

THE STATE OF TEXAS                   §  
   §  
COUNTY OF BRAZORIA                 §

LEASE AGREEMENT FOR BRAZORIA COUNTY  
WIC OFFICE SPACE

THIS AGREEMENT is made effective the 1<sup>st</sup> day of October 2023, at Brazoria, Brazoria County, Texas, by and among Brazoria Heritage Foundation, Inc., hereafter referred to as “Lessor” and Brazoria County, Texas (“County”) on behalf of its Health Department for WIC (also known as, “The Special Supplemental Nutrition Program for Women, Infants and Children”), 203 Nevada St. Brazoria, Texas 77422, hereinafter referred to as “Lessee.”

**1. Demise and Description of Property:**

The Lessor hereby leases to Lessee and Lessee hereby leases from Lessor one of the four areas (former classrooms of the 4<sup>th</sup> grade wing of the Brazoria Elementary School) at 203 Nevada St., Brazoria, Texas currently used by the Brazoria County Health Department as WIC office space (the “WIC Offices”), together with the non-exclusive right to use the adjoining and connecting hallway, door ways within the building and the adjacent parking lot and walkways outside the building (collectively, including the WIC Offices, the “Leased Premises”).

**2. Term:**

The term of this lease shall be for a period of one (1) year, hereinafter called the “Lease Term,” commencing on the 1<sup>st</sup> day of October, 2023, and ending on or before the 30<sup>th</sup> day of September, 2024 subject, however, to earlier termination as hereinafter more particularly provided. This lease shall automatically renew on an annual basis for nine (9) additional years. At the expiration of said nine (9) additional years, this lease may continue for additional one (1) year extension periods by written agreement, subject to early termination at the discretion of either party. Lessee shall exercise its options to renew the lease term at thirty (30) days prior to the expiration of the lease term.

**3. Consideration:**

Each party understands that the County is replacing the HVAC systems located at 203 Nevada St., Brazoria, Texas. Said replacement is estimated to cost the County Twenty-Two Thousand and No/100 Dollars (\$22,000.00). In consideration of the County’s replacement of the HVAC system at County’s own expense, Lessor agrees to maintain the current rent amount stated in Section Five (“Rent”), without any increase, for the initial one (1) year period and nine (9) additional years referenced in Section Two (“Term”).

**4. Right to use Premises:**

Lessee agrees to use the Leased Premises only for the purpose of maintaining their offices and receiving and interviewing participants in the WIC program, unless another use is specifically authorized, in advance, by the Lessor in writing. Lessor grants to Lessee exclusive use of the WIC Offices and the non-exclusive use of the balance of the Leased Premises. It is understood that the Lessor and other tenants have the rights to use and occupy parts of the building which includes the WIC Offices and a balance of the Leased Premises. It is further understood that the Lessor may grant others the right to use or occupy the building corridors.

**5. Rent:**

As rent for the use of the Leased Premises, Lessee agrees to and shall pay to Lessor the sum of Seven Hundred Fifty and No/100 Dollars (\$750.00) per month, payable in advance on or before the 5<sup>th</sup> day of each calendar month. If payment is mailed, rent shall be considered paid on the date of the postmark. This payment amount shall not be increased in future lease renewals.

**6. No Waste, Nuisance or Unlawful Use:**

Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

**7. Payment of Utilities:**

In addition to rent payable by Lessee under Paragraph (5) above, the Lessee shall be responsible for and shall pay all of the utilities to the proper entities including electricity, gas, water, garbage and sewer, all of which shall be provided by the Lessor. The Lessee shall have the right, at its own expense, to install a telephone line on the Leased Premises. The telephone number assigned to any such telephone line shall be the property of Lessee, and the Lessee shall be responsible for all monthly charges for use of the line.

**8. Repairs and Maintenance:**

Lessor, at its expense, shall maintain and keep the exterior of Leased Premises, including the building, landscaping and yard care, in good condition and repair, excluding only any damages caused by the negligent or willful act of Lessee or its employees, guests, patients or invitees, which damages shall be the responsibility of the Lessee. The Lessee, at its expense, shall be responsible for all repairs and renovations to the WIC Offices internally. The Lessor agrees to maintain or repair the building or the Leased Premises, so that the condition of the building will not have an adverse effect on the right of the Lessee to use the Leased Premises for the purpose described in Paragraph (4) above.

**9. Acceptance and Surrender of premises:**

Lessor represents that the premises are in fit condition for use as described in Paragraph (4). Lessee agrees to accept the premises on possession as being in a good state of repair

and in sanitary condition. Lessee agrees to surrender the premises to Lessor at the end of the Lease term, if the lease is not renewed, in the same condition as when Lessee took possession, allowing for reasonable use and wear and damages by act of God, including fire and storms.

a. Destruction of Premises:

Partial destruction of the Leased premises shall not render this lease void or voidable, or terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, Lessor shall repair them, when such repairs can be made in conformity with local, state and federal laws and regulations within fourteen (14) days of the partial destruction. If the repairs cannot be so made within fourteen (14) days then either party has the option to terminate this agreement by written notice to the other.

**10. Assignment or Sublease:**

Lessee agrees not to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's clientele, agents and employees, to occupy the premises, or any part thereof, without first obtaining the Lessor's written consent. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of their interest herein without Lessor's written consent.

**11. Remodeling:**

Lessee agrees not to perform any remodeling or modification of the Leased premises without the prior written consent of the Lessor. In the event such remodeling or modification is approved by Lessor then, in the event of the termination of this agreement, Lessee shall, at Lessor's request, either leave the remodeling or modification in the Leased Premises to become the sole property of Lessor or remove such remodeling and/or modification and restore the Leased Premises to their original condition within thirty (30) days of their termination of this agreement.

**12. Lessor's Remedies on Lessee's Breach:**

Except for failure by the Lessee to pay rent in a timely fashion, the Lessor shall give the Lessee written notice of any breach of this Lease. In the event, Lessee fails to cure any such default within thirty (30) days of written notice, Lessor shall have the following remedies, in addition to its other rights and remedies:

a. Re-entry:

Lessor may re-enter the premises immediately and remove all Lessee's personnel and property there from. Lessor may store the property in a public warehouse or at another place of its choosing at Lessee's expense or to Lessee's account.

b. Termination:

After re-entry, Lessor will terminate the lease on giving thirty (30) days written notice of such termination to Lessee.

c. Reletting Premises:

After re-entering, Lessor may relet the premises or any part thereof, for any term, on such terms as he may choose. Lessor may make necessary repairs to the premises at Lessee's expense.

**13. Lessee's Remedies on Lessor's Breach:**

The Lessee shall notify the Lessor in writing of any breach by the Lessor of its obligations under this Lease. The Lessor shall have ten business days to cure any such failure, after which, if any adequate cure is not effected, the Lessee shall have the right to terminate this Lease, immediately.

**14. Termination by Lessee:**

Lessee may terminate this agreement for any reason. If Lessee terminates this agreement, Lessee shall provide Lessor written notice of termination. Lessee shall provide such notice at least thirty (30) days prior to the effective date of termination.

**15. Effect of Lessor's Waiver:**

Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of subsequent breach of the one waived. Lessor's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.

**16. Insurance:**

Lessee is self-insured and will adjust any claim or liability for which it is responsible through its insurance reserve fund.

**17. Indemnification:**

Lessor agrees to and shall indemnify and hold Lessee harmless with respect to any and all claims, demands, suits, or causes of action arising out of any act or omission of Lessor or its agents, members, employees, officers, directors, guest, invitees, or in, on or about or in connection with the use or occupation of the Leased Premises.

**18. Miscellaneous Provisions:**

a. Texas Law to Apply:

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

b. Parties Bound:

This agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns except as otherwise expressly provided herein.

c. Legal Construction:

In case any one or more of the provisions contained in this 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 provisions thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable to provision had never been contained herein.

d. Prior Agreements Superseded:

This agreement constitutes the sole and only agreements of parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

e. Specific Performance:

The parties hereby declare that it is impossible to measure in money the damages, which will accrue to a party hereto, his heirs, executors, administration, legal representatives, successors or assigns by reason of a failure to perform any of the obligations under this agreement. Therefore, if a party hereto, his heirs, executors, administrators, legal representatives, successors or assigns shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceedings is brought hereby agrees that specific performance may be sought and obtained for any breach of this agreement.

f. Counterparts, One Agreement:

This agreement and all other copies of this agreement, insofar as they relate to the rights, duties and remedies of the parties, shall be deemed to be one agreement. This agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g. Notice:

Unless otherwise provided herein, any notice tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received as of actual receipt. The contacts and addresses for notices are as follows:

Brazoria Heritage Foundation  
Address: P.O. Box 1728  
Brazoria, TX 77422  
Attention: David Jordan

Brazoria County Health Department  
Address: 434 E. Mulberry St.  
Angleton, TX 77515  
Attention: Director of Health Department

AND

Brazoria County District Attorney's Office  
Address: 237 E Locust Street, Suite 301,  
Angleton, TX 77515  
Attention: Civil Division

h. Return Check Charge:

In the event any check presented by Lessee to Lessor as a payment under this agreement is, for any reason, dishonored or returned to the Lessor, Lessee shall owe the Lessor, in addition to all other sums provided for herein, a processing fee in the amount of \$25.00.

i. Late Payment Charge:

If the Lessor has not received the full amount of any monthly payment by the end of five (5) days after the date it is due, Lessee agrees to and shall pay, in addition to the delinquent installment, a late charge equal to 5% of the overdue payment. The late charge is payable only once with respect to each late payment, and is to compensate Lessor for the additional time, expense and effort involved in the collection and handling of that late payment.

j. Interest Charge:

Any and all sums payable by Lessee to Lessor under the terms of this agreement that are considered late under this Lease Agreement shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

k. Attorney's Fees:

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the court in the trial of such action or may be enforced in a separate

action brought for the purpose, and which fees shall be in addition to any other relief which may be awarded.

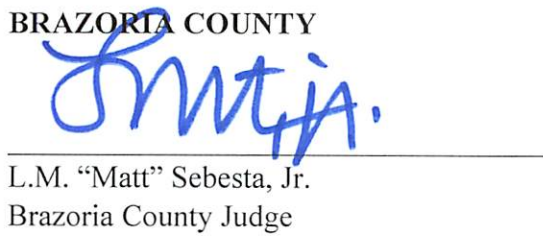
EXECUTED this 2<sup>ND</sup> day of OCTOBER, 2023.

**LESSOR:**  
**BRAZORIA HERITAGE FOUNDATION**

  
\_\_\_\_\_  
David Jordan, President

Date: 10/02/23

**LESSEE:**  
**BRAZORIA COUNTY**

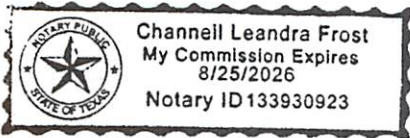
  
\_\_\_\_\_  
L.M. "Matt" Sebesta, Jr.  
Brazoria County Judge

Date: 9/26/23

THE STATE OF TEXAS                   §  
COUNTY OF BRAZORIA               §

This instrument was acknowledged before me on the 2<sup>nd</sup> day of October,  
2023, by David Jordan, as President of the Brazoria County Heritage Foundation.

Chanel Frost  
Notary Public, State of Texas



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COUNTY OF BRAZORIA               §

This instrument was acknowledged before me on the 26<sup>th</sup> day of Sept.,  
2023, by L.M. "Matt" Sebesta, Jr, Brazoria County Judge.

J. Geserick  
Notary Public, State of Texas

