

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

GROUND LEASE AGREEMENT BETWEEN FORT BEND COUNTY AND FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 5

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 Fort Bend County Emergency Services District No. 5, ("TENANT") (collectively, the "PARTIES").

I. TERMS

Effective Date: OCTOBER 1, 2011
Landlord: FORT BEND COUNTY
Landlord's Address: 301 JACKSON STREET, RICHMOND, TEXAS 77469
Tenant: FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 5
Tenant's Address: 14007 OLD RICHMOND ROAD, SUGAR LAND, TX 77478
Premises: LAND LOCATED ON FM 1464 in Fort Bend County, TX, described as 1.778 acres of land situated in the J.H. Cartwright Survey A-16, in Fort Bend County, Texas, particularly identified and described more specifically as follows:

Being a 1.778 acres (77,465 square feet) tract of land, out of the J.H. Cartwright Survey A-16, Fort Bend County, Texas and being out of that certain 46.187-acre tract of land described in Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.), Clerk's File No. 2010046441 conveyed to Texas Department of Transportation, and being more particularly described as follows:

COMMENCING at a set 5/8 inch iron rod with TxDOT Aluminum cap for the southerly northeast corner of said 46.187-acre tract and in the existing west right-of-way line of F.M. 1464 (called 80 foot width) as described in Volume 275, Page 295 filed in the Fort Bend County Deed Records (F.B.C.D.R.);

THENCE, South 02°33'04" East, a distance of 217.52 feet, along the east line of said 46.187-acre tract and the existing west right-of-way line of said F.M. 1464 to a set 5/8-inch iron rod with cap (stamped "WEISSER ENG., HOUSTON, TX.") for the southeast corner of herein described tract;

THENCE, South 66°59'32" West, a distance of 258.96 feet, over and across said tract 46.187-acre tract and with the south line of herein described tract to a set 5/8-inch iron rod with cap (stamped "WEISSER ENG., HOUSTON, TX.") for on a curve to the left and in the proposed east right-of-way line of F.M. 1464 the southeast corner of herein described tract;

THENCE, in a northwest direction along said curve to the left and the proposed east right-of-way line of said F.M. 1464, an arc distance of 286.67 feet and a chord bearing North 23°00'20" West, chord distance of 286.63 feet to a set 5/8-inch iron rod with cap (stamped "WEISSER ENG., HOUSTON, TX.") for a point of a curve to the right of herein described tract, said curve to the left having a central angle of 03°13'14" and a radius of 5,100.00 feet;

THENCE, in a northeast direction along said curve to the right, an arc distance of 299.94 feet and a chord bearing North 79°39'27" East, chord distance of 298.70 feet to a set 5/8-inch iron rod with cap (stamped "WEISSER ENG., HOUSTON, TX.") for the point of curvature said curve to the right having a central angle of 18°05' 23" and a radius of 950.00 feet;

THENCE, North 88°42'09" East, a distance of 46.68 feet, to the POINT OF BEGINNING and containing 1.778 acres (77,465 square feet) of land.

Base Rent (annually): \$1.00

Term (years): NINETY-NINE (99) YEARS, UNLESS TERMINATED EARLIER UPON MUTUAL WRITTEN AGREEMENT BY THE PARTIES OR AS OTHERWISE PROVIDED IN THIS GROUND LEASE.

Commencement Date: OCTOBER 1, 2011

Termination Date: SEPTEMBER 30, 2110, UNLESS TERMINATED EARLIER UPON MUTUAL WRITTEN AGREEMENT BY THE PARTIES OR AS OTHERWISE PROVIDED IN THIS GROUND LEASE.

Security Deposit: N/A

Use: CONSTRUCTION, OPERATION AND MAINTENANCE OF A FIRE STATION

II. CLAUSES AND COVENANTS

This Agreement is made between **Fort Bend County** as Landlord, and **Fort Bend County Emergency Services District No. 5**, as Tenant.

1. Landlord shall lease to Tenant premises located at FM 1464, FORT BEND COUNTY, TX 77478 and as described herein.
2. Tenant shall pay Landlord rental payments of One Dollar (\$1.00) per year throughout the Term of the Ground Lease, beginning upon the Effective Date of this Ground Lease. The rental of Ninety-nine Dollars (\$99.00) shall be payable in advance on the first day of the Lease Term without notice or demand and without setoff.
3. This Ground Lease and the tenancy created under the Ground Lease shall cease and terminate at the end of the Lease Term. Any continued occupancy of the Premises by the Tenant after termination of the Ground Lease shall constitute and be construed as tenancy from month-to-month. This Ground Lease

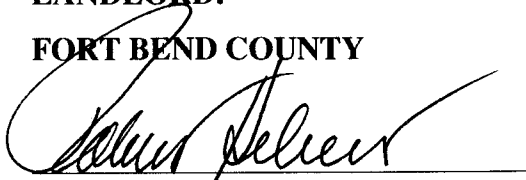
may be terminated upon mutual written agreement by the Parties, executed by the appropriate individuals with authority to bind Landlord and Tenant respectively.

4. Tenant shall be allowed to construct, operate and maintain a Fire Station on the premises and shall not be allowed to use the premises for any other purpose other than a Fire Station and emergency services related purposes. If Tenant has not substantially completed construction of a Fire Station on the Premises within three (3) years of the Effective Date (the "Default Date"), this Ground Lease shall terminate automatically on said Default Date, without any further action required by the parties. At any time during the term, should Tenant cease operating a Fire Station on the Premises, this Ground Lease shall terminate upon cessation of operations, without any further action required by the parties.
5. From and after the Effective Date, Tenant shall pay all 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 which are assessed, levied, confirmed, imposed or become a lien upon the Leased Premises (or any portion thereof), or become payable or accrue during the Term.
6. Tenant shall keep the premises in a clean and respectable condition and will comply with all city, county, or state regulations or requirements.
7. Mowing and Maintenance of the premises will be the responsibility of the Tenant.
8. Tenant may not assign or sublet the premises other than to a fire station operator without written consent from the Landlord.
9. Landlord is not liable for any loss or damages to any property of Tenant on the premises.
10. Tenant agrees to indemnify Landlord for any and all damages caused by Tenant.
11. Upon termination of lease, the Tenant shall be responsible for any environmental damages directly caused by Tenant's usage.
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. 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

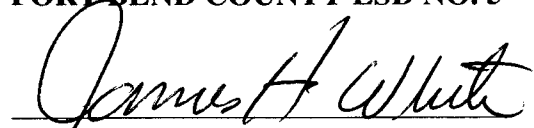


Robert E. Hebert, County Judge

Date: 9-27-2011

TENANT:

FORT BEND COUNTY ESD NO. 5



James White, President

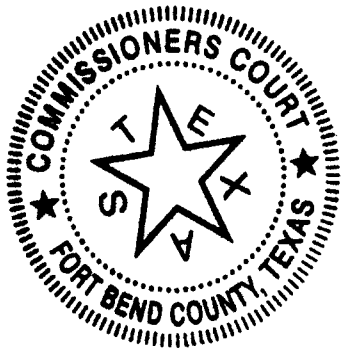
Date: 9/22/2011

Attest:



Dianne Wilson, County Clerk

MDS/ESD-5 lease agreement (09.19.2011)



STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
LEASE AGREEMENT BETWEEN FORT BEND COUNTY AND
EMERGENCY SERVICES DISTRICT NO. 5**

On this the 27 day of Sept., 2011, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Patterson, seconded by Commissioner Meyers, 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 Emergency Services District No. 5. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.