

THIS LEASE AGREEMENT ("AGREEMENT") is made and entered into by and between       , acting by and through       , and the State of Texas, acting by and through its Texas Department of Transportation (“TxDOT”).

WHEREAS,       has requested to lease property owned by TxDOT located at      ,       County, Texas, said property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes and is hereinafter referred to as "Premises"; and

WHEREAS, TxDOT has authority to lease TxDOT's real property assets pursuant to Chapter 202, Subchapter C, Section 202.052, Texas Transportation Code, as amended from time to time, and pursuant to Title 43, Sections 21.600 - 21.606 of the Texas Administrative Code as amended from time to time;

NOW THEREFORE, for and in consideration of the foregoing premises, terms, conditions, covenants and performances contained herein, TxDOT hereby leases      ,       hereby leases from TxDOT the Premises.

1. This Agreement is for a term of       (     ) years commencing on       and terminating       ("Lease Term"). Notwithstanding any provision herein to the contrary, either party hereto may cancel this Agreement upon       (     ) days written notice to the other party.

2.       agrees to pay TxDOT as rental for the use and occupancy of the Premises under this Agreement the sum of       ($     ) per . Each installment of rent shall be due and payable in advance of the Commencement Date for the first installment and subsequently annually to TxDOT at its District Office in      ,       County, Texas, or at such other place as Lessor may from time to time direct by notice to      .

3.       may use the Premises and the improvements thereon solely for       exercising any of its lawful functions. However,       shall not sublease or assign its use of the Premises.

4. **ACKNOWLEDGES THAT IT IS LEASING THE PREMISES "AS IS" WITH ALL FAULTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL POLLUTANTS, ASBESTOS, UNDERGROUND STORAGE TANKS AND/OR ANY OTHER HAZARDOUS MATERIALS, AND THAT TXDOT HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES.** **HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES AND LIENS BASED ON ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** **ACKNOWLEDGES AND AGREES THAT      HAS FULLY EXERCISED THE RIGHT TO INSPECT THE PREMISES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH       INTENDS TO PUT THE PREMISES. THIS AGREEMENT IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS AND OTHER MATTERS OF RECORD APPLICABLE TO THE PREMISES.**

5. **shall assume all liability for damages to property and injury or death to persons as a result of or arising out OF      , its employees', agents', representatives', and/or contractors' use of, construction on and maintenance, repair and/or replacement of the Premises and the improvements in connection therewith and located thereon.**

6.       , at its sole expense, shall be responsible for all charges for all utilities and similar services rendered or supplied to the Premises.

7.      , at its sole expense, shall be responsible for the maintenance, reconstruction, repair and/or replacement of the Premises and the improvements in connection therewith and located thereon.

8. Upon written notification to      , TxDOT, its employees, agents and/or representatives shall have the right to enter the Premises for various purposes deemed necessary by TxDOT; however, in no event shall TxDOT unreasonably interfere with the use of the Premises by       .

9. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within.

10. All notices between       and TxDOT shall be given to or made with the parties designated below:

IF to       :

IF to TxDOT:

Texas Department of Transportation

Attn: District Engineer

To become effective on the date last executed.

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| **TEXAS DEPARTMENT OF TRANSPORTATION**  Certified as being executed for the purposes and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002.  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Type name here  Right of Way Division Director  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |