

**LEASE AGREEMENT BETWEEN THE  
CITY OF SUGAR LAND AND  
THE ARC OF FORT BEND COUNTY**

This agreement for the lease of real property is made between the City of Sugar Land, a municipal corporation of the State of Texas, and The Arc of Fort Bend County, a Texas non-profit corporation. The parties agree as follows:

**I. Definitions.**

(a) *City* means the City of Sugar Land.

(b) *Hazardous Substance*:

(1) means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the state of Texas, or the United States Government;

(2) includes any material or substance that is defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local government law; and

(3) includes, but is not restricted to, asbestos, polychlorinated biphenyls ("PCBs"), and petroleum.

(c) *Lease* means this lease agreement and any exhibit referenced in this lease agreement.

(d) *Leased Premises* means approximately 1,895 square feet of space located at 123 Brooks Street, shown as Building 2 in Exhibit A.

(e) *Lessee* means The Arc of Fort Bend County.

(f) *Parking Area* means the two parking lots that serve the buildings located at 119 and 123 Brooks Street.

**II. Leased Premises and Parking.**

(a) **Leased Premises.** City leases to Lessee the Leased Premises.

(b) **Parking Area.** The Lessee, its employees, and guests may use the Parking Area subject to reasonable regulations of the City. Lessee shall have the non-exclusive authority to tow vehicles from the Parking Area on an as-needed basis.

(c) **Use of Leased Premises.** Lessee may use and occupy the Leased Premises for services associated with The Arc of Fort Bend County and for no other use. Lessee may not do or permit anything to be done in or about the Leased Premises that materially obstructs or materially

interferes with the rights of other persons occupying the building. Lessee may not permit any nuisance in, on, or about the Leased Premises, or allow the storage or use of Hazardous Substances in the Leased Premises. Lessee will keep the Leased Premises in a clean and sanitary condition, and free of debris and pests. Lessee will, at Lessee's expense, provide any janitorial services required for the Leased Premises.

### **III. Term and Termination.**

(a) **Term.** This Lease is effective on the last date of the dates signed by the City and Lessee, and thereafter continues for a one-year term. This Lease automatically renews for successive one-year terms. On the effective date of this Lease, any other lease between the same parties terminates.

(b) **Termination.** The City or Lessee may terminate this Lease at any time by providing the other party 90 days written notice prior to the termination date.

(c) **Removal of Property.** Lessee shall remove all personal property from the Leased Premises on or before the 10th day after the date the Lease terminates. If Lessee fails to remove any personal property by the end of the 10th day after the date the Lease terminates, the City may elect to retain possession of the property or sell the property and keep the proceeds from the sale or have the property moved at Lessee's expense. On termination of the Lease, any fixed improvement installed by Lessee is the City's property. If Lessee causes any damage to the fixed improvements by the removal of personal property, Lessee will repair the damage at Lessee's expense. On termination, Lessee will leave the Leased Premises in a neat and clean condition, with all other improvements in place, ordinary wear and tear excepted.

### **IV. Rent, Heating and Air Conditioning, and Utilities.**

(a) **Rent.** Lessee will pay the City rental of \$1 per year for the use of the Leased Premises.

(b) **Heating and Air Conditioning.** The City will provide and maintain heating and air conditioning equipment for the Leased Premises.

(c) **Utilities.** Lessee will contract and pay for electric, water, waste water, solid waste, phone, cable, and telecommunication services and any other services for the Leased Premises not specifically required to be provided by the City under this Lease.

### **V. Improvement, Alterations, and Repairs.**

(a) **Roof and Exterior Repairs.** The City will keep the roof and exterior walls of the Leased Premises in good repair, excluding the replacement of glass.

(b) **Interior Repairs.** Lessee will, at Lessee's sole cost and expense, keep the Leased Premises in good condition and repair, ordinary wear and tear excepted. Any injury or damage to the Leased Premises or the appurtenances or fixtures of the Leased Premises, caused by or

resulting from the act, omission or neglect of Lessee or Lessee's employees, servants, agents, or invitees shall be repaired or replaced by Lessee, at Lessee's expense.

(c) **Alterations or Improvements.** Lessee has the right, at Lessee's own expense, to make any alterations or improvements to the Leased Premises, provided that the City first approves in writing the alterations or improvements. An alteration or improvement must be performed in a manner that no mechanic's, materialman's, or other liens attach to the Leased Premises. An alteration or improvement is a part of the Leased Premises and belongs to the City, without compensation to Lessee, at the expiration of this Lease or the termination of Lessee's right to possession of the Leased Premises. In making any alterations or improvements, Lessee will comply with all federal, state, and local laws, regulations, or ordinances, including the issuance of permits and the payment of fees.

(d) **Signs.** Lessee may not post any signs on the Leased Property without the approval of the City as landlord. A sign approved by the City as landlord must comply with the City's ordinance regulating signs.

**VI. Taxes.** Lessee will pay before delinquency, any tax, fee, or other assessment levied, imposed or assessed against the Leased Premises, Lessee's leasehold interest, equipment, furniture, fixtures, and personal property, during any term of this Lease.

#### **VII. Miscellaneous Provisions.**

(a) **Entire Agreement.** This Lease constitutes the entire understanding between the parties and supersedes all prior or independent agreements covering the subject matter of the lease of the Leased Premises. Any change or modification of this lease must be in writing and signed by both parties.

(b) **Subletting or Assignment.** Lessee may not rent or sublease the Leased Premises or assign this Lease before obtaining the City's written consent.

(c) **Severability.** If any provision of this Lease is declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions continue in effect as nearly as possible in accordance with the original intent of the parties.

(d) **Notice.** Any notice given by one party to the other in connection with this Lease must be in writing and must be sent by registered mail, return receipt requested, with postage and registration fees prepaid, as follows:

If to the City, addressed to: City of Sugar Land  
P.O. Box 110  
Sugar Land, TX 77487-0110  
Attn: City Manager

If to Lessee:

The Arc of Fort Bend County  
123 Brooks Street  
Sugar Land, TX 77478

Notices are deemed to have been received on the date shown on the receipt, if sent by certified mail, or on the date received, if delivered by hand or by private mail courier service or U. S. Postal Service flat rate service.

**CITY OF SUGAR LAND**

**THE ARC OF FORT BEND COUNTY**

\_\_\_\_\_  
Allen Bogard, City Manager

Date: \_\_\_\_\_

By: LHA Jigne  
~~Chairman, Board of Directors~~

Date: 07-12-2017

CEO, The Arc of  
Fort Bend  
County

ATTEST/SEAL:

\_\_\_\_\_  
Glenda Gundermann, City Secretary

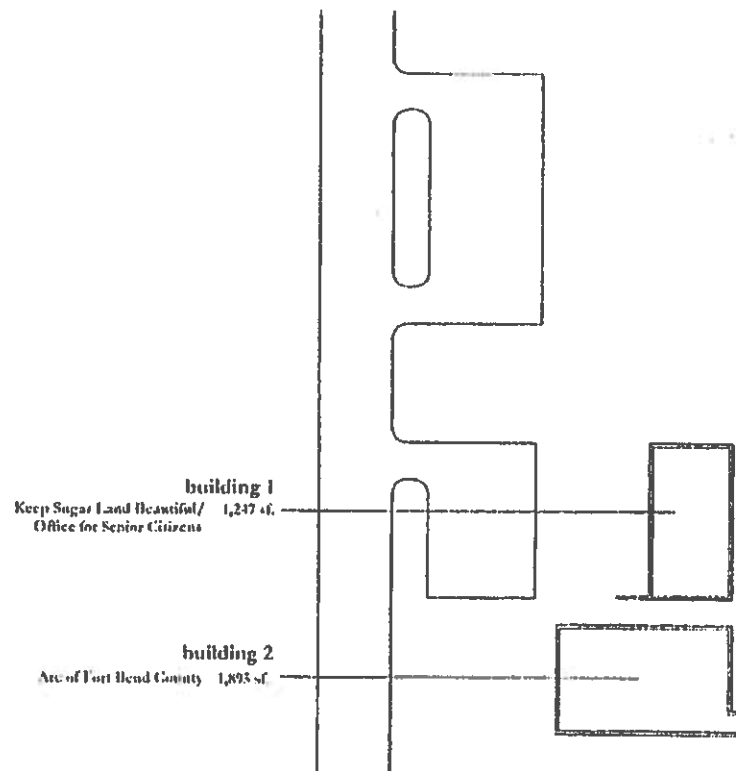
APPROVED AS TO FORM:

DAnn Shu Snick

Attachment: Exhibit A – Leased Premises Description

## EXHIBIT A

### Municipal Facilities Master Plan





123 Brooks Street • Sugar Land, Texas 77478  
(281) 494-5959 • Fax: (281) 494-5960 • [www.arcoffortbend.org](http://www.arcoffortbend.org)

**Board of Directors**

Stewart Jacobson  
Chairman

Jack Molho  
Vice Chairman

Becky Geary  
Secretary

Jenny Gortney  
Treasurer

**Members at Large**

Patrick Bullard  
Gaylon Butler  
Himesh Gandhi  
Avis Goldy  
Allan Harris, Sr.  
Charlie Huber  
Sharon Lee  
Larry Lobue  
Diana Rushing  
Laurel Wendt  
Monica Wright

Laura LaVigne  
Executive Director

**CORPORATE RESOLUTION of the BOARD OF DIRECTORS  
The Arc of Fort Bend County**

On the 14th day of December, 2015, a meeting of the Board of Directors of The Arc of Fort Bend County was held and stated the following:

The Board of Directors of The Arc of Fort Bend County authorizes Laura LaVigne, CEO/Executive Director, The Arc of Fort Bend County, on behalf of the organization to:

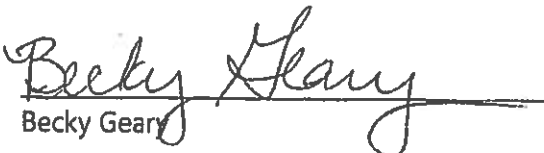
- Apply for federal funding
- Execute and file its application for federal funds
- Execute and file its certifications, assurances and agreements binding its compliance
- Execute grant agreements or cooperative agreements, or both, with local, county, state and federal agencies
- Comply with applicable federal laws and regulations, and
- Follow applicable federal guidance

Executed this 14th day of December, 2015

Chairman of the Board  
The Arc of Fort Bend County

  
Stewart Jacobson

Secretary of the Board  
The Arc of Fort Bend County

  
Becky Geary

*The Arc of Fort Bend County ensures opportunities for people with intellectual and developmental disabilities to maximize their quality of life within our community.*