

**Standard Amendment**


This amendment ("Amendment") is entered into between the University of Houston System on behalf of its Department/College/Division/School of Sugar Land / Academic Affairs ("University") and Fort Bend County ("Contractor"). University and Contractor may be referred to singularly as a "Party" and collectively as the "Parties." This Amendment incorporates by reference and amends the Agreement entitled "Lease for the Fort Bend Park & Ride" executed on June 27, 2000 (the "Agreement").

**THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:**

The initial term set forth in Section A of the Agreement shall be extended for a period of time, not exceeding three months, while the Parties negotiate a new Park & Ride agreement. The Agreement will expire March 31, 2021 unless terminated sooner by either Party in writing.

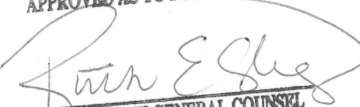
This Amendment is effective as of January 1, 2021.

To the extent the terms, provisions, covenants, or conditions in this Amendment are inconsistent with those in the Agreement, the terms, provisions, covenants, or conditions in this Amendment shall control and be binding on the Parties upon full execution of this Amendment by the Parties authorized representatives. All other terms, provisions, covenants, and conditions in the Agreement shall remain in full force and effect and shall not be superseded by this Amendment. This Amendment, together with the Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof.

<b>University of Houston System</b>
Signature: <u></u>
Printed Name: <u>Raymond Bartlett</u>
Title: <u>Senior Vice President / Vice Chancellor</u>
Date: <u>1/4/2021</u>

<b>Fort Bend County</b>
Signature: _____
Printed Name: <u>K.P. George</u>
Title: <u>Fort Bend County Judge</u>
Date: _____

**Note: Modification of this Form requires approval of OGC**

APPROVED AS TO FORM BY:  
  
 OFFICE OF THE GENERAL COUNSEL  
 UNIVERSITY OF HOUSTON SYSTEMS

**June 27, 2000**

**Item #21 Continued – Commissioner Pct 2**

- B. Consider authorizing the expenditure of funds from Capital Outlay Fund 042 for projects for Fifth Street Improvements, for the installation of water/sewer lines on Joann Street, not to exceed \$50,000.00.**

Presentation given by Commissioner Prestage.

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (5-0), it is ordered that Fort Bend County acquire all required easements and authorize the expenditure of funds from Capital Outlay Fund 042 for the installation of water and sewer lines to serve dwellings at 2700 Joann Street and authorize the County Judge to approve all expenditures, not to exceed \$50,000 00

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- 22. COMMISSIONER PCT. 4: Consider approving Lease Agreement between Fort Bend County and the University of Houston System for a 20 year lease of 3 tracts of land owned by University of Houston for the construction of a park and ride facility.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Lease Agreement between Fort Bend County and the University of Houston System for a 20 year lease of 3 tracts of land owned by University of Houston for the construction of a park and ride facility

Judge Adolphus	yes	Commissioner Meyers	yes
Commissioner O'Shieles	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

**FORT BEND COUNTY**  
**COMMISSIONERS COURT AGENDA REQUEST FORM** **AGENDA ITEM**  
 RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED. 6/20/00      SUBMITTED BY: County Attorney for      AGENDA  
 DEPARTMENT:      ITEM  
 COURT AGENDA DATE      6/20/00      PHONE NO : 4556      # 22

**SUMMARY OF ITEM.**  
**Discuss and consider approval of Lease Agreement between Fort Bend County and the University of Houston System.**

RENEWAL CONTRACT/AGREEMENT      Yes ( )      No ( X )  
 LIST SUPPORTING DOCUMENTS ATTACHED:

**RECEIVED**  
 JUN 21 2000  
 FORT BEND COUNTY JUDGE

**FINANCIAL SUMMARY:**

BUDGETED ITEM.	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( )    No ( )    N/A ( )	One Time    ( )	
Funding Source:	Recurring    ( )	
fund _____ agcy _____ Object _____	N/A    ( )	

**Original Form Submitted with back up to County Judge's Office: Yes ( )**

**CC with back up:**

yes ( ) Auditor	(281-341-3774)	yes ( ) Comm. Pct. 1	(281-342-0587)
yes ( ) Budget Officer	(281-344-3954)	yes ( ) Comm. Pct. 2	(281-403-8009)
yes ( ) County Attorney	(281-341-4557)	yes ( ) Comm. Pct. 3	(281-242-9060)
yes ( ) Purchasing Agent	(281-341-8642)	yes ( ) Comm. Pct. 4	(281-980-9077)
yes ( ) County Clerk	(281-341-8697)	yes ( )	

- Instructions for submitting an Agenda Request:**
1. Completely fill out agenda form, incomplete forms will not be processed
  2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2 00 p.m. to the departments listed above.
  3. All original back-up must be received in the County Judges Office by 2.00 p.m. on Wednesday

**RECOMMENDATION / ACTION REQUESTED:**

FBC to enter into 20 year lease for 3 tracts of land owned by University of Houston for construction of a park and ride facility

7-3-00 Original Lease Agreement sent to  
 OPP for recording & then sent to  
 Laura Co. Attorney



**UNIVERSITY OF HOUSTON SYSTEM  
UNIVERSITY OF HOUSTON**

**DENNIS P. DUFFY**  
General Counsel

June 19, 2000

Laura Johnson  
Administrative Assistant  
County Attorney  
Fort Bend County  
301 Jackson, Suite 621  
Richmond, Texas 77469-3108

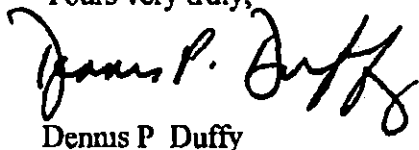
Re Lease Agreement—University of Houston System and Fort Bend County

Dear Ms Johnson

Enclosed please find the original Lease Agreement between the University of Houston System and Fort Bend County, executed by Arthur K. Smith, Chancellor of the System. Please forward a fully executed original after the Lease is approved by the Commissioners Court and recorded.

Please call me if you have any questions concerning the enclosed.

Yours very truly,

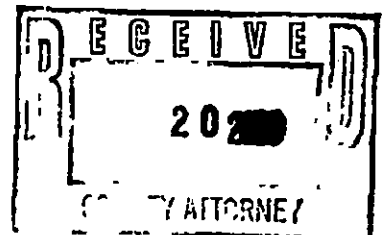


Dennis P Duffy

Enclosure

Cc (w/o encl ) Dr Arthur K Smith

Randy J Harris  
Edward Hugetz



THE STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE LEASE  
AGREEMENT BY AND BETWEEN FORT BEND COUNTY  
AND THE UNIVERSITY OF HOUSTON SYSTEM**

On this the 27<sup>th</sup> day of JUNE, 2000, the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner PATTERSON, seconded by Commissioner Hestage, duly put and carried,

IT IS ORDERED that County Judge James C Adolphus be, and he is hereby, authorized to execute, for and on behalf of Fort Bend County, a Lease Agreement by and between Fort Bend County and the University of Houston System, covering premises located at the University of Houston System at Sugar Land, Fort Bend County campus, in Fort Bend County, Texas, for a term of twenty (20) years, commencing on the 27<sup>th</sup> day of JUNE, 2000 and ending on the 31st day of December, 2020, with options to extend as therein provided, upon the terms and conditions provided for in the Lease Agreement, said Agreement being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

DSH June 20, 2000 3591

ccm 6-27-00 #22  
Return to Alicia



together with rights of ingress and egress to said property, hereinafter called "premises" or the "leased premises "

## II

- A As rental for the use of said premises. Tenant will pay Landlord the sum of one dollar (\$1 00) per year
- 1 Tenant shall pay said one dollar (\$1 00) rental fee within sixty (60) days of receiving written notice from Landlord that said one dollar (\$1 00) rental fee is due and payable
- B Tenant has no funds available with which to pay its obligations hereunder except funds allocated by the Texas Department of Transportation which may be received from the State of Texas for the support of Fort Bend County projects, and Tenant is not liable under any circumstances or interpretation hereof for any rental moneys, unless and until such moneys are received from the State of Texas
- 1 In the event such funds are not received by Tenant, and Tenant fails to meet any obligation hereunder, Landlord may terminate this Lease by giving fifteen (15) days written notice to Tenant
  - 2 Tenant may terminate this lease on any anniversary of the commencement of the term of this lease, by giving notice to that effect to Landlord at least thirty (30) days prior to such anniversary
- C This Lease Agreement is subject to approval by the Texas Department of Transportation and its agreement to fund County's proposed park and ride facility on the leased premises in its entirety

## III

- A Landlord will pay any and all utility bills incurred by Tenant in its use of the premises, including, without limitation, water, gas and electricity

## IV

- A The premises are to be used by Tenant to construct a park and ride facility and other lawful purposes

## V

- A Landlord will provide the following services on the leased premises
- 1 Provide and perform any and all maintenance and/or repairs on the leased premises, and any and all improvements Tenant may make thereon
    - a Landlord and Tenant agree that they will share the expenses for the maintenance and repair of the leased premises, and any and all improvements Tenant may make thereon, in a pro rated manner determined by each party's usage, as the parties may mutually agree
  - 2 Provide adequate security to protect the safety and welfare of the patrons of the park and ride facility as well as said patron's personal property

## VI

- A During the term of this Lease Agreement, Landlord will, at Landlord's sole expense
- 1 Keep and maintain in good repair the driveways, walkways and entrances on the premises and also keep the same neat and clean.

- 2 Keep and maintain in good repair and condition the lighting fixtures in the premises, including, but not limited to, furnishing and installing light producing elements,
- 3 Use its best efforts to keep all persons using any part of the University Campus from interfering with Tenant's use and enjoyment of the premises and the exercise of its rights hereunder.
- 4 Comply with all requirements of the Americans With Disabilities Act, the Texas Architectural Barriers Act, and all other valid laws, ordinances, regulations and other requirements, now or hereafter in force, of all federal, state and local governmental bodies and agencies which are applicable to the premises and common areas of the premises,
  - a Landlord is wholly responsible for all alterations which need to be made to the Premises and common areas to accommodate Tenant's employees and invitees.
  - b. To the extent provided by law, Landlord will indemnify and hold Tenant harmless from any and all expenses, liabilities, costs and damages suffered by Tenant as a result of Landlord's failure to fulfill its aforesaid responsibilities regarding making such alterations referenced in this Article VI.
  - c No provision in this Lease will be construed in any manner as permitting, consenting to or authorizing Tenant to violate requirements under either such Act, and any provision to the Lease which could arguably be construed as authorizing a violation of either Act will be interpreted in a manner which permits compliance with such Act and is hereby amended to permit such compliance,
  - d If any alteration or installation of improvements, fixtures or facilities is determined by Landlord to be economically unsatisfactory, then Landlord may terminate this Lease by giving Tenant at least 180 days prior written notice of termination
- 5 Provide any and all maintenance, landscaping and/or janitorial services for the premises, and
- 6 Provide sufficient parking spaces for Tenants use

## VII

- A Landlord will pay, before they become delinquent, any and all taxes and assessments which may be payable for, on or in regard to, the premises and any improvements made thereto

## VIII

- A In the event a dispute arises as to Landlord's right to lease any portion of the premises, or Landlord's right to receive the rentals herein provided, the Tenant may withhold the rent herein provided, but such rent will continue to accrue and will be payable by Tenant to the party or parties entitled thereto, after said dispute is settled either by court action or settlement
- B TO THE EXTENT PERMITTED BY LAW, LANDLORD WILL INDEMNIFY AND HOLD TENANT HARMLESS AS TO ANY DAMAGES, EXPENSES OR CLAIMS THAT TENANT MAY SUFFER DUE TO FAILURE OF LANDLORD'S RIGHT TO LEASE THE PREMISES

## IX

A Should the premises be destroyed or damaged, or the right of ingress and egress be impaired, so that the premises are thereby rendered unfit for use by Tenant, or should any governmental body, agency, department, or official determine the leased premises to be a fire hazard, or for any other reason whatsoever to be unsuitable for the use or uses for which the Tenant contemplates using same, then and in any such event the rent hereinbefore reserved will not be due nor paid by the Tenant during the period of destruction or damaged condition, impairment, or unsuitability, and this lease may be terminated at the option of Tenant

1 Regardless of whether Tenant exercises its option to terminate the lease in such event, the rent for any month during which the premises are unfit or unsuitable for use by Tenant for a portion thereof is equal to the number of days the same was fit for use by Tenant times an amount equal to one-thirtieth (1/30th) of the monthly rental rate, and if the rent for any such month has been paid in advance, then Tenant is entitled to a refund from Landlord of the excess amount paid

a However, Tenant is obligated to pay rent for each day the Tenant actually uses the premises

(i) The phrase "actually uses", as used in this subsection, means the use of the premises for the purpose the Tenant contemplates or intends to use same, and does not include any limited use or uses such as (but not limited to) inspecting the premises, or leaving furniture and other property therein while waiting for repairs of such damage or other action to correct or otherwise remedy such damaged condition, impairment or unsuitability

## X

A All fixtures and all personal property created and/or placed in and on said premises by Tenant may be removed by Tenant at the termination of this lease, or any extension thereof, even though the same may be attached to the premises

## XI

A In the event Tenant holds over and remains in possession of the premises herein leased, after the expiration of this agreement, without any written renewal or extension thereof, such holding over is not deemed to operate as a renewal or extension of this agreement, but only creates a tenancy from day to day at a daily rental rate at an amount equal to one thirtieth of the monthly rental (hereinabove provided for the month immediately preceding such hold over) which day to day tenancy may be terminated at any time by either Tenant or Landlord

## XII

A If Landlord refuses or fails to perform any one or more of its undertakings or obligations under this lease agreement, Tenant has the right, but not the obligation, to perform, or cause to be performed, any one or more of said undertakings or obligations of the Landlord, and may deduct all costs and expenses thereof from the rental to be paid hereunder, or this agreement may be terminated by Tenant, in Tenant's sole discretion, by giving at least fifteen (15) days prior written notice to Landlord

B The performance by Tenant of any one or more of the undertakings or obligations of the Landlord hereunder will not be construed or held to be a waiver by the Tenant of any succeeding refusal or failure to perform such undertaking or obligation of the Landlord

- C Tenant's exercise of any of the rights or options under this Article will not in any way prejudice Tenant's right to recover damages which Tenant has sustained as a result of Landlord's refusal or failure to perform, and the rights and options under this Article are cumulative with, and not in lieu of, other remedies provided by law
- D If Landlord refuses or fails to perform any one or more of its undertakings or obligations which are to be performed during the term of this lease, then and in that event, Tenant may make a written demand that Landlord perform same
- 1 Such written demand may be sent to Landlord by registered or certified United States mail, postage prepaid, return receipt requested, addressed to Randy J Harris, Vice Chancellor for Administration and Finance, University of Houston System, 4800 Calhoun, Houston, Texas, 77004, and such demand will be deemed made, given and delivered five (5) days after Tenant's deposit in a receptacle regularly maintained by the United States Postal Service
  - 2 Landlord has five (5) days from the date of notice to cure any default with regard to paving, providing of utilities, electrical systems, plumbing, and ten (10) days from date of notice to commence to cure any other defaults provided that Landlord proceeds diligently to cure any other defaults within thirty (30) days from the date of notice from Tenant
  - 3 If Landlord fails or refuses to perform its obligation or obligations set out or mentioned in said demand Tenant has the right to terminate this lease upon ten (10) days' written notice as provided above and such right is considered exercised and completed five (5) days after Tenant's deposit of the notice in a receptacle regularly maintained by the United States Postal Service
  - 4 If Landlord refuses or fails after receiving the above notice, to perform any one or more of its undertakings or obligations under this lease agreement, Tenant has the right, but not the obligation, to perform, or cause to be performed, any one or more of said undertakings or obligations of the Landlord, and to deduct all costs and expenses thereof from the rental to be paid hereunder
  - 5 The performance by Tenant of any one or more of the undertakings or obligations of the Landlord hereunder is not construed or held to be a waiver by the Tenant of any succeeding refusal or failure to perform such undertaking or obligation of the Landlord
  - 6 Tenant's exercise of any of the rights or options under this Article does not prejudice Tenant's right to recover damages which Tenant has sustained as a result of Landlord's refusal or failure to perform, and the rights and options under this Article are cumulative with, and not in lieu of, other remedies provided by law
- E Tenant will use reasonable judgment in determining whether Landlord has performed its obligations under this lease agreement

### XIII

- A Landlord represents and warrants that it has the right and power to lease the said premises for the term hereof and the periods covered by the options hereunder

### XIV

- A If the parties mutually agree, this Lease Agreement may be extended for a second term, from January 1 2011 through December 31, 2040 under the same terms and conditions as provided for in this Lease Agreement

### XV

- A. Landlord will, at its sole expense, maintain an owner's, landlord's and tenant's liability insurance policy covering the premises with coverage in the amount of not less than \$100,000 for injuries to or death of any one person, not less than \$300,000 for injuries to or death of more than one person and not less than \$100,000 for any injury to or destruction of property in any one accident or occurrence, or in the amounts of Tenant's maximum limitations of liability under Section 101 001 et seq (Vernon 1986) Texas Civil Practice and Remedies Code Annotated, as amended, whichever is greater
1. Said policy will name Tenant as an additional insured
- B Within thirty (30) days after the commencement of the term of this agreement, the Landlord will furnish a photocopy of the certificate of the insurance to the Fort Bend County Risk Management Department

XVI

- A Landlord will not take any action or recourse against the Tenant for any default in the performance of Tenant's obligations, or any breach of this lease agreement by Tenant, until thirty (30) days after Landlord has given Tenant written notice setting out in detail the type and nature of the default or breach, and the failure of Tenant to cure such default or breach within such thirty (30) day period

XVII

- A Landlord, with Tenant's written approval and at Landlord's sole expense, may relocate the park and ride facility at any time during the term of this Agreement

XVIII

- A The liability of Tenant under the terms and provisions of this Agreement, and all amendments and supplements thereto, is expressly limited to the amount of funds hereinbelow certified available for satisfying Tenant's first lease year obligations under the terms and provisions of this lease, and any additional funds for such purpose which may, from time to time, be certified available for Tenant's obligations by the County Auditor of Fort Bend County
- B When and if all the funds so certified are expended for the purpose of satisfying Tenant's obligations pursuant to this Agreement, the sole and exclusive remedy of Landlord will be to terminate this Lease

XIX

- A Tenant may allow Landlord to use excess space on the leased premises for any lawful purpose

XX

- A Tenant, upon the several conditions herein set forth and upon payment of the rentals herein provided, and upon continued performance of the covenants and agreements herein contained, will occupy the said premises, and may peacefully and quietly have the premises for the term herein set forth


XXI

A Any notice required or permitted hereunder to be given, shall be given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed to

<u>To Tenant</u>	<u>To Landlord</u>
Fort Bend County	University of Houston System
301 Jackson, 7 <sup>th</sup> Floor	4800 Calhoun
Richmond, Texas 77469	Houston, Texas 77004
Attn James C Adolphus.	Attn Randy J Harris,
County Judge	Vice Chancellor for Administration and Finance
Phone (281) 341-8608	Phone (713) 743-0951
Fax (281) 341 - 8609	Fax (713) 743-0948

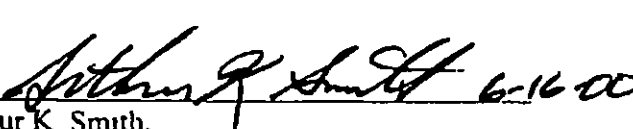
EXECUTED in duplicate originals this 27<sup>th</sup> day of June, 2000

**FORT BEND COUNTY:**


  
 \_\_\_\_\_  
 James C Adolphus, Fort Bend County Judge

ATTEST  
  
 \_\_\_\_\_  
 Dianne Wilson, Fort Bend County Clerk

**UNIVERSITY OF HOUSTON SYSTEM:**

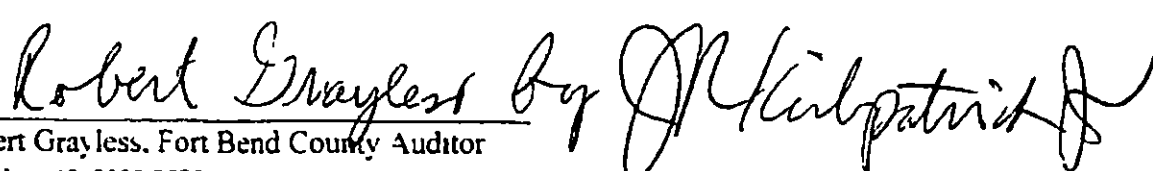
  
 \_\_\_\_\_  
 Arthur K. Smith,  
 Chancellor, University of Houston System

APPROVED AS TO FORM BY:

  
 \_\_\_\_\_  
 OFFICE OF THE GENERAL COUNSEL  
 UNIVERSITY OF HOUSTON SYSTEM

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$1 00 are available to pay the obligation of Fort Bend County under the foregoing agreement

  
 \_\_\_\_\_  
 Robert Grayless, Fort Bend County Auditor  
 DSH June 12 2000 3585