

KIMBLE COUNTY COMMISSIONERS COURT
CALLED MEETING – APRIL 10, 2026 @ 8:00 AM

The Honorable Commissioners' Court met on the above date and time in the meeting room of the Kimble County Judge's Office, 105 North 7th Street, Junction, TX 76849. The following minutes were taken with regard to that meeting and are reflected below as accurately and to the best of my ability below:

COURT PRESENT:

Commissioner Precinct 1 Brayden Schulze
Commissioner Precinct 2 Kelly Simon
Commissioner Precinct 3 Dennis Dunagan
Commissioner Precinct 4 Chad Gipson
County Judge Hal A. Rose
County/District Clerk Karen E. Page

ELECTED OFFICIALS PRESENT:

Sheriff Matt Suttle (Absent)
Justice of the Peace Josh Cantrell (Absent)
Treasurer Billie Stewart (Absent)
County Attorney Andrew Heap

VISITORS: SEE ATTACHED LIST (If Applicable)

AGENDA ITEMS:

1. Call to order.

County Judge called the meeting to order at 8:00am

2. Convene meeting and establish quorum.

Quorum established, no invocation or pledge

3. Public comment.

None

- 4. Consideration, discussion, and possible action regarding Kimble County election location in Noxville area on property currently owned by Clinton and Brandi Wood and proposed to be purchased by Atilla Properties, Ltd. EXECUTIVE/CLOSED SESSION – An executive/closed session meeting may be held (as needed) pursuant to Sections 551.071(2) and 551.129 of the Texas Government Code (consultation with attorneys) for the Commissioners Court to consult with and seek advice from its attorneys regarding this matter.**

Motion to enter into a four year contract made by Commissioner Schulze, second by Commissioner Gipson, all present in favor, motion carries. Signed contract will be recorded in the property records of Kimble County by the Clerk once signed.

5. Adjourned.

Motion to adjourn made by Commissioner Simon, second by Commissioner Dunagan, all present in favor, motion carries at 8:07am

There being no further business, Court adjourned this 10th day of April, 2026

/S/ HAL A ROSE

Hal A. Rose, Kimble County Judge

Attest: /S/ KAREN E. PAGE

Karen E. Page, County Clerk

Unless indicated, not all documents for agenda items discussed are provided for record. Attachments provided will be scanned in with the final draft of the minutes. Originals are kept on file at the Clerk's Office

KIMBLE COUNTY CALLED COMMISSIONERS COURT MEETING

Notice is hereby given that the Kimble County Commissioners Court will convene a called meeting at the Meeting Room of the Kimble County Judge's Office, 105 North 7th Street, Junction, Texas 76849, **at 8 a.m. on Friday, April 10, 2026**


AGENDA

1. Call to order.
2. Convene meeting and establish quorum.
3. Public comment.
4. Consideration, discussion, and possible action regarding Kimble County election location in Noxville area on property currently owned by Clinton and Brandi Wood and proposed to be purchased by Atilla Properties, Ltd.

EXECUTIVE/CLOSED SESSION – An executive/closed session meeting may be held (as needed) pursuant to Sections 551.071(2) and 551.129 of the Texas Government Code (consultation with attorneys) for the Commissioners Court to consult with and seek advice from its attorneys regarding this matter.

5. Adjourned.

This notice is given and posted pursuant to the Texas Open Meetings Act, Title 5, Chapters 551 and 552, Texas Government Code.



County Judge

Filed April 6, 2026
at 4:57 o'clock P.M.
Karen E. Page
Karen E. Page, County Clerk, Kimble County, Texas
By Heather Genteman Deputy
HEATHER GENTEMAN

COMMISSIONER'S COURT
CALLED MEETING 4/10/2026

VISITORS PLEASE SIGN IN

1 Krista Bennett

2 JOHN KOTHMANN

3 DENNIS ARMSTRONG

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Amendment of Lease Agreement

Whereas, June Ackel as Landlord and Kimble County, Texas as Tenant, entered into that certain Lease Agreement dated as of the 1st day of August, 2023, wherein Tenant leased from Landlord that certain 18,200 square ft. of space in the land located at Ranch Road 479, Kimble County, Texas, being a portion of a Partition Deed described in Volume 87, Page 433 of the Deed Records of Kimble County, Texas, and more particularly described in Exhibits “A” and “B” attached hereto (the “Lease Premises”); and

Whereas, Clinton Wood and Brandi Wood (herein “Wood”) are the successors in interest of June Ackel, and are the fee simple owners of the Lease Premises; and

Whereas, Wood and Tenant desire to enter into an agreed amendment of the Lease Agreement for the term and upon the terms, covenants and conditions as provided herein; and

Whereas, Wood and Atilla Properties, Ltd. (herein “Atilla”) are engaged in communications regarding a sale of the Lease Premises that would make Atilla the successors in interest of Wood, and would be fee simple owner of the Lease Premises;

Now, therefore, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual covenants and agreements contained herein, Wood and Tenant amend the Lease Agreement as follows:

Amendment #1

Paragraph 3. Term and Termination of the Lease Agreement is modified and changed to recite as follows:

The term of this Lease Agreement shall commence on August 1, 2023 (“Commencement Date”). This Lease Agreement will automatically renew for a four-year term on May 1, 2026 and

terminate on December 31, 2030 , unless sooner terminated by Tenant or as provided herein. Possession of the Lease Premises (“Possession”) shall be delivered to Tenant on the Commencement Date. Upon termination of this Lease Agreement, Tenant shall vacate the Lease Premises and shall remove from the Lease Premises, all movable structures situated thereon within 60 days after the termination of this Lease Agreement. Thereafter, Landlord shall have the right to remove and dispose of any movable structure not removed within the sixty (60) day period.

Amendment #2

Wood and Tenant agree that the Lease Agreement is modified and changed by the revocation and termination of paragraph 9. First Right of Refusal. Tenant further waives, releases, relinquishes and discharges any Right of First Refusal incident to the purchase of the Lease Premises by Wood.

Amendment #3

For and in consideration of Tenant’s agreement to the revocation and termination of paragraph 9. First Right of Refusal of the Lease Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Wood, Wood and any successor in interest, including Atilla, agrees to the following:

- A. Wood, Tenant, and Atilla agree to cooperate in good faith and use best efforts to locate another site encompassing approximately .5 acres of land that is suitable as a mutually agreed upon safe voting location. Wood/Atilla shall designate the proposed alternate safe voting location subject to the approval by Tenant. .
- B. Wood/Atilla shall acquire the alternate voting location at Wood’s/Atilla’s sole cost and expense and convey the alternate location to Tenant without consideration to be paid or advanced by Tenant. All cost and expenses incurred in moving Tenant’s equipment and other

personal items located at the Lease Premises shall be at the sole cost and expense of Wood/Atilla.

- C. Upon conveyance of the alternate voting location to Tenant, Tenant's leasehold interest in the Lease Premises shall terminate.
- D. Upon conveyance of the Lease Premises by Wood to Atilla, Wood shall be discharged and released of all liabilities and obligations under the Lease Agreement which Atilla assumes, including the duties and obligations under this "Amendment to Lease Agreement."
- E. The proposed alternate voting location shall be subject to the approval of an entrance for access by TxDOT.
- F. After conveyance of the alternate voting location to Tenant the entity conveying the real property shall have a right of first refusal to purchase the real property in the event of a future sale by Tenant.
- G. The terms, conditions and agreements contained in the Lease Agreement as modified and amended herein shall be binding upon and inure to the benefit of Tenant and Wood and their heirs, successors and assigns.

Wood, Tenant, and Atilla agree that all other terms, provisions, conditions and covenant provided in the Original Lease Agreement are affirmed, ratified, and in full force and effect, except as modified and changed herein.

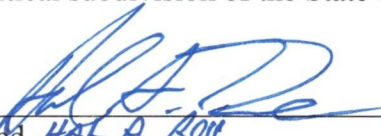
Signed this 10th day of April, 2026.

CLINTON WOOD




BRANDI WOOD

KIMBLE COUNTY, TEXAS
a political subdivision of the State of Texas

By: 
Printed HAL A. ROSE
Name: _____
Title: County Judge

ATILLA PROPERTIES, LTD.

By: 
Printed _____
Name: Jon Day
Title: Operations Mgr.

Attachment - Original Lease

LEASE AGREEMENT

This Lease Agreement ("Lease Agreement"), dated effective as of this 1st day of August, 2023, is made between June Ackel ("Landlord"), and Kimble County, ("Tenant"). Subject to and in consideration of all of the terms, provisions, covenants and conditions of this Lease Agreement and other good and valuable consideration, and in the interest of the public good, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. LEASE.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises for the term and upon the terms, covenants and conditions provided in this Lease Agreement.

2. PREMISES.

Landlord hereby leases to Tenant on the terms and conditions set forth in this Lease Agreement approximately 18,200 square feet (0.417 acres) of space in the land located at Ranch Road 479, Kimble County, Texas ("Leased Premises"), being a portion of a Partition Deed described in Volume 87, Page 433 of the Deed Records of Kimble County, Texas, further described in the attached Exhibits "A" and "B". Tenant shall accept the Leased Premises in their "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition, except as otherwise provided in this Lease Agreement, on the Commencement Date without recourse to Landlord.

3. TERM AND TERMINATION.

The initial term of this Lease Agreement is for a one (1) year period and shall commence on August 1, 2023 ("Commencement Date"), this Lease Agreement will automatically renew for additional one (1) year terms unless either party gives thirty (30) days written notice to the other party prior to the end of any Lease Agreement term stating the terminating party's intent not to renew this Lease Agreement, and if such notice is given then this Lease Agreement will terminate at the end of that term. Possession of the Leased Premises ("Possession") shall be delivered to Tenant on the Commencement Date. Upon any termination of this Lease Agreement, Tenant shall vacate the Leased Premises at the end of the notice period.

4. RENTAL PAYMENT.

Landlord and Tenant agree that Tenant shall pay to Landlord as rent on the first day of the first month, without deduction, setoff, notice, or demand, at 15380 Ranch Road 479, Harper, Texas 78631, or at such other place as Landlord shall designate from time to time by notice to Tenant, a yearly rental payment in the amount of \$12.00 (TWELVE and no/100 DOLLARS) for the first year of the term of this Lease Agreement. If any rent or other sum due from Tenant is not received on or before the day which is fifteen (15) days after its due date, then Tenant shall pay to Landlord immediately upon Landlord's demand therefor, a late charge in an amount equal to five percent of

such overdue amount, plus any attorneys' fees and costs incurred by Landlord by reason of Tenant's failure to pay rent and other charges when due hereunder.

5. UTILITIES AND TAXES.

Tenant shall be responsible for payment of water, sewer, and trash for the Leased Premises; provided that the parties understand and agree that Landlord will receive the utility bills for water, sewer and trash for the entire property including the Leased Premises and Tenant shall pay such portion of each monthly bill. Tenant shall be responsible for the payment of all other utilities for the Leased Premises including electricity, telephone and Internet. Landlord shall be responsible for any real property taxes related to the Leased Premises and Tenant shall be responsible for any and all taxes related to its business operations.

6. USE OF PREMISES.

- A. The Premises shall be used and occupied only for a Voting Site for Precinct 7 of Kimble County, Texas, for miscellaneous storage of equipment, for other matters related to voting, and for no other use or purpose without Landlord's written consent.
- B. Tenant shall be solely responsible for complying with all local, state and federal laws and regulations related to its business and use of the Leased Premises.
- C. Tenant shall throughout the term of this Lease Agreement, at its own expense, maintain the Leased Premises and all improvements thereon and keep them free from waste, damage or nuisance, and shall deliver up the Premises in broom-clean condition at the expiration or termination of this Lease Agreement or the termination of Tenant's right to occupy the Leased Premises by Tenant, in good repair and condition, reasonable wear and tear excepted.
- D. Landlord and Tenant agree that Tenant shall be allowed to construct a building, parking lot, and fence around the Leased Premises to be used for the purpose of providing a space for Kimble County Residents to vote in elections throughout the year on the Leased Premises. Landlord and Tenant agree that Tenant shall have the right to remove any of the improved or constructed property at any time before or after termination of this Lease Agreement.

7. REPAIRS.

All repairs, alterations or additions that affect the Leased Premises' structural components or major mechanical, electrical or plumbing systems shall be made by Tenant or its contractors only. Unless otherwise provided herein, Landlord shall not be required to make any improvements to or repairs of any kind or character to the Leased Premises during the term. Tenant shall be responsible, at its own cost and expense, for all repair or replacement of any damage to the Leased Premises, together with any damage to the Leased Premises or any part thereof caused by Tenant or any of Tenant's agents or invitees.

8. ASSIGNMENT AND SUBLETTING.

Tenant shall not assign this Lease Agreement or sublease all or any part of the Leased Premises without prior written consent of Landlord.

9. FIRST RIGHT OF REFUSAL.

Landlord agrees, should Landlord decide to sell the Leased Premises, that Landlord shall notify Tenant in writing of the intent to sell and give Tenant the first right of refusal on purchasing the Leased Premises for fair market value. Landlord shall hold this first right of refusal on behalf of Tenant for 35 days after delivery of the written notice from Landlord to Tenant of the intent to sell.

10. INDEMNIFICATION AND INSURANCE.

Tenant shall defend, indemnify and hold harmless Landlord, its agents, employees, officers, directors, partners and shareholders ("Landlord's Related Parties") from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, costs and expenses, including reasonable attorneys' fees and costs, arising out of the use, occupancy, conduct, operation, or management of the Leased Premises by, or the misconduct or negligence of, Tenant, its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about the Leased Premises or arising from any breach or default under this Lease Agreement by Tenant, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Leased Premises, except to the extent caused by the negligence or misconduct of Landlord. This indemnification shall survive termination or expiration of this Lease Agreement.

Tenant shall, at its sole cost and expense, maintain during the term of the Lease Agreement all such policies of insurance as Landlord may reasonably require, including, without limitation, comprehensive general liability insurance for bodily injury and property damage (including coverage extensions for personal injury, premises/operations, independent contractors, and broad form contractual liability) in amounts of not less than a limit of One Million and 00/100 Dollars (\$1,000,000) per occurrence, and shall include Landlord as additional insured as their interest may appear; as well as property insurance with respect to Tenant's property and all leasehold improvements and alterations, to be written on an "all risks" basis for full replacement cost; and comprehensive catastrophe liability insurance for the Leased Premises.

11. DEFAULT AND REMEDIES.

Upon occurrence of any default by Tenant under this Lease Agreement, and (i) if the default is a payment default and not cured within five days after written notice from Landlord of such default or if a default under any other provision of this Lease Agreement and is not cured within thirty days after written notice from Landlord of such default, then Landlord may terminate this Lease Agreement, and Landlord may forthwith repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, (ii) the cost of removing and storing Tenant's or any other occupant's property, (iii) the unpaid rent and any other sums accrued hereunder at the date of termination, (iv) a sum equal to the amount, if any, by which the present value of the total Rent and other benefits which would

have accrued to Landlord under this Lease Agreement for the remainder of the term of the Lease Agreement. Upon default, Landlord may terminate Tenant's right of occupancy of the Leased Premises and reenter and repossess the Leased Premises by entry, forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without becoming liable for damages or guilty of trespass to Tenant. Finally, upon default by Tenant, Landlord may retain and apply the security deposit to any amounts due and owing by Tenant.

Any provisions of this Lease Agreement to the contrary notwithstanding, Tenant hereby agrees that no personal, partnership or corporate liability of any kind or character (including, without limitation, the payment of any judgment) whatsoever now attaches or at any time hereafter under any condition shall attach to Landlord for payment of any amounts payable under this Lease Agreement or for the performance of any obligation under this Lease Agreement. The exclusive remedies of Tenant for the failure of Landlord to perform any of its obligations under this Lease shall be to terminate this Lease Agreement subject to Tenant paying any rent due through the termination of its occupation of the Leased Premises. In no event shall Landlord be liable to the Tenant, for any indirect, special, consequential or punitive damages.

12. NOTICES.

Any notice, request, demand or consent required or permitted to be given under this Lease Agreement shall be in writing and shall be effective when transmitted and confirmation of receipt is obtained for facsimile transmissions; when delivered personally; one (1) business day after sent by recognized overnight courier; and five (5) calendar days after sent by mail, first class, postage prepaid; in each case to the following address or telephone number, as applicable:

If to Tenant to: Kimble County
 501 Main Street
 Junction, Texas 76849
 Attention: Kimble County Judge

If to Landlord to: June Ackel
 15380 Ranch Road
 Harper, Texas 78631

or at such other address as either party shall specify by notice to the other.

13. GOVERNING LAW AND VENUE.

This Lease Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law. Any action brought under or related to this Lease Agreement shall be brought in the appropriate court located in Kimble County, Texas.

14. COMPLIANCE.

Tenant agrees to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the Tenant and Leased Premises subject matter of this Lease Agreement.

15. ENTIRE AGREEMENT.

This Lease Agreement, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease Agreement or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease Agreement.

TENANT: Kimble County Texas
By: H.A. Re
Title: County Judge

LANDLORD: James D. Reed



Property Information (1021)

Owner Name: ACKEL JUNE ANTOINETTE
 Doing Business As: Null
 Property Identification Number: 1021
 Geo Identification Number: 0500-0815-003000
 Legal Description: A0500 S A & M G R R CO SVY #615 TRACT C ACRES 7.2
 State Code: D1
 Address:
 Taxing Jurisdictions: SKM, HOS, KGW, SHA, CAD
 Appraised Value: \$380.00
 Neighborhood: HARPER AREA
 Abstract Code: A0500

Property Detail (http://propaccess.truautomation.com/prop/price.html?pid=79&p=1021)

Exhibit A

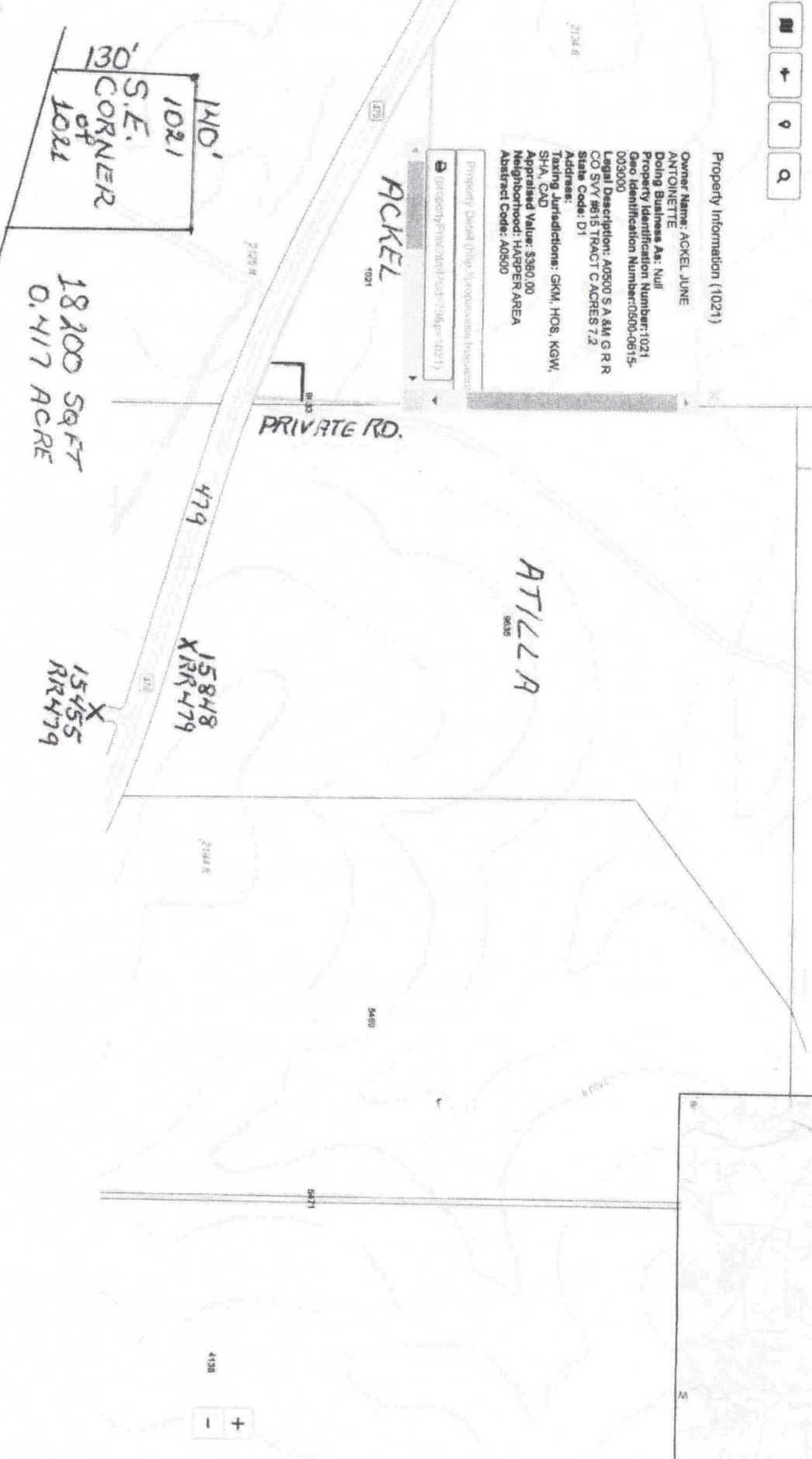
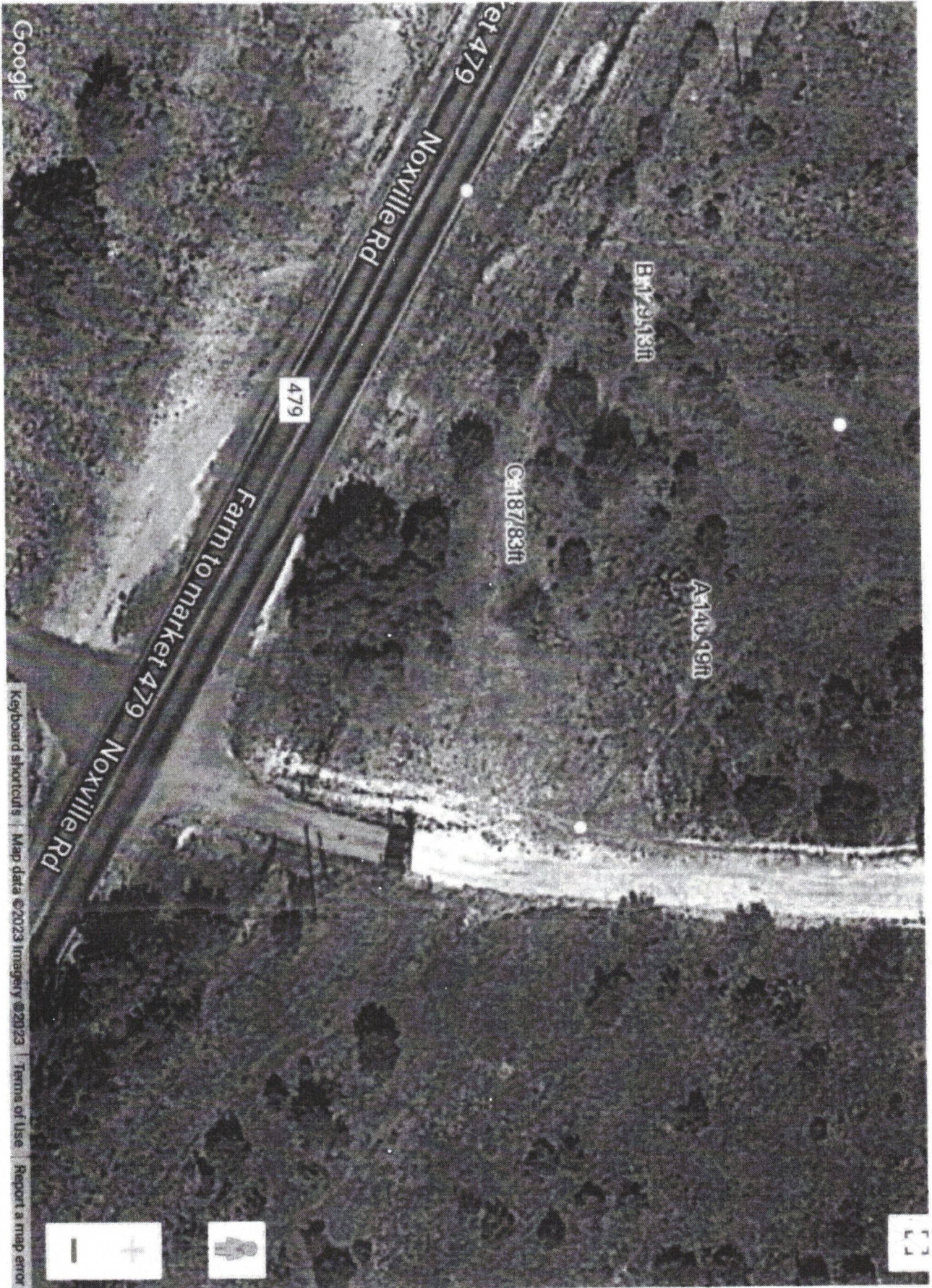


Exhibit B



RECORDED & MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions, and changes were present at the time the instrument was filed and recorded.