

STATE OF TEXAS                   §  
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 COUNTY OF FORT BEND         §

**SELLER'S TEMPORARY RESIDENTIAL 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 **MARIA ELENA AVILA**, (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, **1010 PRESTON STREET, RICHMOND, TX 77469, legal description - RICHMOND, BLOCK 147, LOT 5, 6, 7** (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 Landlord consummates the purchase of the Leased Premises as reflected in the closing documents (the "Commencement Date") and terminates one hundred twenty (120) days 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 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 pay all utility charges.

**4. USE OF LEASED PREMISES**

Lessee may use the Leased Premises only for residential purposes. Lessee may not assign this Lease Agreement or sublet any part of the Leased Premises. Lessee shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Leased Premises.

**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 may not alter the Leased Premises or install improvements or fixtures without the prior written consent of the 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 become the property of the Lessor.

7. REPAIRS AND MAINTENANCE

Lessee agrees to maintain the Leased Premises in good 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 is responsible to maintain insurance on all personal property belonging to Lessee.

9. INSPECTIONS

Lessor may enter the Leased Premises to inspect the general condition and state of repair. Lessee shall provide Lessor door keys and access codes to allow access to the Leased Premises during the Term.

10. INDEMNIFICATION

A. Lessee shall save harmless Lessor from and against all claims, 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 (15<sup>th</sup>) 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. Lessee's indemnification shall cover, and Lessee agrees to indemnify Lessor, in the event Lessor is found to have been negligent for having entered into Lease Agreement with Lessee.
- F. The provision by Lessee of insurance shall not limit the liability of Lessee under an agreement.
- G. 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.

11. 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.

12. 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 either party, upon thirty (30) days' advance written notice to the other party its intent to terminate by certified mail.

13. HOLDING OVER

Lessor 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.

14. 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.
- C. This Lease Agreement, and its amendments and attachments represent the entire agreement of the parties.
- D. Amendments to this contract must be in writing and signed by both parties.

E. 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 <sup>st</sup> Floor Richmond, Texas 77469	Maria Elena Avila 1010 Preston Street Richmond, TX 77469-2954

14. 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*  
Name: KP George  
Title: County Judge

Date: June 27, 2023

LESSEE:

MARIA ELENA AVILA

*M. Elena Avila*  
Maria Elena Avila

Date: 6-9-23

Attest:

*Laura Richard*  
Laura Richard, County Clerk

