

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

**LEASE AGREEMENT BETWEEN FORT BEND COUNTY AND
FRESNO VOLUNTEER FIRE DEPARTMENT**

This 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, ("COUNTY"), and Fresno Volunteer Fire Department, a non-profit service organization. ("TENANT").

I. TERMS

Effective Date: FEBRUARY 8, 2011

Landlord: FORT BEND COUNTY

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

Tenant: FRESNO VOLUNTEER FIRE DEPARTMENT

Tenant's Address: PO BOX 185, FRESNO, TEXAS 77545

Premises: 4525 FM 521 HWY, FRESNO, TX 77545 MORE
SPECIFICALLY DESCRIBED AS THE SOUTHWEST
CORNER OF A 4.95 ACRE TRACT OF LAND OUT OF
THE M. ESCALARA SURVEY, ABSTRACT 170, FORT
BEND COUNTY, TEXAS, BEING COMMONLY
REFERRED TO AS THE MUSTANG SCHOOL PROPERTY

Base Rent (annually): \$1.00

Term (months): THREE HUNDRED (300) MONTHS UNLESS
TERMINATED EARLIER BY EITHER PARTY UPON
THIRTY (30) DAYS WRITTEN NOTICE.

Termination Date: FEBRUARY 1, 2025, WITH AUTOMATIC YEARLY
RENEWALS THEREAFTER UNLESS TERMINATED
EARLIER BY EITHER PARTY UPON THIRTY (30) DAYS
WRITTEN NOTICE.

Security Deposit: N/A

Use:

PREMISES TO BE USED FOR MAINTAINING EFFECTIVE
FIRE PREVENTION, EMERGENCY RESPONSE, FIRE
SUPPRESSION AND TRAINING FOR THE FRESNO
VOLUNTEER FIRE DEPARTMENT

II. CLAUSES AND COVENANTS

This Agreement is made between **Fort Bend County** as Landlord, and the **Fresno Volunteer Fire Department** as Tenant.

1. County shall lease to Tenant premises located at 4525 FM 521 HWY, Fresno, TX 77545 and as described herein.
2. County 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 premises to County 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 County and shall remain on the premises at the expiration or termination of this Lease; provided, however, that County, 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. County may enter the premises or any property located thereon to inspect same.
7. County 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. County agrees not to interfere with Tenant's possession of the Premises.
11. **TENANT EXPRESSLY AGREES TO INDEMNIFY AND HOLD COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS (THE FOREGOING ARE COLLECTIVELY REFERRED TO HEREIN AS "COUNTY"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND RELATED EXPENSES IN ANY MANNER WHATSOEVER, ARISING OUT OF THE USE OF THE LEASED PREMISES AND ALL EVENTS AND/OR ACTIVITIES OF TENANT, ITS OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS INCIDENT TO THIS AGREEMENT.**

12. **TENANT SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM THE ALLEGED JOINT, CONCURRENT OR SOLE NEGLIGENCE, OR OTHER FAULT OF TENANT.**
13. **TENANT WAIVES AND RELEASES ANY CAUSE OF ACTION OR RIGHT OF RECOVERY WHICH TENANT MAY HAVE AGAINST COUNTY FOR ANY LOSS OR DAMAGE TO TENANT'S PERSONAL PROPERTY LOCATED AT OR NEAR THE LEASED PREMISES.**
14. Venue shall be in Fort Bend County.
15. 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.
16. This Agreement may be amended only by an instrument in writing signed by County and Tenant.
17. No storage of hazardous / toxic materials.
18. Mowing and Maintenance of the premises will be the responsibility of the Tenant.
19. Upon termination of lease, the Tenant shall be responsible for any environmental damages directly caused by Tenant's usage.
20. Use of the premises shall be only as described herein. When the premises cease to be used by Tenant for such use, this Lease shall be void.
21. In the even that City of Houston Fire Services is made available to the Fresno area, this lease shall automatically terminate.
22. 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:

To County:
Fort Bend County
301 Jackson, 7th Floor
Richmond, Texas 77479
Attn: County Judge

Fresno Volunteer Fire Department,
PO Box 185
Fresno, Texas 77545
ATTN: Fire Chief

Execution page follows

SIGNED on the dates shown by signatures below.

LANDLORD:

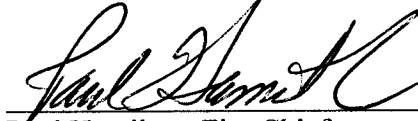
FORT BEND COUNTY



Robert E. Hebert, County Judge

TENANT:

FRESNO VOLUNTEER FIRE DEPARTMENT



Paul Hamilton, Fire Chief

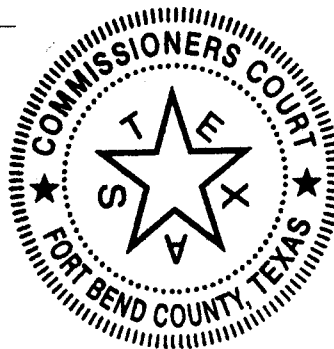
Date: 2-1-2011

Date: 1/24/2011

Attest:



Dianne Wilson, County Clerk



I/MTR/agreements/leases fvfd 1253 (01.21.11)