

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR GROUND LEASE – EMERGENCY MEDICAL SERVICES STATION
FORT BEND COUNTY AND THE CITY OF ORCHARD, TEXAS

THIS INTERLOCAL LEASE AGREEMENT ("Lease Agreement") made and entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, acting by and through the Commissioners Court of Fort Bend County (hereinafter "Lessee"), and the City of Orchard, Texas, acting by and through its governing body, the City Council (hereinafter "Lessor").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, §272.005 of the Texas Local Government Code authorizes a political subdivision to lease property to another political subdivision to promote a public purpose without the necessity of complying with any competitive purchasing procedures; and

WHEREAS, this Lease Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, and Chapter 272 of the Texas Local Government Code for the performance of governmental functions and services; specifically, public health and welfare; and the lease of city-owned property without following requirements competitive bidding procedures.

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, those an approximate 75' x 160' parcel of land in the City of Orchard, Texas, as indicated on the aerial map attached hereto as Exhibit A and incorporated herein for all purposes (hereinafter "Leased Premises").

ARTICLE I
Term of Lease

This Lease Agreement shall commence on upon execution by the last party hereto, and remain in effect for fifty (50) years, unless terminated earlier upon mutual written agreement by the parties or as otherwise provided in this Lease Agreement. Lessee shall have an option to renew this Lease Agreement for one (1) additional term of twenty-five (25) years upon written notice to Lessor within three (3) months prior to the end of the term.

ARTICLE II

Rent

Lessee agrees and promises to pay to Lessor the sum of \$1.00 for the term of the Lease. If the Lease Agreement is renewed, the rental amount will be determined upon mutual agreement of Lessor and Lessee.

ARTICLE III Taxes and Assessments

As a governmental entity, Lessee is typically exempt from paying taxes, assessments for local improvements, use and occupancy taxes, water, storm and sanitary sewer rates and charges, licenses and permit fees, tap fees and other governmental levies and charges. It is Lessee's responsibility to take the necessary steps to protect Lessee's exempt status. Should Lessee fail to do so, Lessee shall pay such which may be assessed, levied, confirmed, imposed or become a lien upon the Leased Premises (or any portion thereof), or become payable or accrue during the Term.

ARTICLE IV Use

Lessee shall be allowed to construct, operate and maintain a permanent Emergency Medical Services station, along with other related governmental uses.

ARTICLE V Maintenance

Mowing and maintenance of the Leased Premises and any improvements construction thereupon shall be the responsibility of the Lessee.

ARTICLE VI Limitation of Liability

The liability for acts or omissions of the agents and employees of either party or for injuries caused by conditions of tangible property is provided for solely by the provisions of the Texas Civil Practice and Remedies Code, Chapters 75, 101 and 102, and that Workers' Compensation Insurance coverage for state and county employees is provided as mandated by the provisions of Texas Labor Code, Chapter 504.

ARTICLE VII Lessee's Property and Certain Notices

Lessor shall not be liable for any damage to or loss of personal property placed in, on or about the Leased Premises by Lessee or others, resulting from fire, theft, explosion, flood, windstorm, hurricane, or other casualty caused by acts of God or by the acts or omissions of other occupants of other space in the building.

ARTICLE VIII

Assignment

This Lease Agreement shall be binding on the heirs, successors and assigns of the parties hereto. Lessee shall not assign, sublet or transfer its interest or obligations in and under this lease without the prior, written consent of Lessor. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Lessee or Lessor.

ARTICLE IX Default

In the event of any default by the Lessee in any of the terms, conditions, covenants, or agreements herein contained, Lessor may enforce the performance of this Lease Agreement in any manner provided by law including forfeiting and terminating at Lessor's discretion if such default continues for a period of twenty (20) days after Lessor notifies Lessee in writing of such default and its intention to declare this Lease Agreement terminated. Unless Lessee shall have completely removed and cured such default as aforesaid, this Lease Agreement shall terminate and come to an end as if that were the day originally fixed herein for the expiration of the term.

ARTICLE X Miscellaneous

10.01 All notices provided to be given under this Lease Agreement shall be given by certified mail or registered mail, addressed to the proper party or delivered in person at the following addresses:

Lessor: City of Orchard, Texas
Attention: Mayor
9714 Kibler Street; P.O. Box 59
Orchard, Texas 77464

Lessee: Fort Bend County
Attention: County Judge
401 Jackson Street
Richmond, Texas 77469

Copy to: Fort Bend County Facilities Management & Planning
Attention: Director
301 Jackson Street
Richmond, Texas 77469

10.02 This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

10.03 This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

10.04 In case any one or more of the provisions contained in this Lease Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.05 This Lease Agreement constitutes the sole and only lease of the parties hereto and supersedes any prior understandings or written or oral leases between the parties respecting the within subject matter.

10.06 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

10.07 The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

10.08 No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

10.09 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

10.10 Time is of the essence of this Lease Agreement.

10.11 Lessee's leasehold estate, created hereby and all of Lessee's rights, titles and interests, hereunder are subject and subordinate to any mortgage presently existing.

IN WITNESS WHEREOF, this Lease Agreement has been executed in duplicate originals as follows:

LESSOR
CITY OF ORCHARD, TEXAS

By: Rod Pavlock
Authorized Representative – Signature

ROD PAVLOCK, MAYOR
Authorized Representative – Name, Title

December 12, 2016
Date

ATTEST:

Merry Sue Wajdik
City Secretary

**LESSEE
FORT BEND COUNTY**

By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:

Laura Richard, County Clerk

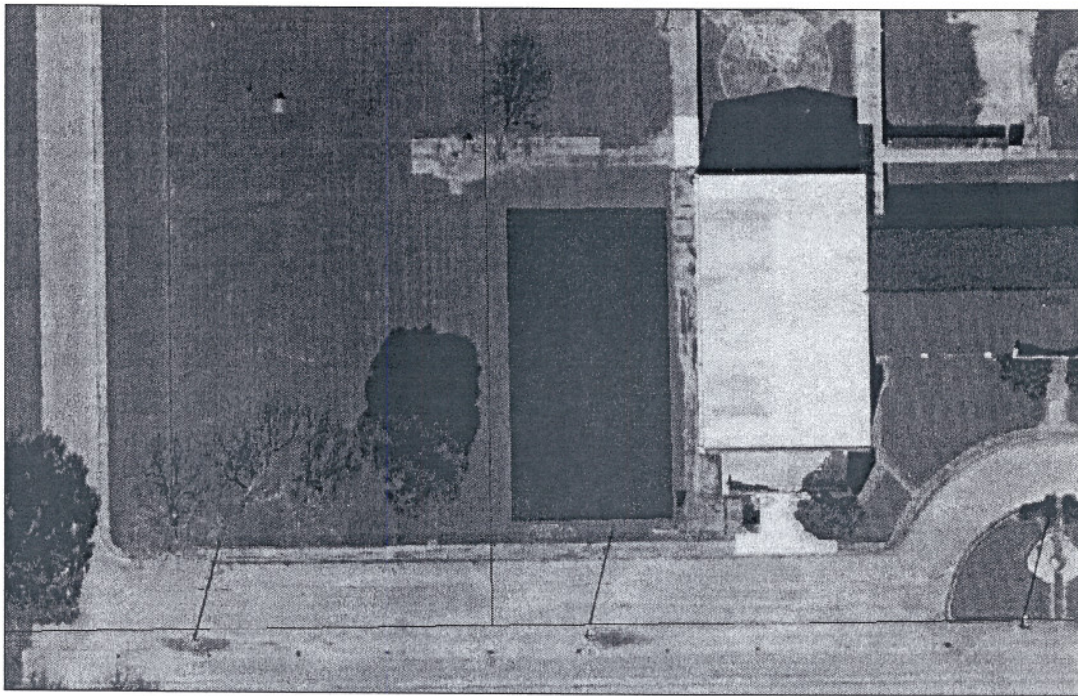
APPROVED:



James Knight, Director

EXHIBIT A

Fort Bend County



December 8, 2016

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0 0.005 0.01 0.02 km
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