

STATE OF TEXAS §

COUNTY OF BRAZORIA §

USE AGREEMENT BETWEEN BRAZORIA COUNTY
AND THE BRAZORIA COUNTY MASTER GARDENERS

Brazoria County (“County”) presently occupies a 156.36 acre tract (“tract”) owned by the Texas A&M University System pursuant to a 50-year lease that commenced on February 1, 2006.

The Brazoria County Master Gardeners (“Gardeners”) under the auspices of the Texas A&M AgriLife (“AgriLife”) has conducted operations on a portion of the tract prior to the execution of the County’s Lease Agreement. The Gardeners and AgriLife entered into a Use Agreement with County effective December 1, 2009 which expired November 30, 2019.

County wishes to allow the Gardeners and AgriLife to continue activities at the tract. County also plans to use the tract to house other County departments. In order to delineate those parts of the property utilized by AgriLife and Master Gardeners, the Parties have agreed to the following terms and conditions.

1. The term of this Agreement shall be for a period of ten (10) years commencing October 1, 2024 and may be renewed for a similar term by the mutual consent of County and Master Gardeners. Master Gardeners shall pay the sum of \$1.00 per year on the 1st day of the November and each such date thereafter as consideration for the lease.
2. Both County and Gardeners may terminate this Agreement with 180 days’ notice to the other party.
3. County has designated certain areas of the leased premises to be primarily used by Gardeners and its programs. These areas are set out in Exhibit “A” to this Agreement.
4. Those areas not so designated in the previous paragraph are reserved exclusively for County’s use subject to the following exceptions:
 - a. That property which is necessary to allow Gardeners reasonable ingress and egress to the designated areas which does not interfere with County’s ongoing operations on the leased premises; or
 - b. Such location which can be agreed to by an agent of Gardeners and the director of the County Parks Department, subject to approval of Commissioners Court.
5. County shall make utilities available to Gardeners at Gardeners expense.
6. County shall place drainage structures anywhere on the leased premises as it deems appropriate.
7. Gardeners shall cause its activities program to maintain such insurance required by County’s lease agreement with the Texas A&M University System.

8. Any and all improvements to the leased area will become the property of Brazoria County or as is required by the County's leased agreement with Texas A&M University System.
9. All structures within the designated leased area will be maintained by the Gardeners in a safe and reasonable condition.

Effective the 1st day of October, 2024.

Brazoria County
By: L.M. "Matt" Sebesta, Jr.
County Judge

Brazoria County Master Gardeners
By: _____
President

Date: _____

Date: _____

STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on _____, 2024 by L.M. "Matt" Sebesta, Jr. as County Judge of Brazoria County.

Notary Public

STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on _____, 2024 by _____ as _____ of Brazoria County Master Gardeners.

Notary Public

EXHIBIT "A"





EXHIBIT "A"

