

FORT BEND COUNTY FY 2010
 COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: December 14, 2009	Submitted By: Michael Gutierrez
Court Agenda Date: December 22, 2009	Department: Comm. Pct. #1
	Phone Number: 281-633-7687

SUMMARY OF ITEM: Take all appropriate action to accept and approve the GROUND LEASE AGREEMENT BETWEEN FORT BEND COUNTY AND VETERANS OF FOREIGN WARS POST NO. 3903.

RENEWAL AGREEMENT/APPOINTMENT YES NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: *Agreement*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
 Activity (If Applicable): _____

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

12-24-09 2 orig's. ret. to Michael at Comm Pct. 1

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

**GROUND LEASE AGREEMENT BETWEEN FORT BEND COUNTY AND
VETERANS OF FOREIGN WARS POST NO. 3903**

This Ground Lease ("LEASE") is made and entered into by Fort Bend County, Texas, a body corporate and politic, acting herein by and through its Commissioners' Court, ("LANDLORD"), and Veteran's of Foreign Wars Post 3903, a non-profit service organization, ("TENANT").

I. TERMS

Effective Date: FEBRUARY 2, 2010

Landlord: FORT BEND COUNTY

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

Tenant: VETERANS OF FOREIGN WARS POST NO 3903

Tenant's Address: PO BOX 3903, ROSENBERG, TX 77471

Premises: LAND LOCATED AT 819 AVENUE H, ROSENBERG, TX 77471, described as 1.13 acres of land being a part of the Henry Scott League, Abstract 83, in Fort Bend County, Texas, particularly identified and described more specifically as follows:

BEGINNING at a point, which is the intersection point of the West right of way line of Highway No. 90-A and the North right of way line of Farm Market Road 529, which point is West 1193.7 ft. from the intersection of the North right of way line of the said Farm Market Road 529 and 90-A and the East line of the GC. Baker Jr. Original 259.42 acre tract;

THENCE West 59 ft. along the North of way line of said Farm Market Road 529 in a curve to the left 363.2 ft. to a point for corner;

THENCE N. 41 deg. 58' W. 89.6 ft. to a point in the South right of way of the G. H. & S. A. R.R. Victoria Branch for corner;

THENCE N. 56 deg. 25' 30" E. 270.2 ft. along the South right of way line of said Railroad to the intersection of the South right of way line and the West right of way of the Highway 90-A to a point for corner;

THENCE S. 53 deg. 34' 30"E. 131.9 ft. along the West right of way line of said Highway 90-A to a concrete marker for corner;

THENCE along the west right of way of said Highway 90-A in a curve to the left 176.2 ft. to the place of the BEGINNING and containing 1.13 acre of land.

Base Rent (annually): \$1.00

Term (months): SIXTY (60) MONTHS UNLESS TERMINATED EARLIER BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE.

Commencement Date: FEBRUARY 2, 2010

Termination Date: FEBRUARY 1, 2015, WITH AUTOMATIC YEARLY RENEWALS UNLESS TERMINATED EARLIER BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE.

Security Deposit: N/A

Use: TO FACILITATE THE FRATERNAL, PATRIOTIC, HISTORICAL AND EDUCATIONAL ACTIVITIES OF THE VETERANS OF FOREIGN WARS IN FORT BEND COUNTY

II. CLAUSES AND COVENANTS

This Agreement is made between **Fort Bend County** as Landlord, and **the Veterans of Foreign Wars Post 3903**, as Tenant.

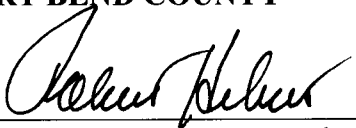
1. Landlord shall lease to Tenant premises located at 819 AVENUE H, ROSENBERG, TX 77471 and as described herein.
2. Landlord or Tenant may terminate this lease upon thirty (30) days written notice to the other. In the event of termination any unearned rentals shall be prorated and refunded to Tenant.
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. Unless otherwise agreed in writing, all alterations, additions and improvements shall become the property of Landlord and shall remain on the premises at the expiration or termination of this Lease; provided, however, that Landlord, at its option, may require Tenant to remove any such alterations, additions or improvements and restore the premises to its former condition.
5. Tenant may not assign or sublet the premises.
6. Landlord may enter the premises to inspect same.
7. Landlord is not liable for any loss or damages to any property of Tenant on the premises.
8. Tenant accepts the premises in their present condition.

9. Tenant shall keep the premises in a clean and respectable condition and will comply with all city, county, or state regulations or requirements.
10. Landlord agrees not to interfere with Tenant's possession of the Premises.
11. Tenant agrees to indemnify Landlord for any and all damages caused by Tenant.
12. Venue shall be in Fort Bend County.
13. 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.
14. This Agreement may be amended only by an instrument in writing signed by Landlord and Tenant.
15. No storage of hazardous / toxic materials.
16. Mowing and Maintenance of the premises will be the responsibility of the Tenant.
17. Upon termination of lease, the Tenant shall be responsible for any environmental damages directly caused by Tenant's usage.
18. 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:

FORT BEND COUNTY

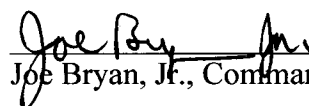


Robert E. Hebert, County Judge

Date: 12/22/09

TENANT:

VETERANS OF FOREIGN WARS



Joe Bryan, Jr., Commander

Date: 12-16-09

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
VETERANS OF FOREIGN WARS POST NO. 3903**

On this the 22 day of December, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Morrison, seconded by Commissioner Prestage, 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 Veterans of Foreign Wars Post 3903. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.