Terms.

(a) Binding Nature. This Lease Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective legal representatives, successors, and assigns.

(b) Performance. This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Hempstead, Waller County, Texas, and all rentals and other payments due by Lessee to Lessor hereunder are payable to Lessor at Hempstead, Waller County, Texas.

(c) Entire Agreement. The foregoing constitutes the entire agreement between the Parties, with regard to its subject matter, and may be modified only in writing, signed by both Parties.

(d) No Waiver. No waiver by either Party hereto, of any default or breach of any term, condition or covenant to be performed by the other Party hereunder, shall be deemed to be a waiver of any other default or breach, of the same or any other term, condition or covenant contained herein. The failure to exercise any right or pursue any remedy affordable to either Party, in event of breach by the other shall not be deemed a waiver of such right or remedy, upon or in the event of any subsequent instance of default.

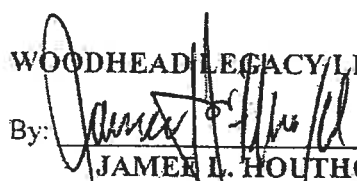
(e) Severance of Terms. In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) This Lease Agreement is executed in duplicate originals, each of which shall constitute a valid and binding original agreement, but which together shall constitute but one and the same agreement.

EXECUTED, AND MUTUALLY AGREED BY THE PARTIES TO BE EFFECTIVE THE "EFFECTIVE DATE", SET FORTH ABOVE, BY:

THE "LESSOR"/"LANDLORD":

WOODHEAD LEGACY LLC

By: 

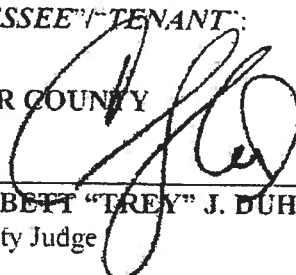
JAMES L. HOUTHOOFD

Its:

Managing Member

THE "LESSEE"/"TENANT":

WALLER COUNTY

By: 

CARBETT "TREY" J. DUHON III

Its: County Judge