

FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 09/02/09	Submitted By: Nicole Mehrens, County Attorney's Office
Court Agenda Date: 09/08/09	Department: ROAD & BRIDGE
	Phone Number: 281-341-4555

SUMMARY OF ITEM:

Approve renewal Lease Agreement between Fort Bend County and Needville Independent School District, effective through September 30, 2010 with automatic yearly renewals.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDING SOURCE: Accounting Unit: Account Number:
 Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Marc Grant, Road & Bridge</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

9-16-09 orig. ret. to Nicole at Co. Attorney

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

**LEASE AGREEMENT BETWEEN FORT BEND COUNTY AND
NEEDVILLE INDEPENDENT SCHOOL DISTRICT
FOR STORAGE OF FORT BEND COUNTY ROAD AND BRIDGE MATERIALS**

I. TERMS

Effective Date: OCTOBER 1, 2009

Landlord: NEEDVILLE INDEPENDENT SCHOOL DISTRICT

Landlord's Address: P.O. BOX 412, NEEDVILLE, TEXAS 77461

Tenant: FORT BEND COUNTY

Tenant's Address: 301 JACKSON STREET, RICHMOND, TEXAS 77469

Premises: TWENTY (20) ACRES OF LAND, LYING AND BEING
SITUATED IN FORT BEND COUNTY, TEXAS AND
BEING IN THE F. FORSTER SURVEY, A-470 .

Base Rent (annually): \$1.00

Term (months): TWELVE (12) MONTHS, UNLESS TERMINATED
EARLIER BY EITHER PARTY UPON THIRTY (30) DAYS
WRITTEN NOTICE.

Commencement Date: OCTOBER 1, 2009

Termination Date: SEPTEMBER 30, 2010, WITH AUTOMATIC YEARLY
RENEWALS UNLESS TERMINATED EARLIER BY
EITHER PARTY UPON THIRTY (30) DAYS WRITTEN
NOTICE.

Security Deposit: N/A

Use: STORAGE SPACE FOR FORT BEND COUNTY ROAD &
BRIDGE MATERIALS

Amount of Liability Insurance: STANDARD COUNTY INSURANCE POLICY.

II. CLAUSES AND COVENANTS

This Agreement is made between **Needville Independent School District** as Landlords, and **Fort Bend County** as Tenant.


1. Landlords lease to Fort Bend County twenty (20) acres of land, lying and being situated in Fort Bend County, Texas and being out of the F. Forster Survey, A-470.
2. Tenant may terminate this lease upon thirty (30) days written notice to the other. In the event of termination any unearned rentals shall be prorated and refunded to Fort Bend County.
3. Tenant shall take good care of the leased premises and will return the property to Landlord in as good a condition as at the beginning of the lease, reasonable wear and tear excepted.
4. Tenant may not assign or sublet the premises.
5. Landlord may enter the premises to inspect same.
6. Landlord is not liable for any loss or damages to any property of Tenant on the premises.
7. Tenant accepts the premises in their present condition.
8. Tenant shall keep the premises in a clean and respectable condition and will comply with all city, county, or state regulations or requirements.
9. Landlord agrees not to interfere with Tenant's possession of the Premises.
10. Landlord agrees to indemnify Tenant for any and all damages caused by Landlord.
11. Venue shall be in Fort Bend County.
12. This Agreement is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement or to any expressly mentioned exhibit not incorporated in writing in this Agreement.
13. This Agreement may be amended only by an instrument in writing signed by Landlord and Tenant.
14. No storage of hazardous / toxic materials.
15. Mowing and Maintenance of the Twenty (20) acre site will be the responsibility of the tenant.
16. Upon termination of lease, the tenant shall be responsible for any environmental damages directly caused by tenant's usage.
17. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when

deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

SIGNED on the dates shown by signatures below.

LANDLORD:

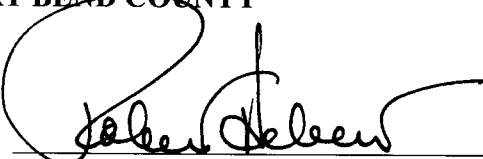
**NEEDVILLE INDEPENDENT
SCHOOL DISTRICT**

By: 
Trustee


Date: 8-17-09

TENANT:

FORT BEND COUNTY

By: 
Robert E. Hebert, County Judge

Date: 9-8-09

Attest: 
Dianne Wilson, County Clerk

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
LEASE AGREEMENT BETWEEN FORT BEND COUNTY AND
NEEDVILLE INDEPENDENT SCHOOL DISTRICT**

On this the 8 day of September, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Lease Agreement between Fort Bend County and Needville Independent School District. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.