## AGREEMENT TO EXTEND LEASE

THIS AGREEMENT TO EXTEND LEASE (this "Extension Agreement") is entered into between Williamson County, Texas ("Lessor"), and Williamson County Community Supervision and Corrections Department (Lessee) and is to be effective as of the last party's execution hereof.

## **RECITALS:**

**Whereas,** Lessor and Lessee entered into a certain Lease (the "Lease Agreement") dated July 30, 2011 for premises and building situated at 601 N. Alligator Street, Granger, Texas (the "Premises"); and

**Whereas**, the Lease Agreement will terminate on August 30, 2012 unless the Williamson County Commissioners Court approves Lessee's request to extend the Lease Agreement per the terms set forth therein;

**Whereas**, the Lease Agreement provided that the parties may extend the Lease Agreement for a period of one (1) year following the Termination Date of the Initial Lease Term;

**Whereas,** the Lessee has requested the Lease Agreement to be extended for an extended term of twelve (12) months beginning on September 1, 2012 and ending on August 30, 2013; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease Agreement, the parties hereto agree, and the Lease Agreement is extended as follows:

## AGREEMENTS:

1. **Definitions**. All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement and any prior written amendments thereto.

2. **Extension**. Pursuant to the terms of the Lease Agreement, the Landlord and Tenant hereby agree to extend the Lease Agreement for an additional twelve (12) months beginning as of September 1, 2012 and ending as of August 30, 2013 (the "Extension Period").

3. **Rent During Extension Period**. Lessee shall pay Lessor Rent in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) per month for the Extension Period.

4. **Authority**. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension Agreement and to perform its obligations

under the Lease Agreement; and the Lease Agreement, all prior amendments and this Extension Agreement are the valid, binding and enforceable obligations of such party.

5. **Full Force and Effect**. Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease Agreement, as amended, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease Agreement; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

6. Extent of Amendment. All other terms of the Lease Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be.

## Lessor:

Williamson County, Texas

By: \_\_\_\_\_ Dan A. Gattis, Williamson County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

Lessee:

Williamson County Community Supervision and Corrections Department

By: \_\_\_\_\_\_ Steve Morrison

Date: \_\_\_\_\_, 20\_\_\_\_