

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SELLER'S TEMPORARY COMMERCIAL LEASE
 UPON FORT BEND COUNTY ACQUISITION FOR PUBLIC PURPOSE**

THIS LEASE AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "Lessor"), a body corporate and politic under the laws of the State of Texas, and **GLORIA RODRIGUEZ LOPEZ**, (hereinafter "Lessee") pursuant to terms of the executed Warranty Deed between Lessor and Lessee for the Lessor's acquisition of Lessee's property for **Mobility Project No. 20106**.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, **622 N. 10TH STREET, RICHMOND, TX 77469, legal description - Oshman S/D, Block 3, Lot 1 & a portion of Lot 2**, (hereinafter "Leased Premises"), being the same property described in the executed Warranty Deed executed between Lessor and Lessee.

1. **TERM OF LEASE AGREEMENT**

The Term of this Lease Agreement (the "Term") commences on the date the Lessor consummates the purchase of the Leased Premises as reflected in the closing documents (the "Commencement Date") and terminates twelve (12) months thereafter (the "Termination Date"), unless terminated earlier by reason of other provisions.

2. **RENT**

The Lessee agrees to pay Lessor the sum of one dollar and no/100 (\$1.00) per month as rent ("Rent") with the full amount of \$12.00 of Rent for the Term to be paid as a seller cost at closing. The Lessee will not be entitled to a refund of the Rent if this Lease Agreement terminates early due to Lessee's default or voluntary surrender of the Leased Premises.

3. **UTILITIES**

Lessee shall be responsible for payment of all utility services supplied to the Leased Premises.

4. **USE OF LEASED PREMISES**

Lessee may use the Leased Premises only for the continued tenancy of its existing tenants currently under a valid lease agreement with Lessee and residing at the apartment building located on the Leased Premises (the "Apartment Building") on or after the date of execution of this Agreement. Lessee may not assign this Lease Agreement or sublet any part of the Leased Premises. Any attempted assignment or partial assignment by Lessee shall be void and of no effect. Lessee shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Leased Premises. Further:

- A. Upon execution of this Agreement, Lessee shall provide a list of the names and addresses of all tenants of the Apartment Building under an existing lease agreement with Lessee, and the expiration date of such lease agreement.

- B. Lessee is prohibited from entering into additional lease agreements to create a tenancy within any unit of the Apartment Building on or after the date of execution of this Agreement.
- C. Lessee is prohibited from entering an amendment of an existing lease agreement that would extend the existing tenancy of any unit of the Apartment Building beyond the Term of this Agreement on or after the date of execution of this Agreement.
- D. Lessee shall have the continued right to receive any and all rents and income generated by the Apartment Building during the term of this Agreement.

5. CONDITION OF LEASED PREMISES

Lessee accepts the Leased Premises in its present condition and state of repair at the Commencement Date. Upon termination, Lessee shall surrender the Leased Premises to Lessor in the same condition as at the time of closing, except normal wear and tear and any casualty loss.

6. ALTERATIONS

Lessee shall not have the right at any time during the Term of this Agreement to materially alter the Leased Premises including erect, alter, remodel, reconstruct, rebuild, replace, or remove any buildings or other improvements or fixtures on the Leased Premises, or correct or change the contour of the Leased Premises, without the prior written approval of Lessor. Lessor may require that Lessee, at the end of the Term and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the Leased Premises to the same condition as at the time of closing, except normal wear and tear and any casualty loss. Any remaining improvements or fixtures placed on the Leased Premises during the Term shall remain on the premises and become the property of the Lessor upon the expiration or termination of this Agreement.

7. REPAIRS AND MAINTENANCE

Lessee shall keep and maintain, or cause to be kept and maintained all grounds, buildings and improvements on the Leased Premises in a good state of appearance, repair and condition during the Term, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. Lessee shall promptly repair at Lessee's expense any damage to the Leased Premises caused directly or indirectly by an act or omission of the Lessee or any person other than the Lessor, Lessor's agents, servants or representatives while on the Leased Premises.

8. INSURANCE

Lessee shall obtain and maintain insurance at all times during the Term of this Agreement, including Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate covering liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder. Lessee shall also obtain and maintain fire and extended coverage insurance on all personal property belonging to Lessee located on the Property.

- County and the members of Commissioners Court shall be named as additional insured. All Liability policies shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

9. INSPECTIONS

Lessor shall have the right and privilege, through its officials, agents, and employees, to enter the Leased Premises at any time during the lease Term to inspect the general condition and state of repair of the Leased Premises. Lessee shall provide, at no cost to Lessor, access codes and keys to all locks placed on buildings, gates, and restricted access areas to allow Lessor access to the Leased Premises during the Term of this Agreement. Lessor agrees not to enter any occupied units without giving at least 48 hour's notice to Lessee, in writing, so Lessee can notify any Tenants who may be affected.

10. ENCUMBRANCE

Lessee shall not, at any time, encumber the leasehold interest, by deed of trust, mortgage or other security instrument. Nor shall Lessee suffer or permit any mechanic's lien, materialman's liens or any other type of lien to be placed upon the Leased Premises or upon any improvements thereof. If any such mechanics' lien, materialmen's lien, or any other type of lien shall be recorded against the Leased Premises, or any improvements thereof, Lessee shall cause the same to be promptly removed.

11. INDEMNIFICATION

A. LESSEE SHALL DEFEND, INDEMNIFY, AND SAVE HARMLESS LESSOR FROM AND AGAINST ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF LESSEE, ITS AGENTS, SERVANTS OR REPRESENTATIVES ON THE LEASED PREMISES DURING THE TERM THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF LESSEE OR ANY OF LESSEE'S AGENTS, SERVANTS OR REPRESENTATIVES.

B. Lessee shall timely report all such matters to Lessor and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth (15th) day of each month; provide Lessor with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Lessor required by Lessee in the defense of each matter.

C. Lessee's duty to defend, indemnify and hold Lessor harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Lease Agreement unless otherwise agreed by Lessor in writing. The provisions of this section shall survive the termination of this Lease Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

D. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Lessee, Lessee shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and

unless there is a determination by a court of competent jurisdiction that the acts and omissions of Lessee are not at issue in the matter.

- E. The provision by Lessee of insurance shall not limit the liability of Lessee under an agreement.
- F. Loss Deduction Clause - Lessor shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Lessee.

12. BREACH, DEFAULT and REMEDIES.

Lessee is in breach and default under this Lease Agreement if Lessee fails to timely perform its duties and obligations under this lease. Lessor must give the Lessee written notice of the breach or default. If Lessee fails or refuses to remedy the condition of the breach or default for a period of thirty (30) days Lessor may terminate this Lease Agreement by providing written notice of intent to terminate and the effective date of termination. The failure of Lessor to enforce rights provided in this Lease Agreement will not act as a waiver of the right to enforce such rights in the future.

13. VOLUNTARY TERMINATION

This Lease Agreement terminates upon expiration of the Term specified in Paragraph 1, upon Lessor's election to terminate in Paragraph 11, or by Lessee, upon thirty (30) days' advance written notice to the other party its intent to terminate by certified mail.

14. HOLDING OVER

Lessee shall surrender possession of the Leased Premises upon termination of this Lease Agreement. Any possession by Lessee beyond the Termination Date creates a tenancy at sufferance and will not operate to renew or extend this Lease Agreement. Lessee shall pay one dollar and no/100 (\$1.00) per day during the period of any possession after the Termination Date as damages, in addition to any other remedies to which Lessor is entitled.

15. GENERAL TERMS AND CONDITIONS

- A. Lessor warrants that the lease of the Lease Premises to the Lessee is authorized by the Lessor's governing body.
- B. This Lease Agreement is governed by the laws of the state of Texas and venue for any legal issue or action arising under this Agreement shall lie in Fort Bend County, Texas.
- C. It is understood and agreed that, by execution of this Lease Agreement, Lessor does not waive or surrender any of its governmental powers or immunity.
- D. This Lease Agreement, and its amendments and attachments represent the entire agreement of the parties.
- E. Amendments to this contract must be in writing and signed by both parties
- F. All notices required by this Lease Agreement must be in writing and are effective when mailed to, hand-delivered by courier to the following addresses:

<u>Lessor</u>	<u>Lessee</u>
Fort Bend County Attn: County Engineer 301 Jackson Street Richmond, Texas 77469 With a copy to: Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469	Gloria Rodriguez Lopez 1307 Preston Street Richmond, TX 77469

15. EXECUTION

The parties have executed this Lease Agreement on the dates indicated below. The effective date of this Lease Agreement is the date signed by the last party hereto.

LESSOR:

FORT BEND COUNTY, TEXAS

By: KP George
County Judge KP George
KP George, County Judge

LESSEE:

GLORIA RODRIGUEZ LOPEZ

By: _____
Gloria Rodriguez Lopez

Date: March 1, 2023

**Approved by Commissioners Court on December 6, 2022*

Date: _____

Attest:

Laura Richard
Laura Richard, County Clerk

