

## LEASE AGREEMENT

This Lease Agreement is made the 1st day of January, 2024, by and between the City of Brownwood, acting by and through its duly authorized officer, the Honorable Stephen Haynes, Mayor, and Brown County, acting by and through its duly authorized officer, the Honorable Shane Britton, County Judge, hereinafter called "Lessor" and the Pecan Valley Regional Domestic Violence Shelter, Inc., d/b/a The Ark, acting by its duly authorized officer, \_\_\_\_\_, President of the board, herein after called "Lessee";

**WHEREAS**, the Lessor owns the following real property: (i) a block of land in Brownwood, Brown County, Texas, having a street address of 100 Melwood, Brownwood, Texas know locally as "The Old Health Center Building" and; being more fully described as 100 x 68 Rankin Addition, Block 1, City of Brownwood, Brown County, Texas; and (ii) Outlot 342, having a street address of 109 Melwood, being more fully described as 80 feet x 95 feet, City of Brownwood, Brown County, Texas (both lots shall collectively referred to as the "Premises").

**WHEREAS**, Lessee desires to lease the Premises for use as a shelter for battered women and families.

**WITNESSETH** that Lessor does by these presents lease unto Lessee the Premises on the following terms and covenants:

1. The term of the Lease shall be for ten (10) years beginning on the 1st day of January, 2024, and ending on the 31st day of December, 2033. Lessee may, if it is not in default either on the date required for the notice or on the date such extension commences, extend the lease term for an additional period of ten (10) years. But if, at the date the original term expires, Lessee is in default beyond any grace period provided in this lease in performing any of the terms of this lease, the remaining option or options are void. All of the terms and covenants of this lease apply to all extended lease terms. Lessee may exercise an option to extend this lease by giving Lessor notice of its intention to do so not later than six (6) months before the then current lease term expires. Notice of an intention to exercise an option under this lease must, to be effective, be sent by mail or fax to Lessor at the address provided herein and must be postmarked no later than the latest date provided in this section for Lessee's exercising the option.
2. As consideration for this Lease and the use of the Premises, Lessee shall do the following:
  - (a) Pay Lessor the sum of ten and 00/100 dollars (\$10.00) annually, such payment being due at the beginning of the Lease and each anniversary date of the Lease thereafter; and
  - (b) Repair and maintain the Premises, as is required to keep the Property in good order and condition.
3. Lessee accepts the Premises in its present condition "as is". Lessee understands and agrees that Lessor shall not be responsible for making any repairs to the Premises to make it habitable or suitable for use by Lessee.

December 23, 2024  
(Exhibit #10)

4. Lessee shall use such Premises for the safety and security of families who have fallen victims to domestic violence. The building will support ten (10) to fifteen (15) staff, plus to house a maximum of thirty (30) women and children. The size of the facility will also make it possible to house male victims of domestic violence. Lessee shall not use the Premises for any other unrelated purpose.
5. It is expressly agreed and understood that this Lease is contingent upon Lessee continuing to make necessary repairs to the Premises to maintain the Premises in accordance with all City, state and federal codes, laws and regulations.
6. Lessee will obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
7. Lessee will pay all utility charges for water, electricity, heat, gas, and telephone service used in and about the Premises during the Lease term. Lessee will pay the charges directly to the utility company or municipality furnishing the service before the charges are delinquent. Lessee will pay for all garbage removal from the Premises during the lease term. Lessor shall waive any deposits for City provided utility services.
8. Lessee will not sublet the Premises or any part thereof to any person or persons whomsoever, without the consent of Lessor in writing thereto first obtained.
9. Lessee shall landscape, beautify and maintain the tract of land upon which the building is situated and which is not covered by the improvements placed thereon. Lessee shall not make any alterations, additions or improvements to the Premises without Lessor's prior written consent which shall not be unreasonably withheld. It is understood and agreed that a security fence can be built to surround the Premises. All alterations, additions or improvements made by Lessee shall become the property of Lessor at the termination of this Lease Agreement; however, Lessee shall promptly remove, if Lessor so elects, all alterations, additions and improvements, and any other property placed in the Premises by Lessee, and Lessee shall repair any damage caused by such removal.
10. Lessee shall allow Lessor to enter the Premises to perform Lessor's obligations, if any, inspect the Premises, and confirm that the terms of the Lease are being carried out.
11. Lessee, at its own expense, shall maintain public liability insurance for the Premises naming Lessor as an additional insured in the amount of one million dollars and 00/100 (\$1,000,000.00) and indemnify, defend, and hold Lessor harmless from any loss, attorneys' fees, expenses or claims arising out of the use of the Premises. On any insurance policy, Lessee and Lessor shall be named as the insured parties, as their interest may appear, and Lessor shall be provided with a copy of the insurance policy and all endorsements and amendments thereto, which insurance shall be renewable annually. Lessor shall have no responsibility to maintain insurance for any personal property or contents located within the Premises. Lessor will insure the building itself, but no contents.

12. Lessor, at its own expense, shall procure and maintain fire and casualty insurance upon the real estate and improvements throughout the lease term. Such insurance shall at all times be maintained in an amount equal to one-hundred percent (100%) of the fair market value of the property to be insured per year and will provide that any proceeds for loss or damage to buildings or to improvements are payable solely to Lessor, who shall use the proceeds of such insurance to repair the Premises in the event of a partial loss or damage to the Premises. If the insurance proceeds are inadequate to repair the damages to the Premises or the Premises are totally destroyed, Lessor may terminate this Lease upon sixty (60) days written notice to Lessee. Lessee, at its own expense, shall be solely responsible for fire and casualty insurance upon any personal property and/or contents located at the Premises.

13. Lessee agrees to indemnify and hold Lessor harmless against any claims, demands, damages, costs and expenses, including reasonable attorneys' fees for defending claims and demands arising from the conduct of Lessee's "Shelter" operations on the Premises, or any of Lessee's uses of the Premises, or from any breach on Lessee's part of any condition of covenant of this Lease, or from any act or negligence by Lessee or Lessee's officers, agents, contractors, employees, subtenants, or invitees in or about the Premises. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor will defend the action or proceeding by counsel acceptable to Lessor, at Lessee's sole cost and expense.

14. Lessee shall vacate the Premises and return all keys to the Premises upon termination of the Lease.

15. If the Lessee fails to comply with any term or covenant of this Lease, and does not cure that failure within sixty (60) days after written notice of the failure to the Lessee from the Lessor, the Lessee shall be in default under the terms of this Lease.

In the event of any default by Lessee, Lessor may terminate this Lease in which event Lessee must immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may without prejudice to any other remedy that it may have for possession (or monetary damages) enter on and take possession and expel or remove the Lessee and any other person occupying the Premises or any part of the Premises by any lawful means, without being liable for prosecution or any claim of damages for the entrance and expulsion or removal. Lessee will, on demand, pay Lessor the amount of any loss or damage that Lessor suffers by reason of the termination.

16. All notices required under this lease may be sent to the following address:

To Lessor: City of Brownwood  
Attn. Emily Crawford, City Manager  
P. O. Box 1389  
Brownwood, Texas 76804-1389

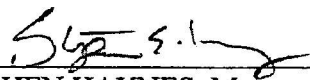
To Lessee: The Ark  
P.O. Box 1202  
Brownwood, Texas 76804-1202

18. This Lease constitutes the parties' sole agreement and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter. No amendment, modification or alteration of the terms of this Lease will be binding unless the same be in writing dated subsequent to the date of this agreement and executed by all parties hereto.

In testimony whereof all the parties to this agreement have hereunto set their hands on the date and year first above written.

LESSOR:

CITY OF BROWNWOOD, TEXAS

By:   
STEPHEN HAYNES, Mayor

BROWN COUNTY, TEXAS

By:   
SHANE BRITTON, County Judge

LESSEE:

PECAN VALLEY REGIONAL DOMESTIC  
VIOLENCE SHELTER, INC., d/b/a THE ARK

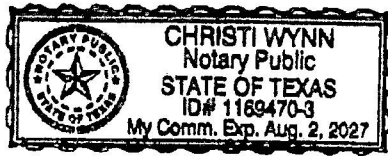
By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS \*

COUNTY OF BROWN \*

Before me, the undersigned authority, a Notary Public in and for Brown County, Texas, on this day personally appeared Stephen Haynes, Mayor of the City of Brownwood, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein indicated.

Given under my hand and seal of office this 12<sup>th</sup> day of December, 2023.



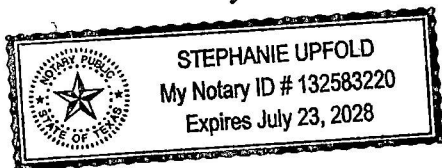
Christi Wynn  
Notary Public, State of Texas

STATE OF TEXAS \*

COUNTY OF BROWN \*

Before me, the undersigned authority, a Notary Public in and for Brown County, Texas, on this day personally appeared Shane Britton, Brown County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein indicated.

Given under my hand and seal of office this 23<sup>rd</sup> day of December, 2023.



Stephanie Upfold  
Notary Public, State of Texas

STATE OF TEXAS \*

COUNTY OF BROWN \*

Before me, the undersigned authority, a Notary Public in and for Brown County, Texas, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of Pecan Valley Regional Domestic Violence Shelter, Inc. d/b/a The Ark, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed in the capacity therein indicated.

Given under my hand and seal of office this \_\_\_\_\_ day of December, 2023.

\_\_\_\_\_  
Notary Public, State of Texas