

RESIDENTIAL LEASE OF SINGLE-FAMILY RESIDENCE



By this agreement made and entered into on APRIL 1st, 2017 between HOPKINS COUNTY, herein referred to as "Lessor", and Jessica Luckett, herein referred to collectively as "Lessee", Lessor leases to Lessee the premises situated at 5574 HWY 19 SOUTH SULPHUR SPRINGS, TEXAS 75482 (the "demised premises"), together with all appurtenances, for a term commencing on APRIL 1, 2017.

1. Rent and Utilities. Lessee agrees to pay without demand, to Lessor as rent for the demised premises the sum of FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$575.00) per month. The first payment, in the amount of \$575 is due on APRIL 15, 2017 and all subsequent payments are due in advance on the 15th day of each calendar month beginning APRIL 15, 2017. All payments must be made to HOPKINS COUNTY at P.O. BOX 288 Sulphur Springs, Texas 75483 or at such other place as Lessor may designate. Tenant is responsible for paying as and when they become due all utilities billed to the demised premises.
2. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained. Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term, subject to the terms of this lease.
3. Use of Premises. The demised premises shall be used and occupied by lessee exclusively as a private single family residence, and neither the demised premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease. Under no circumstances may Lessee cause a nuisance at the demised premises.
4. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than 4 persons, without the written consent of Lessor.
5. Condition of Premises. Lessee stipulates that they have examined the demised premises, including the grounds and all building and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.
6. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign the lease, or sublet or grant any concession or license to use the demised premises or any part thereof. A consent by Lessor or one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.
7. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and

improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the demised premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

8. Damage to Demised Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessor's negligence or willful act or that of their employee, family, agent, or visitor, the demised premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the demised premises may have been untenable; but, if the demised premises should be damaged other than by Lessee's negligence or willful act or that of their employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage. If any damage is due to Lessee's negligence or willful act, Lessor shall pay in full for the repair of such damage and rent shall not be abated.
9. Dangerous Materials. Lessee shall not keep or have on the demised premises any article or thing of dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the demised premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. Utilities. Lessee shall be responsible for arranging for and paying for all utility services (including without limitation, deposits) required on the demised premises. Additional provisions concerning utilities are set forth in Section 1 above.
11. Maintenance and Repair. Lessee will, at their sole expense, keep and maintain the demised premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the demised premises in good order and repair, keep the furnace clean, keep the electric bills in order, keep the walks free from dirt and debris; mow, water, and otherwise maintain the yard, gardens, trees, and shrubbery; and, at their sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of their employee, family, agent, or visitor. Major maintenance and repair of the demised premises, not due to Lessee's misuse, waste, or neglect or that of their employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agree that no signs shall be place or painting done on or about the demised premises by Lessee or at their direction without the prior written consent of Lessor.
12. Animals. Lessee shall keep no domestic or other animals on or about the demised premises without the written consent of Lessor.
13. Right of Inspection. Lessor and his agents shall have the right at all reasonable time during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the demised premises and all building and improvements thereon and performing maintenance and repairs.

14. Display of Signs. During the last 90 days of the lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.
15. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
16. Holdover by lessee. Should Lessee remain in possession of the demised premises with the consent Of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof except that rent shall be 150% but shall be terminated on five (5) days' written notice served by either Lessor or Lessee on the other party.
17. Surrender of Demised Premises. At the expiration of the lease term, Lessee shall quit and surrender the demised premises hereby demised in as good state and conditions as they were at the commencement of this lease, reasonable use and wear thereof excepted.
18. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinabove specified, or if any default is made in the performance of or compliance with any other term or condition hereof, or if Lessee vacates or abandons the demised premises, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the demised premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within ten(10) days of receipt of such notice, Lessee has corrected the default or breach. The foregoing remedies do not constitute Lessor's sole and exclusive remedies.
19. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any mean without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any party of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following vacation or abandonment of the demised premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the demised premises by lessee, then Lessor may consider any personal property belonging to Lessee and left on the demised premises to have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.
20. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions to the lease.

21. Termination of Lease Upon Sale of the Demised Premises. In the event that Lessor sells the demised premises, this lease shall terminate on the date of closing of said sale. Lessee will be given 30 days notice of any intention to sell the demised premises, and in the event the demised premises is placed under a contract for sale, Lessee will be given 30 days notice prior to the date of closing of any such sale. Lessee will be required to vacate the demised premises on the date of closing of any such sale.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

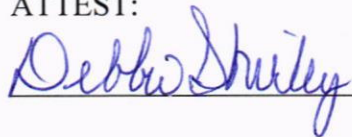
Lessor

Lessee


HOPKINS COUNTY
JUDGE ROBERT NEWSOM


Jessica Luckett

ATTEST:

 COUNTY CLERK

