

LEASE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Lease Agreement is entered into by the parties hereto on the _____ day of _____, 2023, and in consideration thereof, the City of Sweeny, a political subdivision, hereinafter sometimes referred to as "Landlord" and the Brazoria County Tax Assessor/Collector's Office, hereinafter sometimes referred to as "Tenant", do hereby covenant and agree as follows:

- (1) Landlord does hereby lease and demise unto Tenant, for the purpose of operating and maintaining office space suitable for use by the Brazoria County Tax Assessor/Collector's Office in order to provide certain real property tax collection services to the residents of Sweeny and Brazoria County, Texas, office space in the City owned building located at 111 W. Third Street, Sweeny, Texas.
- (2) This lease shall be for a period of **three (3) years** beginning the 1st day of October, 2023.
- (3) **Either party may terminate this Lease Agreement upon sixty (60) days advance written notice to the other party. Upon termination of this lease Agreement, all rights and licenses shall immediately cease and Tenant must promptly vacate the premises."**
- (4) Tenant shall pay as rent for the leased premises the sum **of SEVEN HUNDRED FIFTY AND NO/100'S DOLLARS (\$750.00) per month** on the 1st day of each month beginning the beginning date of the lease specified above, delivered to the Sweeny City Hall, 102 W. Ashley Wilson Road, Sweeny, Texas 77480. If Tenant fails to pay said rent by the 5th day of the month Tenant will be in default of this lease and Landlord may immediately terminate this lease.
- (5) Tenant will furnish its own offices and provide its own supplies to include housekeeping/ janitorial services. Tenant shall not have the right to make valuable improvements upon premises hereby leased without prior approval of Tenant, and any improvements made upon the premises shall go with the premises and shall remain thereon after the lease is terminated or Tenant abandons the premises. Landlord shall be responsible for the repair, maintenance, and upkeep of the premises.
- (6) **Landlord will be responsible for all water, gas, trash, and electricity bills incurred by Tenant on the leased premises. Tenant will be responsible for their telephone,**

cable, and internet service and installation thereof, and the installation of Tenant's computer systems.

- (7) In the event that Tenant shall for any reason abandon the premises or ceases to use them as a facility for the provision of real property tax collection services to residents of Sweeny or Brazoria County, this lease shall immediately become null and void and said premises shall immediately revert to the Landlord, together with any and all improvements that shall have been made.
- (8) The parties understand that Tenant may not sub-lease or assign any portion of the premises to other entities.
- (9) Landlord shall be responsible for taxes on the leased premises. Tenant shall be responsible for any taxes on Tenants contents placed on the leased premises.

EXECUTED this _____ day of _____, 2023.

ATTEST:

CITY OF SWEENY

Kaydi Smith
City Secretary

By _____
Dusty Hopkins
Mayor

BRAZORIA COUNTY
TAX ASSESSOR/COLLECTOR'S OFFICE

By _____
Printed Name _____
Title _____

BRAZORIA COUNTY

By _____

L.M. "Matt" Sebesta Jr.
Brazoria County Judge

STATE OF TEXAS §

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BEFORE ME, the undersigned Notary Public, on this day personally appeared DUSTY HOPKINS, (Mayor of Sweeny) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, (Brazoria County Tax Assessor/Collector) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, (County Judge) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

DRAFT