



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 15

DATE: 10/1/2024

SUBJECT: CONSIDERATION OF AMENDMENT NO. 4 TO THE LEASE AGREEMENT BETWEEN TARRANT COUNTY AND JB DFW, LLC FOR THE TARRANT COUNTY PUBLIC HEALTH WOMEN INFANT AND CHILDREN EASTSIDE LOCATION

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Amendment No. 4 to the Lease Agreement between Tarrant County and JB DFW, LLC for the Tarrant County Public Health (TCPH) Women Infant and Children (WIC) Eastside location, located at 1100 Bridgewood Drive.

BACKGROUND

WIC provides nutrition assessments, healthy foods, breastfeeding education, and referrals for eligible pregnant, post-partum and breastfeeding women, as well as infants and children under the age of five (5).

The Tarrant County WIC program has occupied office and clinic space at the Eastside location since July 22, 2008. The lease agreement has been amended over the years to extend the lease of the agreement.

On September 28, 2021, the Commissioners Court, through Court Order #136495, approved Amendment No. 3 to the lease agreement with JB DFW, LLC for the Tarrant County WIC Eastside location, located at 1100 Bridgewood Drive, Suite 116, Fort Worth, Texas extending the term of the lease for three (3) years with a term date of November 1, 2021 through October 31, 2024.

With the approval of Amendment No. 4, the term of the lease will be extended for three (3) years. The new term of the agreement will be November 1, 2024 through October 31, 2027, the rental fee for months one (1) through twelve (12) will be \$7,450.03, and for months thirteen (13) through twenty-four (24) will be \$7,673.53 and for months twenty-five (25) through thirty-six (36) will be \$7,903.74. Overall rent will increase by three percent (3%) annually.

All other terms and conditions not hereby amended remain in full force and effect.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

All associated costs will be paid from grant fund allocations in F0060-2025.

SUBMITTED BY	Public Health	PREPARED BY:	Amanda Campbell
		APPROVED BY:	Amanda Campbell



COMMISSIONERS COURT
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All other terms and conditions not hereby amended remain in full force and effect.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

All associated costs will be paid from grant fund allocations in F0060-2025.

SUBMITTED BY	Public Health	PREPARED BY:	Amanda Campbell
		APPROVED BY:	Amanda Campbell

FOURTH AGREEMENT TO EXTEND LEASE

This Agreement to Extend Lease dated this 27th of August, 2024 (“Fourth Amendment”) is made and entered into by and between **JB DFW LLC of Summit at Bridgewood** (Landlord) and **County of Tarrant, on behalf of Tarrant County Public Health WIC** (Tenant”).

WHEREAS, Madison Summit, LTD and Tenant entered into that certain Lease Agreement dated as of July 22, 2008 (the “Lease”) for the lease of certain premises located at 1100 Bridgewood Dr. #116, Fort Worth, TX 76112 (the “Premises”);

WHEREAS, JB DFW LLC assumed the lease from Madison Summit, LTD., on March 13, 2018.

WHEREAS, Landlord and Tenant each desire to extend the Lease as follow.

1. Lease Renewal:

Both agree to renew the above reference lease for a term of three (3) years and zero (0) months, commencing 11/01, 2024, and terminating on 10/31, 2027.

2. Monthly Rent:

From 11/01/2024 to 10/31/2025 = \$7,450.03	(\$25.76 sf.)
From 11/01/2025 to 10/31/2026 = \$7,673.53	(\$26.53 sf.)
From 11/01/2026 to 10/31/2027 = \$7,903.74	(\$27.33 sf.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to Extend Fourth Lease as of the date first written above.

The other provisions of the LEASE AGREEMENT and any Addenda/Amendments remain unchanged except as set forth above. A true copy of the original lease agreement is attached hereto and incorporated herein, and is now considered amended as set out above.

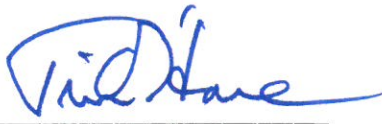
LANDLORD:
Summit at Bridgewood
c/o JB DFW LLC

BY: 
_____ **Ben Tan**

ITS: Property Manager

DATE: 9-12-2024

TENANT:
COUNTY OF TARRANT

BY: 
_____ **County of Tarrant**

ITS: County Judge

DATE: 10/1/2024

09122024

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 81,950.33

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Kimberly M. Buchanan
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

103483

COPY

COUNTY OF TARRANT COUNTY
LEASE AGREEMENT
STATE OF TEXAS

This Lease Agreement is made this the 22 day of July, 2008,
by and between Madison Summit, Ltd., herein after known as LESSOR, and Tarrant
County, herein after known as the LESSEE.

WITNESSETH:

I.
GRANT AND TERM

SECTION 1.01 Lessor does by these presents lease and demise unto Lessee, and Lessee rents from Lessor, a certain area to be located at 1100 Bridgewood, Suite 110, Fort Worth, Texas 76112. The rented area contains 3,727 square feet. (SEE ATTACHMENT "A")

PLEASE INITIAL
[Signature]

SECTION 1.02 Lessee shall have and hold the leased premises pursuant to the terms of this Lease Agreement for a term of five (5) years, beginning on the first day of the first month of occupancy as agreed in writing by the parties.

SECTION 1.03 Lessee acknowledges it has examined the leased premises and Lessor and Lessee agree to do the following.

II.
RENT

SECTION 2.01 Rent in the amount of \$50,711.11 is due for September 1, 2008. Rent for the remainder of the term as described in section 1.02 is due on the first day of October, 2008 and on the first day of each month thereafter in the monthly amount of \$5,515.00. (See attachment B for Scope of Work.)

PLEASE INITIAL
[Signature]

Commencement date of September 1, 2008.

Expiration date of August 31, 2013

SECTION 2.02 Lessor grants to Lessee the option of a renewal of this lease for one additional one year term (RENEWAL TERM) at the rate of \$5,515.00 per month.

**III.
UTILITY AND MAINTENANCE CHARGES**

SECTION 3.01 Lessee shall pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the demised premises.

SECTION 3.02 Lessor shall provide such common areas as are necessary for the proper enjoyment of the demised premises, all of such common areas to be properly maintained, decorated, cleaned, and lighted at the expense of Lessor.

**IV.
USAGE OF THE PREMISES**

SECTION 4.01 Demised premises shall be used only for the purpose of county/state government operations.

SECTION 4.02 Lessee shall be fully responsible for the conduct of itself, guests, and invitees to assure that no activity is permitted on the premises which results in the unreasonable disturbance or interference with the occupants of other units in the building of which the demised premises are a part.

**V.
REPAIRS AND ALTERATIONS**

SECTION 5.01 Lessor shall keep in good repair the outer walls, roof and foundation of the demised premises and of the Center. Lessor shall also maintain and keep in good operating condition the air conditioning and heating system serving the demised premises, except for misuse or negligence by Lessee.

SECTION 5.02 Lessee shall maintain, its expense, all other portions of the demised premises, including the interior finish of the demised premises, and shall deliver up the premises at the end of the term in good condition, wear and tear only excepted.

SECTION 5.03 Lessee shall have the right to make such decorating changes as it desires on the interior of the demised premises, provided that no walls, floors, or ceiling shall be modified or changed without prior written consent of Lessor. Lessee may, provided Lessee is not in default at the time, remove at its own expense any additional fixtures or furniture placed in the demised premises by Lessee, but at the termination of this Agreement or any extension thereof Lessee agrees that it will, at its own expense, forthwith repair any and all damage done by the removal of any fixtures or furniture from the premises. Lessee's exterior signage shall be similar to the signage of existing tenants in the building.

VI. INSURANCE

SECTION 6.01 Lessee is liable for those claims for which said Lessee is liable under the Texas Tort Claims Act.

SECTION 6.02 Lessee is a governmental entity and is self-insured to the extent of its liability under the Texas Tort Claims Act.

VII.
ASSIGNMENT AND SUBLETTING

SECTION 7.01 Lessee shall have no right to assign or sublet the premises without the prior written consent of Lessor.

VIII.
DESTRUCTION OF LEASED PREMISES

SECTION 8.01 In the event that the demised premises or any part of the Center shall be damaged or destroyed by fire or other casualty, Lessor shall proceed with reasonable diligence at its sole cost and expense to rebuild and repair the demised premises or Center. Lessor's obligation to rebuild and repair shall be limited to restoring the demised premises or Center to substantially the condition in which the same existed prior to the casualty, exclusive of any fixtures and equipment installed by Lessee. During the period from the occurrence of the casualty until Lessor's repairs are completed, the monthly rental shall be abated in proportion to the extent to which the demised premises are uninhabitable. However, once the rebuilding and repair is complete, Lessee must renew the payment of rent in full and the terms of this Lease shall thereafter continue in full force and effect.

SECTION 8.02 In the event of damage to the leased premises and this Lease is not canceled pursuant to the provisions of Section 8.01 hereof, the leased premises shall be restored to substantially their condition prior to such damage, the cost to be borne by Lessor to repair and/or replace that portion of the leased premises.

SECTION 8.03 Lessee agrees at all times to keep its fixtures and other property situated within the demised premises insured against fire and other casualties.

**IX.
DEFAULT**

SECTION 9.01

In the event the Lessee shall commit any of the following acts:

- a) Fails to pay any installment of rent or additional charges (cam, taxes, insurance) within ten (10) days after notice, or fails to perform, or commence in good faith and proceed with reasonable diligence to perform, any of its covenants under this Lease after notice; or
- b) Is adjudicated a bankrupt; or
- c) Has a receiver in equity appointed for all, or substantially all, of its assets and such appointment is not vacated within thirty (30) days; or
- d) Files a voluntary petition for reorganization or arrangement; or
- e) Files a voluntary petition in bankruptcy; or
- f) Files an answer admitting bankruptcy or agreeing to reorganization or arrangement; or
- g) Makes an assignment for the benefit of creditors; or
- h) Permits its leasehold interest hereunder to be sold pursuant to execution;
- i) Do, or permit to be done, anything which creates a lien upon the premises.

Then, and in that event, Lessor may terminate this Lease, or keep it in full force and effect and reenter the demised premises with or without process of law, using force as may be necessary, and remove all persons and property therefrom, make such alterations and repairs as may be necessary on order to relet the demised premises or any part thereof upon the best terms and conditions that shall be available at the time, but Lessor shall not be obligated to relet the demised premises and Lessee shall remain liable for all cost and expenses of such alterations and repairs and reletting and for the difference between rentals received by Lessor and the base rent which would have been paid hereunder by the Lessee. If Lessor rents said premises for more than the rental provided for herein, the Lessee shall not be entitled to any part thereof, provided, however, that the rights and obligations and remedies set out herein shall not prevent the Lessor from enforcing this Lease by any mode provided by law.

SECTION 9.02

In the event the Lessor fails to perform, or in good faith to commence and proceed with reasonable diligence to perform, any of the covenants under this Lease within thirty (30) days after written notice by certified mail from Lessee, including, but not by way of limitation, the obligation of the Lessor that may be necessary to insure the covenant of quiet enjoyment as contained in this Lease, then the Lessee may cure such default for the account of and at the expense of Lessor, and the reasonable expenses paid therefore may be deducted by the Lessee from any rent due Lessor. The rights granted to Lessee under this section are not exclusive and Lessee shall have all other legal remedies otherwise available to it.

X.

RIGHT TO ENTER

SECTION 10.1

Lessor and its agents shall have the right to enter the demised premises at all reasonable times to examine same and to make such repairs and alterations, improvements, or additions as the Lessor may deem necessary or desirable.

**XI.
QUIET ENJOYMENT**

SECTION 11.01 Lessor covenants that upon payment of the rent by Lessee and compliance with the terms, covenants and conditions of this Lease, it may peaceably and quietly have, hold and enjoy the demised premises for the term hereof without hindrance or interruption by Lessor.

**XII.
HOLDING OVER**

SECTION 12.01 In the event Lessee remains in possession of the demised premises with the consent of the Lessor after the conclusion of an extension of the Lease, the same shall be construed to be a tenancy from month-to-month for one and one-half times the base rental as was being paid monthly at the termination of the Lease and upon the other terms herein specified.

**XIII.
MISCELLANEOUS**

SECTION 13.01 In the event either Lessor or Lessee shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war, or other reason of like nature, where such delay hindrance, or prevention of performance shall not be within the reasonable control of the party so delayed shall promptly give notice to other party and thereupon performance of such act shall be excused for such a period of delay. The provisions of this section shall not apply to any payment of rent, except it may required pursuant to Section 8.01.

SECTION 13.02 Any notice provided for herein shall be given by written instrument, personally delivered or sent by U. S. Mail, postage prepaid, to:

LESSOR: Madison Realty Investors, Inc.
C/O Property Advisers Realty, Inc.
6012 W. Campus Circle Dr., S-210
Irving, TX 75063

LESSEE: Tarrant County
Tarrant County Administration Building
100 E. Weatherford Street
Fort Worth, Texas 76196-0101

Or such other address that Lessor, or Lessee designates in writing to the other party.

SECTION 13.03 This Lease Agreement and the exhibits attached hereto constitutes the entire agreement between the parties and all prior negotiations are merged into this agreement. Any amendment, change, or addition to this Lease shall be made only in writing and signed by both parties.

SECTION 13.04 The terms and conditions of this agreement shall be binding upon the parties and their respective successors and assigns.

SECTION 13.05 The article and section heading in this Lease Agreement are for the convenience and reference only and shall not be construed or held in any way to explain, modify, amplify, or add to the interpretation, construction, or meaning of this Lease Agreement.

SECTION 13.06 Lessee will do all things lawful and within it's power to obtain, maintain and properly request and pursue funds from which the rental payments may be made, in this and in ensuing years, including for any period of hold over, renewal, extension, or renegotiation of the terms and provisions of this Lease, including:

- 1) making provisions from grant funds for the rental payments to the extent necessary in each annual budget submitted for the purpose of obtaining funding and using its best bonafide efforts to have such portion of the budget approved.

In the event that either no funds or insufficient funds are appropriated for the rental payments due under this Lease and for the period covered by such renewal or extension period's budget or appropriation, this Lease shall terminate without penalty to Lessee except for the first year of the five (5) year term. Lessee shall give ninety (90) days written notice of such termination to Lessor.

**XIV.
EMINENT DOMAIN**

SECTION 14.01 If more than thirty percent (30%) of the floor area of the demised premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate. If any other part of the Center shall be so taken resulting in cancellation of the lease of any other tenant in the Center, Lessor may terminate this Lease by notice to Lessee. Upon such termination the rent shall be abated during the unexpired portion of this lease, effective on the date physical possession is taken by the condemning authority.

SECTION 14.02 If thirty (30%) or less of the demised premises should be taken as aforesaid, this lease shall not terminate (except as provided above); however, the monthly rental payable hereunder during the unexpired portion of this lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Lessor shall make all necessary repairs and alterations to the remaining premises required to make the remaining portions of the demised premises an architectural whole, exclusive of any work performed by Lessee and improvements, fixtures, and equipment installed by Lessee.

SECTION 14.03 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the demised premises or common area shall be the property of Lessor. And Lessee hereby assigns its interest in any such award to Lessor; provided, Lessor shall have no interest in any award made to Lessee for loss of business or for the taking of Lessee's fixtures and other property if a separate award for such items is made to Lessee.

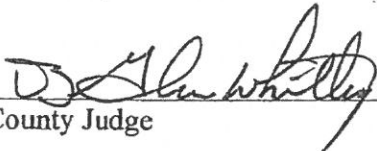
THIS LEASE AGREEMENT is executed in several counterparts, each of which shall be deemed an original, this 22 day of July, 2007.

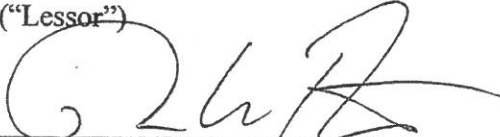
TARRANT COUNTY
STATE OF TEXAS

MADISON SUMMIT, LTD.
BY: Madison GP, Inc.
Its General Partner

("Lessee")

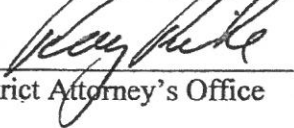
("Lessor")


County Judge

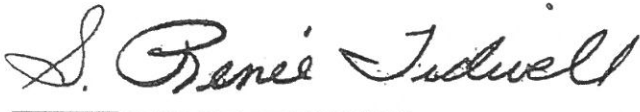

By: ROBERT W. TEETER

APPROVED AS TO FORM:

ITS: PRESIDENT


District Attorney's Office

Certification of Funds Available for the amount of \$ 50,711.00


Auditor's Office

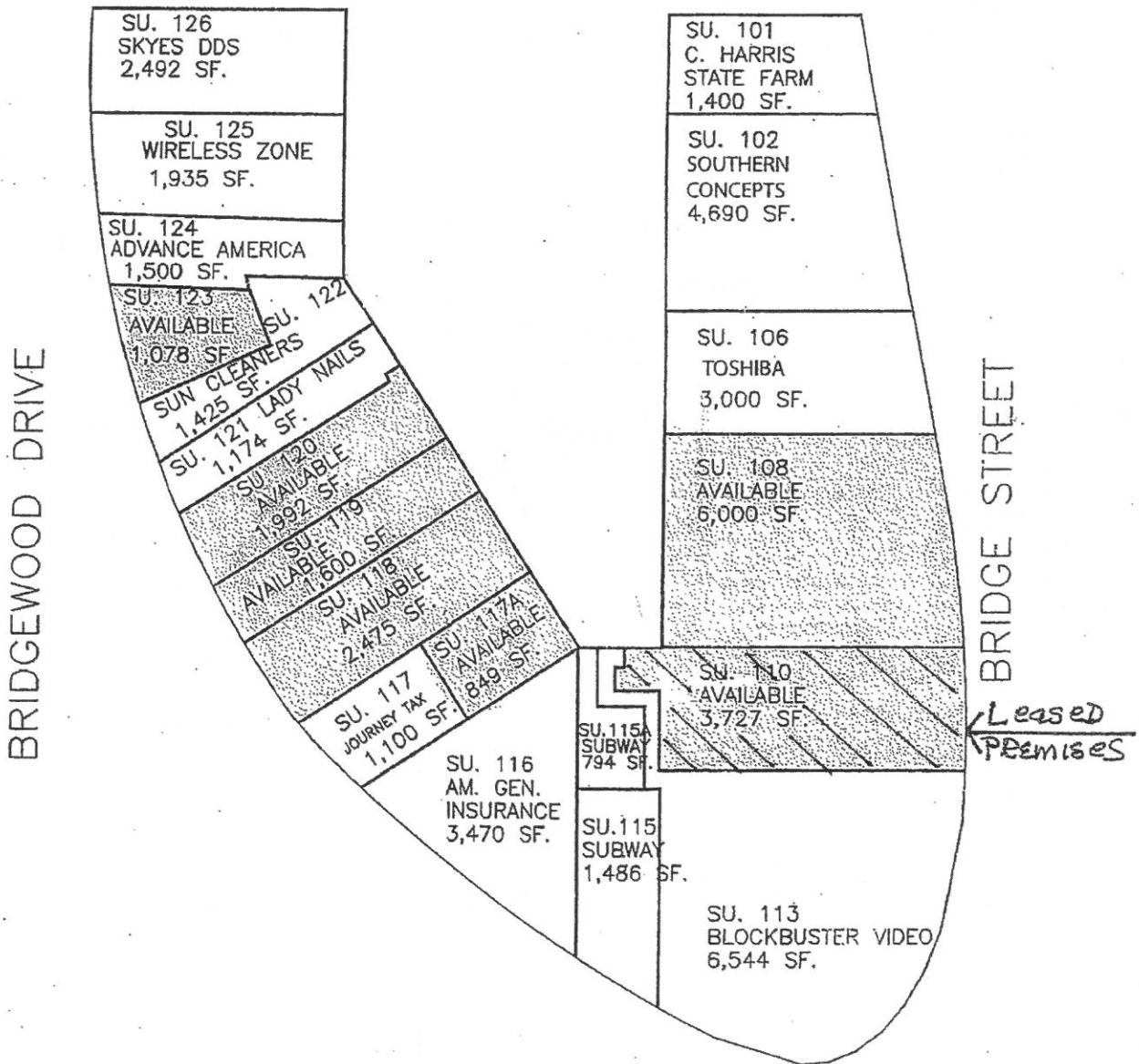
Summit At Bridgewood

1100 Bridgewood

Fort Worth, TX 76112

ATTACHMENT "A"

Site Plan



FOURTH AGREEMENT TO EXTEND LEASE

This Agreement to Extend Lease dated this 27th of August, 2024 (“Fourth Amendment”) is made and entered into by and between **JB DFW LLC of Summit at Bridgewood** (Landlord) and **County of Tarrant, on behalf of Tarrant County Public Health WIC** (Tenant”).

WHEREAS, Madison Summit, LTD and Tenant entered into that certain Lease Agreement dated as of July 22, 2008 (the “Lease”) for the lease of certain premises located at 1100 Bridgewood Dr. #116, Fort Worth, TX 76112 (the “Premises”);

WHEREAS, JB DFW LLC assumed the lease from Madison Summit, LTD., on March 13, 2018.

WHEREAS, Landlord and Tenant each desire to extend the Lease as follow.

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From 11/01/2026 to 10/31/2027 = \$7,903.74 (\$27.33 sf.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to Extend Fourth Lease as of the date first written above.

The other provisions of the LEASE AGREEMENT and any Addenda/Amendments remain unchanged except as set forth above. A true copy of the original lease agreement is attached hereto and incorporated herein, and is now considered amended as set out above.

LANDLORD:
Summit at Bridgewood
c/o JB DFW LLC

TENANT:
COUNTY OF TARRANT

BY: 
_____ **Ben Tan**

BY: _____
County of Tarrant

ITS: Property Manager

ITS: County Judge

DATE: 9-12-2024

DATE: _____

09122024

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

103483

COPY

COUNTY OF TARRANT COUNTY
LEASE AGREEMENT
STATE OF TEXAS

This Lease Agreement is made this the 22 day of July, 2008,
by and between Madison Summit, Ltd., herein after known as LESSOR, and Tarrant
County, herein after known as the LESSEE.

WITNESSETH:

I.
GRANT AND TERM

SECTION 1.01 Lessor does by these presents lease and demise unto Lessee, and
Lessee rents from Lessor, a certain area to be located
at 1100 Bridgewood, Suite 110, Fort Worth, Texas 76112. The
rented area contains 3,727 square feet. (SEE ATTACHMENT "A")

PLEASE
INITIAL
[Handwritten initials: DLT, JSA]

SECTION 1.02 Lessee shall have and hold the leased premises pursuant to the
terms of this Lease Agreement for a term of five (5) years,
beginning on the first day of the first month of occupancy as
agreed in writing by the parties.

SECTION 1.03 Lessee acknowledges it has examined the leased premises and
Lessor and Lessee agree to do the following.

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RENT

SECTION 2.01 Rent in the amount of \$50,711.11 is due for September 1, 2008.
Rent for the remainder of the term as described in section 1.02 is
due on the first day of October, 2008 and on the first day of each
month thereafter in the monthly amount of \$5,515.00. (See
attachment B for Scope of Work.)

PLEASE
INITIAL
[Handwritten initials: DLT, JSA]

Commencement date of September 1, 2008.

Expiration date of August 31, 2013

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SECTION 5.03 Lessee shall have the right to make such decorating changes as it desires on the interior of the demised premises, provided that no walls, floors, or ceiling shall be modified or changed without prior written consent of Lessor. Lessee may, provided Lessee is not in default at the time, remove at its own expense any additional fixtures or furniture placed in the demised premises by Lessee, but at the termination of this Agreement or any extension thereof Lessee agrees that it will, at its own expense, forthwith repair any and all damage done by the removal of any fixtures or furniture from the premises. Lessee's exterior signage shall be similar to the signage of existing tenants in the building.

VI. INSURANCE

SECTION 6.01 Lessee is liable for those claims for which said Lessee is liable under the Texas Tort Claims Act.

SECTION 6.02 Lessee is a governmental entity and is self-insured to the extent of its liability under the Texas Tort Claims Act.

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ASSIGNMENT AND SUBLETTING

SECTION 7.01 Lessee shall have no right to assign or sublet the premises without the prior written consent of Lessor.

VIII.
DESTRUCTION OF LEASED PREMISES

SECTION 8.01 In the event that the demised premises or any part of the Center shall be damaged or destroyed by fire or other casualty, Lessor shall proceed with reasonable diligence at its sole cost and expense to rebuild and repair the demised premises or Center. Lessor's obligation to rebuild and repair shall be limited to restoring the demised premises or Center to substantially the condition in which the same existed prior to the casualty, exclusive of any fixtures and equipment installed by Lessee. During the period from the occurrence of the casualty until Lessor's repairs are completed, the monthly rental shall be abated in proportion to the extent to which the demised premises are uninhabitable. However, once the rebuilding and repair is complete, Lessee must renew the payment of rent in full and the terms of this Lease shall thereafter continue in full force and effect.

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SECTION 8.03 Lessee agrees at all times to keep its fixtures and other property situated within the demised premises insured against fire and other casualties.

**IX.
DEFAULT**

SECTION 9.01 In the event the Lessee shall commit any of the following acts:

- a) Fails to pay any installment of rent or additional charges (cam, taxes, insurance) within ten (10) days after notice, or fails to perform, or commence in good faith and proceed with reasonable diligence to perform, any of its covenants under this Lease after notice; or
- b) Is adjudicated a bankrupt; or
- c) Has a receiver in equity appointed for all, or substantially all, of its assets and such appointment is not vacated within thirty (30) days; or
- d) Files a voluntary petition for reorganization or arrangement; or
- e) Files a voluntary petition in bankruptcy; or
- f) Files an answer admitting bankruptcy or agreeing to reorganization or arrangement; or
- g) Makes an assignment for the benefit of creditors; or
- h) Permits its leasehold interest hereunder to be sold pursuant to execution;
- i) Do, or permit to be done, anything which creates a lien upon the premises.

Then, and in that event, Lessor may terminate this Lease, or keep it in full force and effect and reenter the demised premises with or without process of law, using force as may be necessary, and remove all persons and property therefrom, make such alterations and repairs as may be necessary on order to relet the demised premises or any part thereof upon the best terms and conditions that shall be available at the time, but Lessor shall not be obligated to relet the demised premises and Lessee shall remain liable for all cost and expenses of such alterations and repairs and reletting and for the difference between rentals received by Lessor and the base rent which would have been paid hereunder by the Lessee. If Lessor rents said premises for more than the rental provided for herein, the Lessee shall not be entitled to any part thereof, provided, however, that the rights and obligations and remedies set out herein shall not prevent the Lessor from enforcing this Lease by any mode provided by law.

SECTION 9.02

In the event the Lessor fails to perform, or in good faith to commence and proceed with reasonable diligence to perform, any of the covenants under this Lease within thirty (30) days after written notice by certified mail from Lessee, including, but not by way of limitation, the obligation of the Lessor that may be necessary to insure the covenant of quiet enjoyment as contained in this Lease, then the Lessee may cure such default for the account of and at the expense of Lessor, and the reasonable expenses paid therefore may be deducted by the Lessee from any rent due Lessor. The rights granted to Lessee under this section are not exclusive and Lessee shall have all other legal remedies otherwise available to it.

X.

RIGHT TO ENTER

SECTION 10.1

Lessor and its agents shall have the right to enter the demised premises at all reasonable times to examine same and to make such repairs and alterations, improvements, or additions as the Lessor may deem necessary or desirable.

**XI.
QUIET ENJOYMENT**

SECTION 11.01 Lessor covenants that upon payment of the rent by Lessee and compliance with the terms, covenants and conditions of this Lease, it may peaceably and quietly have, hold and enjoy the demised premises for the term hereof without hindrance or interruption by Lessor.

**XII.
HOLDING OVER**

SECTION 12.01 In the event Lessee remains in possession of the demised premises with the consent of the Lessor after the conclusion of an extension of the Lease, the same shall be construed to be a tenancy from month-to-month for one and one-half times the base rental as was being paid monthly at the termination of the Lease and upon the other terms herein specified.

**XIII.
MISCELLANEOUS**

SECTION 13.01 In the event either Lessor or Lessee shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war, or other reason of like nature, where such delay hindrance, or prevention of performance shall not be within the reasonable control of the party so delayed shall promptly give notice to other party and thereupon performance of such act shall be excused for such a period of delay. The provisions of this section shall not apply to any payment of rent, except it may required pursuant to Section 8.01.

SECTION 13.02 Any notice provided for herein shall be given by written instrument, personally delivered or sent by U. S. Mail, postage prepaid, to:

**LESSOR: Madison Realty Investors, Inc.
C/O Property Advisers Realty, Inc.
6012 W. Campus Circle Dr., S-210
Irving, TX 75063**

**LESSEE: Tarrant County
Tarrant County Administration Building
100 E. Weatherford Street
Fort Worth, Texas 76196-0101**

Or such other address that Lessor, or Lessee designates in writing to the other party.

SECTION 13.03 This Lease Agreement and the exhibits attached hereto constitutes the entire agreement between the parties and all prior negotiations are merged into this agreement. Any amendment, change, or addition to this Lease shall be made only in writing and signed by both parties.

SECTION 13.04 The terms and conditions of this agreement shall be binding upon the parties and their respective successors and assigns.

SECTION 13.05 The article and section heading in this Lease Agreement are for the convenience and reference only and shall not be construed or held in any way to explain, modify, amplify, or add to the interpretation, construction, or meaning of this Lease Agreement.

SECTION 13.06 Lessee will do all things lawful and within it's power to obtain, maintain and properly request and pursue funds from which the rental payments may be made, in this and in ensuing years, including for any period of hold over, renewal, extension, or renegotiation of the terms and provisions of this Lease, including:

- 1) making provisions from grant funds for the rental payments to the extent necessary in each annual budget submitted for the purpose of obtaining funding and using its best bonafide efforts to have such portion of the budget approved.

In the event that either no funds or insufficient funds are appropriated for the rental payments due under this Lease and for the period covered by such renewal or extension period's budget or appropriation, this Lease shall terminate without penalty to Lessee except for the first year of the five (5) year term. Lessee shall give ninety (90) days written notice of such termination to Lessor.

XIV.

EMINENT DOMAIN

SECTION 14.01

If more than thirty percent (30%) of the floor area of the demised premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate. If any other part of the Center shall be so taken resulting in cancellation of the lease of any other tenant in the Center, Lessor may terminate this Lease by notice to Lessee. Upon such termination the rent shall be abated during the unexpired portion of this lease, effective on the date physical possession is taken by the condemning authority.

SECTION 14.02

If thirty (30%) or less of the demised premises should be taken as aforesaid, this lease shall not terminate (except as provided above); however, the monthly rental payable hereunder during the unexpired portion of this lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Lessor shall make all necessary repairs and alterations to the remaining premises required to make the remaining portions of the demised premises an architectural whole, exclusive of any work performed by Lessee and improvements, fixtures, and equipment installed by Lessee.

SECTION 14.03

All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the demised premises or common area shall be the property of Lessor. And Lessee hereby assigns its interest in any such award to Lessor; provided, Lessor shall have no interest in any award made to Lessee for loss of business or for the taking of Lessee's fixtures and other property if a separate award for such items is made to Lessee.


THIS LEASE AGREEMENT is executed in several counterparts, each of which shall be deemed an original, this 22 day of July, 2007.

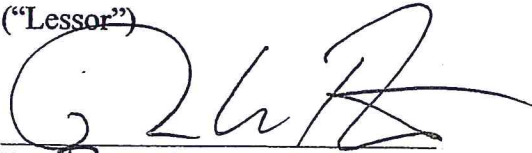
TARRANT COUNTY
STATE OF TEXAS

MADISON SUMMIT, LTD.
BY: Madison GP, Inc.
Its General Partner

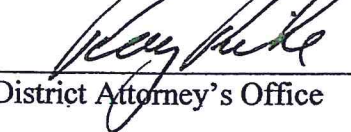
("Lessee")

("Lessor")

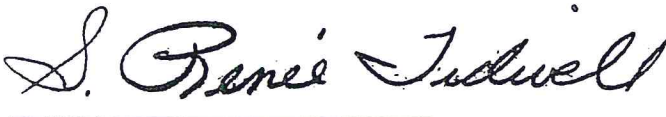

County Judge


By: ROBERT W. TEETER
ITS: PRESIDENT

APPROVED AS TO FORM:


District Attorney's Office

Certification of Funds Available for the amount of \$ 50,711.11


Auditor's Office

Summit At Bridgewood

1100 Bridgewood

Fort Worth, TX 76112

ATTACHMENT "A"

Site Plan

