STATE OF TEXAS
COUNTY OF BRAZORIA

#### **LEASE AGREEMENT**

This Lease Agreement is entered into by and between the City of Sweeny, Texas, a political subdivision of the State of Texas acting by and through its City Council, hereinafter referred to as "Lessor," and Brazoria County, Texas, a political subdivision of the State of Texas acting by and through its Commissioners Court, hereinafter referred to as "Lessee."

### I. LEASED PREMISES

1.01 In consideration of the mutual covenants and promises of this Lease Agreement, Lessor hereby demises and leases to Lessee, and Lessee hereby accepts for the term of this Lease Agreement office space of approximately 203.4 square feet and common areas in the Sweeny Policy Department building located to 123 North Oak Street, Sweeny, Texas 77480, as depicted and described in Exhibit "1," which is attached hereto and incorporated herein for all purposes (the "Leased Premises"). Lesse shall use the Leased Premises for the purpose of providing county tax office services to residents of Brazoria County, Texas.

### II. <u>TERM</u>

2.01 The term of this Lease Agreement shall be for a period of one (1) year, commencing on the 1st day of December, 2023 (the "Lease Term"). The Lease Term shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions stated herein, unless either party hereto provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the then current Lease Term.

### III. <u>RENT</u>

3.01 As rent for the use of the Leased Premises, Lessee agrees to perform tax assessment and collection services for Lessor as specified in the "Contract for Tax Collections," as described in Exhibit "2," which is attached hereto and incorporated herein for all purposes.

# IV. REPAIRS, MAINTENANCE, AND MODIFICATIONS

- 4.01 Lessor shall be responsible for the repair, routine maintenance, cleaning, and upkeep of the Leased Premises.
- 4.02 Lessee shall not have the right to make any improvements upon or modifications to the Leased Premises without prior written approval of Lessor, and any such improvements or modifications shall remain thereon, unless approved in writing by Lessor.

# V. TAXES AND UTILITIES

- 5.01 Lessor shall be responsible for the payment of all taxes on the Leased Premises.
- 5.02 Lessor shall be responsible for the payment of all utilities on the Leased Premises necessary for Lessee's use of the Leased Premises, including, but not limited to, electricity, gas, water, telephone, and internet.

### VI. INSURANCE

- 6.01 At all times during the Lease Term, Lessor shall secure and maintain property insurance in an amount equal to the full insurable value of Lessor's property in or on the Leased Premises.
- 6.02 At all times during the Lease Term, Lessor shall secure and maintain comprehensive general liability insurance equaling or exceeding limits of liability of \$500,000.00 per occurrence for bodily injury and \$500,000.00 general aggregate for bodily injury and property damage. Said policy(ies) shall name "Brazoria County, Texas" and its officers and employees as additional insureds and shall insure any liability against Brazoria County and its officers and employees arising from or related to their use, occupancy, or maintenance of the Leased Premises.

### VII. NOTICES AND COMMUNICATIONS

7.01 All notices, requests, and other communications required or authorized under this Lease Agreement shall be in writing and shall be hand delivered, dated, and acknowledged by the receiving party, or sent by certified mail, return receipt requested. All notices, requests, and communications shall be addressed as follows:

To Lessor: Lindsay Koskiniemi

City Manager

City of Sweeny, Texas 102 W. Ashley Wilson Road

Sweeny, Texas 77480

To Lessee: Kristin R. Bulanek

Brazoria County Tax Assessor Collector

451 North Velasco Angleton, Texas 77515

## VIII. MISCELLANEOUS PROVISIONS

- 8.01 Lessee shall not assign this Lease Agreement nor sublet the Leased Premises or any interest therein without first obtaining the written consent of Lessor.
- 8.02 This Lease Agreement may only be amended, modified, or supplemented by written agreement signed by both parties.
- 8.03 This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 8.04 This Lease Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Lease Agreement. It contains all the covenants and agreements between the parties relating in any way to the creation and use of the leasehold estate and the relationship of the parties as landlord and tenant. Each party to this Lease Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Lease Agreement, and that no agreement, statement, or promise not contained in this Lease Agreement shall be valid or binding.
- 8.05 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease Agreement, and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been included in the Lease Agreement.
- 8.06 The Lease Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.
- 8.07 Lessor and Lessee agree that if it becomes necessary for any party to file any action in connection with this Lease Agreement, including, but not limited to, the enforcement of a breach of this Agreement, the proper venue for such action shall be in the District Courts of

Brazoria County, Texas.

LESSOR:	LESSEE:
CITY OF SWEENY, TEXAS	BRAZORIA COUNTY, TEXAS
Lindsay Koskiniemi	L.M. "Matt" Sebesta, Jr.
City Manager	County Judge
City of Sweeny, Texas	Brazoria County, Texas
Date	Date: