

## OFFICE LEASE AGREEMENT

This Office Lease Agreement ("this Agreement"), dated for reference purposes only as of September 24, 2024, is made by the parties identified below as Landlord and Tenant, upon the following terms and conditions:

**1. Parties.**

**Landlord:** Kirk Chastain referred to in this Agreement as ("Landlord")

**Tenant:** Brown County, referred to in this Agreement as ("Tenant")

**2. Lease of Premises.** For and in consideration of the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord leases to Tenant the following described property ("the Premises"): 600 N. Fisk, Brownwood, TX 76801

**3. Term.** The term of this lease is for a period of time beginning on October 1, 2024, ("Commencement Date"), and ending on September 30, 2029, (the "Lease Period"), unless extended, renewed or terminated pursuant to the provisions of this Agreement.

**4. Rent and Other Payment Terms.**

**4.1 Base Rent.** For each year of the Agreement Term, Tenant will pay to Landlord an annual base rent of fourteen thousand four hundred dollars (\$14,400), payable in twelve (12) equal installments of one thousand two hundred dollars (\$1,200.00) per month.

**4.2 Initial Payment.** On or before the effective date of this Agreement, Tenant will pay the following amounts to Landlord:

Item	Amount
Security Deposit	\$0.00
Base Rent for Month	\$1,200.00
<b>Total Due on Execution</b>	<b>\$1,200.00</b>

**5. Payment of Rent, Expenses and Taxes.**

September 23, 2024  
Approved September 24, 2024  
(Exhibit #8)

**5.1 Rent.** Tenant agrees to pay to Landlord Base Rent and all other amounts accruing under this Agreement (all amounts due being referred to collectively as "Rent"), in advance, on the first day of every month for the duration of the lease, except when the first day of the month falls on a weekend or legal holiday, in which case Rent is due on the next business day.

**5.2 Electricity and Utilities.** Landlord agrees to pay all applicable costs of electricity and utilities.

**5.3 Payment.** All Rent and any other amounts due to Landlord under this Agreement must be paid in legal United States tender to Landlord at the following address, unless otherwise specified and agreed to by Landlord in writing:

Address: 600 N. Fisk, Brownwood, TX 76801

**5.4 Time of the Essence, Good Funds.** Time is of the essence for the payment of Rent, which means that Tenant must absolutely comply with rent due dates and those dates are strictly enforced by Landlord. Rent or other amounts paid to Landlord are not considered paid until actually received by Landlord. Tenant placing rent monies in the mail or with any form of courier or delivery service is not sufficient for Rent to be considered paid on time. In the event that any amounts due under this Agreement are not timely paid or if any check or draft given by Tenant as payment under this Agreement is not honored by the institution on which it is drawn, Landlord may require all amounts then due or subsequently due to be paid using certified funds.

**6. Tenant Examination and Acceptance of Premises.** Tenant acknowledges that Tenant has examined the Premises and freely executes and accepts this Agreement as conclusive evidence that the Premises are in good and satisfactory condition, order and repair. Tenant further expressly acknowledges and represents to Landlord that Tenant is accepting the Premises, in all material respects, in its present "AS IS" condition and that no representations as to the condition of, and no commitment to redecorate, repair or improve, the Premises have been made by Landlord, or any agent or representative of Landlord, except as otherwise specifically described below in the "Additional Provisions" section of this Agreement.

**7. Use:** The premises shall be used only for the purpose of the Brown County Attorney's Office, (the "Permitted Use"). Tenant and Tenant's agents, contractors, employees, licensees, and any of their invitees may not use the Premises for any unlawful purpose and must comply with all applicable federal, state and local laws, as well as applicable ordinances, rules and orders of any governmental or quasi-governmental authority. The Premises may not be used in any manner that is offensive to others, nor may they create a nuisance by annoying, disturbing,

inconveniencing, or interfering with the quiet enjoyment of Landlord, any other tenant, or occupant of the Property.

**8. Tenant's responsibilities:** Tenant will, at Tenant's own expense, keep the Premises clean and safe and in as good repair and condition as it was delivered by Landlord. Tenant, Tenant's agents, contractors, employees, licensees, and any of their invitees, will not deface or damage the Property in any manner, or commit or suffer to be committed any waste in or on the Premises.

**9. Automatic Renewal and Notice of Termination.** Absent any other written agreement between the parties to the contrary, the lease made under this Agreement automatically renews on a month-to-month basis unless either party terminates this Agreement at the expiration of the Lease Period or an extension then in effect, by giving the other party at least thirty (30) days' written notice of termination prior to the applicable termination date. In the absence of any written agreement to the contrary, the rent provisions will remain unchanged. If Tenant becomes a month-to-month tenant as described above, Tenant must give Landlord at least thirty (30) days' written notice of Tenant's intention to surrender the Premises.

The parties agree that Tenant may terminate this Agreement at any time during or after the expiration of the Lease Period pursuant to its right as a governmental entity in the State of Texas pursuant to all applicable law regarding cancellation of government contracts for lack of funding as set forth in the Texas Government Code.

The parties agree that Tenant may terminate this Agreement at any time during or after the expiration of the Lease Period if Tenant obtains other office space that better suits the needs of the County. In the event of termination under this clause, Tenant must give Landlord at least ninety (90) days' written notice of Tenant's intention to terminate this agreement.

Upon termination, Tenant must vacate and deliver possession of the Premises to Landlord on or before the expiration of the period of notice. The Premises will be considered vacated only after all areas including storage areas are clear of Tenant's personal property or belongings, and keys and other property furnished for Tenant's use are returned to Landlord. Time is of the essence for providing notice of termination and oral notification of termination is not sufficient under any circumstances.

**10. Services Provided.**

**10.1 Property Standard Services and Hours.** Landlord will maintain the common areas, landscaped areas, parking areas, and structural components of the Property in good condition and repair and substantially consistent with similar office buildings in the area. Landlord will have exclusive control over all common areas of the Property, including the parking areas, and may take whatever actions it deems to be commercially reasonable in exercising that control. Provided that Tenant is not in default under the terms of this Agreement, Landlord agrees to and will furnish Property-standard services, which include hot and cold water for lavatory and drinking purposes and heating, electricity, ventilation and air conditioning (HVAC) service required for the comfortable use and occupation of the Premises.

**10.2 Tenant Contracted Services.** Before signing this Agreement, Tenant should determine that all utilities desired by Tenant are available (after account activation by Tenant, if applicable) and adequate for Tenant's use of the Premises. Tenant will be responsible and pay for the following utilities to the Premises, including all required deposits, connection fees, service fees, usage fees and all other costs and fees (mark those that apply):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Electric            | <input type="checkbox"/> Gas                  | <input type="checkbox"/> Water                    |
| <input type="checkbox"/> Wastewater          | <input type="checkbox"/> Refuse Collection    | <input type="checkbox"/> Alarm Monitoring         |
| <input checked="" type="checkbox"/> Internet | <input checked="" type="checkbox"/> Telephone | <input type="checkbox"/> Satellite or Cable<br>TV |

Tenant is responsible for contacting and arranging for any utility service not provided by Landlord and for any utilities not listed above. Tenant is responsible for having same utilities disconnected on the day Tenant delivers possession of the Premises to Landlord upon expiration of the Lease Period or applicable extension or renewal.

**11. Alterations.** Unless authorized by law, Tenant will not, without Landlord' prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, perform or have performed on Tenant's behalf any addition, alteration, improvement, installation, or remodeling in or to the Premises. Hanging art customarily associated with standard offices does not require Landlord' prior consent.

**12. Entry by Landlord.** Landlord and Landlord' authorized agents may enter the Premises at any time without notice in case of abandonment of the Premises, under court order, or in the event of emergency. Landlord and Landlord's authorized agents and contractors may enter the Premises at reasonable times and, with reasonable notice, unless it is impractical to give

notice, to: inspect the Premises; address a safety or maintenance issue, make repairs or improvements, or provide any other service required to be provided to Tenant by Landlord under this Agreement; show the Premises to prospective buyers, tenants, or other legitimate invitees; remove any alterations, additions, fixtures, and any other objects which may be affixed to, erected in, or otherwise introduced into the Premises in violation of the terms of this Agreement; and for any other reason or function permitted by this Agreement or applicable law.

**13. Surrender of Premises.** At the termination of the lease or tenancy, Tenant will surrender the Premises, all fixtures, improvements, and equipment within the Premises, in good, clean, and operating condition, normal wear and tear excepted. Tenant agrees that "*normal wear and tear*" means deterioration that results from the intended use of the commercial premises, including breakage or malfunction due to age or deteriorated condition, but does not include deterioration that results from negligence, carelessness, accident, or abuse of the Premises by Tenant or by a guest or invitee of Tenant. Prior to surrendering the Premises to Landlord, Tenant expressly agrees and commits to: remove all personal property that was not present at the beginning of Tenant's possession, as well as all trash and refuse; clean the Premises including all bathroom fixtures, all appliances; mop or vacuum all floor coverings; deodorize as necessary; and otherwise restore the Premises as much as possible to the condition in which it was originally delivered to Tenant. Tenant will deliver all keys to the Premises to Landlord or Landlord' authorized agent within 24 hours of vacating the Premises.

**14. Abandoned Personal Property.** Tenant agrees that any personal property that is left when Tenant vacates and surrenders the Premises at the end of the tenancy may be retained, destroyed, or disposed of by Landlord, at Landlord' sole option, without liability to Tenant.

**15. Insurance.**

**15.1 Tenant's Liability Insurance.** At all times, Tenant will maintain its own comprehensive commercial general liability insurance policy.

**15.2 Notice of Injuries on Premises.** Tenant agrees to provide Landlord with written notice, within five (5) days of its occurrence, of any significant injury or damage to Tenant, Tenants' agents, contractors, employees, licensees, and any of their invitees, or any personal property, suffered in the Premises or in any common area. Failure to provide this notice constitutes a breach of this Agreement.

## **16. Transfer of Interest.**

**16.1 Transfer of Landlord' Interest.** Landlord is obligated to perform the obligations of Landlord under this Agreement only during the time that it owns the fee title to the Property or the leasehold estate under a ground lease of the Property. Any Landlord that transfers title or interest in the Property is relieved of all liabilities or the obligations under this Agreement on or after the date of transfer only when the subsequent title or interest owner assumes all liabilities or the obligations of Landlord under this Agreement. In that event, Tenant agrees to look solely to the transferee with respect to all matters in connection with this Agreement.

**16.2 Transfer of Tenant's Interest.** Tenant will not assign, encumber, mortgage, sell, sublet, or otherwise transfer any interest or rights in all or any part of the Premises, or under this Agreement, or permit any transfer of any lien upon Tenant's interest in the Premises or under this Agreement, or permit the occupancy or use by others of all or any part of the Premises, without Landlord's prior written consent.

## **17. Default.**

**17.1 Default by Landlord.** Except as otherwise provided in this section or by applicable law, Landlord is considered to be in default if there is: (i) a failure to deliver to Tenant the Critical Services specified above in the "Services Provided" section for more than ten (10) days after receiving written notice from Tenant; or (ii) material noncompliance by Landlord with the terms of this Agreement and that noncompliance continues for more than thirty (30) days after Landlord has received written notice about it from Tenant.

**17.2 Default by Tenant.** The occurrence of any one or more of the following matters constitutes a default ("Default") by Tenant under this Agreement:

- A. Failure by Tenant to pay, within five (5) days after the due date, any Rent or any other amounts due and payable by Tenant under this Agreement;
- B. Failure by Tenant, Tenant's agents, contractors, or employees to observe or perform any other covenant, agreement, condition or provision of this Agreement;  
and
- C. Tenant repeatedly defaults in the timely payment of Rent or any other charges required to be paid, or repeatedly defaults in keeping, observing or performing any other covenant, agreement, condition or provision of this Agreement, whether or not Tenant timely cures any particular late payment or other default. For the purposes of this subsection, the occurrence of similar defaults three (3) times during any twelve (12) month period constitutes a repeated default.

Any notice periods provided for under this section run concurrently with any statutory notice periods, and any notice given under this section may be given simultaneously with or incorporated into any statutory notice.

**18. Alternative Dispute Resolution and Mitigation.** The parties expressly agree to mitigate damages and mediate in good faith before filing suit for damages.

**19. Disclaimer of Warranties.** LANDLORD MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE CONDITION OF THE PREMISES. LANDLORD FURTHER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR TITLE.

**20. Relationship of the Parties.** Nothing contained in this Agreement creates any relationship between the parties other than that of Landlord and Tenant.

**21. Controlling Law.** This Agreement is governed by and to be construed in accordance with the laws of the State of Texas.

**22. Force Majeure.** If Landlord or Tenant cannot reasonably perform their obligations under this Agreement because of a natural disaster, war, terrorist activities, strike, lockout, labor trouble, civil commotion, an act of God, or any other event beyond Landlord' or Tenant's control (except for non-availability of funds), the party will not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party must give written notice to the other party as soon as commercially practicable in the event of non-performance due to a force majeure event.

**23. Cumulative Rights and Remedies.** The rights and remedies provided by this Agreement are cumulative and are not exclusive of other rights, remedies or benefits allowed by applicable law.

**24. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or unenforceable, that provision will be severed and all remaining provisions will be given full force and effect.

**25. Waiver.** A waiver of any particular default under this Agreement will not be deemed a waiver of this Agreement or of any subsequent default, whether or not similar in nature. A party's acquiescence to a default does not operate as a waiver of that default, regardless of whether the acquiescence continues for an extended period of time.

**26. Venue.** Any proceeding or action to enforce this Agreement may only be brought in the county in which the Property is located.


**27. Headings.** Any descriptive heading is provided for convenience only and is not intended to limit the scope of the particular section to which it refers.

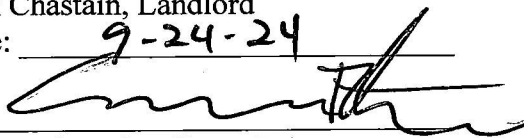
**28. Entire Agreement.** This Agreement, including any written attachments or specifically referenced addenda, all of which are incorporated here by reference for all purposes, constitutes the final and entire agreement between Landlord and Tenant with regard to the lease of the Premises. No promises or representations, other than those contained in this Agreement and those implied by law, have been made by Landlord or Tenant. Neither Landlord nor Tenant will be bound by any terms, conditions, inducements, statements, warranties or representations, oral or written, not contained in this Agreement unless made through a subsequent, written amendment signed by both Landlord and Tenant.

**29. Notices.** Any notice which a party may or is required to give to the other party, must be in writing, and will be deemed to be delivered, whether or not actually received, when sent in the United States mail, postage paid, by certified mail, return receipt requested, to that party at the following addresses:

Landlord: Kirk Chastain, 600 N. Fisk, Brownwood, TX 76801

Tenant: Honorable Judge Shane Britton, 200 S. Broadway, Brownwood, TX 76801

  
Kirk Chastain, Landlord  
Date: 9-24-24

  
Honorable Judge Shane Britton  
Brown County  
Date: 9/24/24