

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

INTERLOCAL AGREEMENT FOR GROUND LEASE – EMERGENCY MEDICAL SERVICES STATION
FORT BEND COUNTY AND THE CITY OF BEASLEY, TEXAS

THIS INTERLOCAL LEASE AGREEMENT ("Lease Agreement") made and entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, acting by and through the Commissioners Court of Fort Bend County (hereinafter "Lessee"), and the City of Beasley, Texas, a general-law city acting by and through its governing body, the City Council (hereinafter "Lessor").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, §272.005 of the Texas Local Government Code authorizes a political subdivision to lease property to another political subdivision to promote a public purpose without the necessity of complying with any competitive purchasing procedures; and

WHEREAS, this Lease Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, and Chapter 272 of the Texas Local Government Code for the performance of governmental functions and services; specifically, public health and welfare; and the lease of city-owned property without following requirements of competitive bidding procedures.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor and Lessee hereby agree as follows.

ARTICLE I

Premises; Term of Lease; Termination

1.01. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, approximately 0.25 acres of a parcel of land situated at the north corner of S. 4th Street and Avenue H in the City of Beasley, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes, (hereinafter "Leased Premises").

1.02. This Lease Agreement shall commence upon execution by the last party hereto (the "Effective Date"), and remain in effect for fifty (50) years, unless terminated earlier upon mutual written agreement by the parties or as otherwise provided in this Lease Agreement. Lessee shall have an option to renew this Lease Agreement for one (1) additional term of twenty-five (25) years upon written notice to Lessor within six (6) months prior to the end of the term.

1.03. In the event construction of an Emergency Medical Services station building has not been completed within five (5) years of the Effective Date of this Lease Agreement as evidence by either: (i) issuance of a certificate of occupancy or (ii) issuance of a certificate of final completion, Lessor shall have the right in Lessor's sole discretion to terminate this Lease Agreement by providing sixty days advance written notice to Lessee.

ARTICLE II

Rent

Lessee agrees and promises to pay to Lessor the sum of \$1.00 for the term of the Lease. If the Lease Agreement is renewed, the rental amount will be determined upon mutual agreement of Lessor and Lessee. Lessee acknowledges that: (i) the use of the Leased Premises for a public purpose of building and operating an Emergency Medical Services station is an essential term of this Agreement and a part of the consideration received by Lessor from Lessee under this Agreement; and (ii) Lessor would not have entered into this Lease Agreement except under the condition that Lessee use the Leased Premises for this public purpose.

ARTICLE III

Taxes and Assessments

As a governmental entity, Lessee is typically exempt from paying taxes, assessments for local improvements, use and occupancy taxes. It is Lessee's responsibility to take the necessary steps to protect Lessee's exempt status. Should Lessee fail to do so, Lessee shall pay such which may be assessed, levied, confirmed, imposed or become a lien upon the Leased Premises (or any portion thereof), or become payable or accrue during the Term.

ARTICLE IV

Use

Lessee shall be allowed to construct, operate and maintain a permanent Emergency Medical Services station on the Leased Premises. Lessee is responsible for all associated utility bills, construction permit fees, tap fees and other costs of construction and operation of the Emergency Medical Services station; provided, however, Lessor may waive permit and tap fees at Lessor's sole discretion. Further, Lessee is responsible for preparation, submission and any associated fees for replatting the Leased Premises and replatting of the Leased Premises shall be required prior to construction of any improvements on the Leased Premises. Lessee agrees to comply with all state and local laws in its use, operation on, and improvement of the Leased Premises.

ARTICLE V

Maintenance

Mowing and maintenance of the Leased Premises and any improvements constructed thereupon shall be the sole responsibility of the Lessee. Lessor reserves the right to take any regulatory action authorized under state and/or local law in regard to the Leased Premises.

ARTICLE VI
Limitation of Liability

The liability for acts or omissions of the agents, contractors and employees of either party or for injuries caused by conditions of tangible property is provided for solely by the provisions of the Texas Civil Practice and Remedies Code, Chapters 75, 101 and 102 and Lessor makes no warranties or representations with regard to the state of the property or fitness for a particular purpose. Lessee and Lessor agree and acknowledge that Workers' Compensation Insurance coverage for state and county employees is provided as mandated by the provisions of Texas Labor Code, Chapter 504.

ARTICLE VII
Lessee's Property and Certain Notices

Lessor shall not be liable for any damage to or loss of personal property placed in, on or about the Leased Premises by Lessee or others, resulting from fire, theft, explosion, flood, wind storm, hurricane, or other casualty caused by acts of God or by the acts or omissions of other occupants of other space in the building. Further, Lessor shall not be liable for any personal injury, including death, of any agent, employee, officer or contractor of Lessee arising from or in any way related to Lessee's construction of improvements on the Leased Premises, or Lessee's use of the Leased Premises.

ARTICLE VIII
Assignment

This Lease Agreement shall be binding on the heirs, successors and assigns of the parties hereto. Lessee shall not assign, sublet or transfer its interest or obligations in and under this lease without the prior, written consent of Lessor. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Lessee or Lessor.

ARTICLE IX
Default

In the event of any default by the Lessee in any of the terms, conditions, covenants, or agreements herein contained, Lessor may enforce the performance of this Lease Agreement in any manner provided by law including forfeiting and terminating at Lessor's discretion if such default continues for a period of twenty (20) days after Lessor notifies Lessee in writing of such default and its intention to declare this Lease Agreement terminated. Unless Lessee shall have completely removed and cured such default as aforesaid, this Lease Agreement shall terminate and come to an end as if that were the day originally fixed herein for the expiration of the term. In addition to any default described by this Section, the following events are expressly identified as events that constitute default under this Lease Agreement: (i) use of the Leased Premises for other than the public purpose established in this Lease Agreement, or (ii) cessation of operation by or on behalf of Lessee of the Emergency Medical Services station on the Leased Premises.

ARTICLE X
Miscellaneous

10.01 All notices provided to be given under this lease agreement shall be given by certified mail or registered mail, addressed to the proper party or delivered in person at the following addresses:

Lessor: City of Beasley, Texas
Attention: Mayor
319 South 3rd Street
Beasley, Texas 77417

Copy to: City Attorney
C/o City Secretary
319 South 3rd Street
Beasley, Texas 77417

Lessee: Fort Bend County
Attention: County Judge
401 Jackson Street
Richmond, Texas 77469

Copy to: Fort Bend County Facilities Management & Planning
Attention: Director
301 Jackson Street
Richmond, Texas 77469

10.02 This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

10.03 This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

10.04 In case any one or more of the provisions contained in this Lease Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.05 This Lease Agreement constitutes the sole and only lease of the parties hereto and supersedes any prior understandings or written or oral leases between the parties respecting the within subject matter.

10.06 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

10.07 The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

10.08 No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

10.09 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

10.10 Time is of the essence of this Lease Agreement.

10.11 Lessee's leasehold estate, created hereby and all of Lessee's rights, titles and interests, hereunder are subject and subordinate to any mortgage presently existing.


10.12 It is not intended by any of the provisions of this Lease Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Lease Agreement.

10.13 This Lease Agreement may be executed in multiple counterparts, including by electronic means, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.


[Signature pages to follow]

IN WITNESS WHEREOF, this Lease Agreement has been executed in duplicate originals as follows:


LESSOR
CITY OF BEASLEY, TEXAS

By: 
Authorized Representative — Signature
Kenneth Heid
Authorized Representative — Name, Title
10/19/22
Date

ATTEST:


City Secretary

LESSEE
FORT BEND COUNTY

By: 
County Judge KP George
KP George, County Judge

Date: November 1, 2022

ATTEST:


Laura Richard, County Clerk



APPROVED:


James Knight, Director

EXHIBIT A

State of Texas
County of Fort Bend

**Beasley EMS Site
0.2777 Acre Tract
I&GN RR Co Survey, Abstract No. 351
Fort Bend County, Texas**

Being 0.2777 of an acre of land situated in the I & GN RR Co Survey, Section B, Abstract No.351, Fort Bend County, Texas, being part of and out of the Market Square in the Beasley Townsite as recorded in Volume 11, Page 91 of the Fort Bend County Deed Records (FBDR) and being more particularly described by metes and bounds as follows with all bearings referenced to North American Datum of 1983 (NAD83 2011 Adj.), Texas State Plane Coordinate System of 1983, South Central Zone 4204, coordinates shown herein are grid and may be converted to surface by dividing by a combined scale factor of 0.99986654:

BEGINNING at a ½ inch iron pipe found at the north corner of the intersection of Avenue H (called 80 foot wide) as recorded in Volume 11, Page 93 FBDR and 4th Street (approximately 80 foot wide), a generally recognized public road, no record found, and being in the southeasterly line of said Market Square and having grid coordinates of (X=2,949,172.15, Y=13,740,825.03);

THENCE North 35°44'45" West, along the northwesterly line of said 4th Street, a distance of 110.00 feet to a 5/8 inch iron rod set, capped 'Amani', from which a found 1" iron pipe bears North 35°44'45" West a distance of 128.32 feet at the southwesterly line of Avenue G (called 80 foot wide) as recorded in Volume 11, Page 93 FBDR and the northeasterly line of said Market Square;

THENCE North 53°15'09" East, a distance of 110.00 feet, to a 5/8 inch iron rod set, capped 'Amani';

THENCE South 35°44'45" East, a distance of 110.00 feet, to a 5/8 inch iron rod set, capped 'Amani' in the northeasterly line of said Avenue H, from which a 1 inch iron pipe bears North 53°15'43" East, a distance of 130.08 feet at the west corner of the intersection of 3rd Street (called 80 foot wide) as recorded in Volume 11, Page 91 FBDR and said Avenue H;

THENCE South 53°15'09" West, a distance of 110.00 feet to the **POINT OF BEGINNING** and containing 0.2777 of an acre or 12,098 square feet more or less of land.

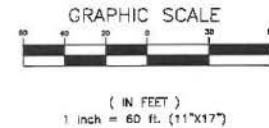
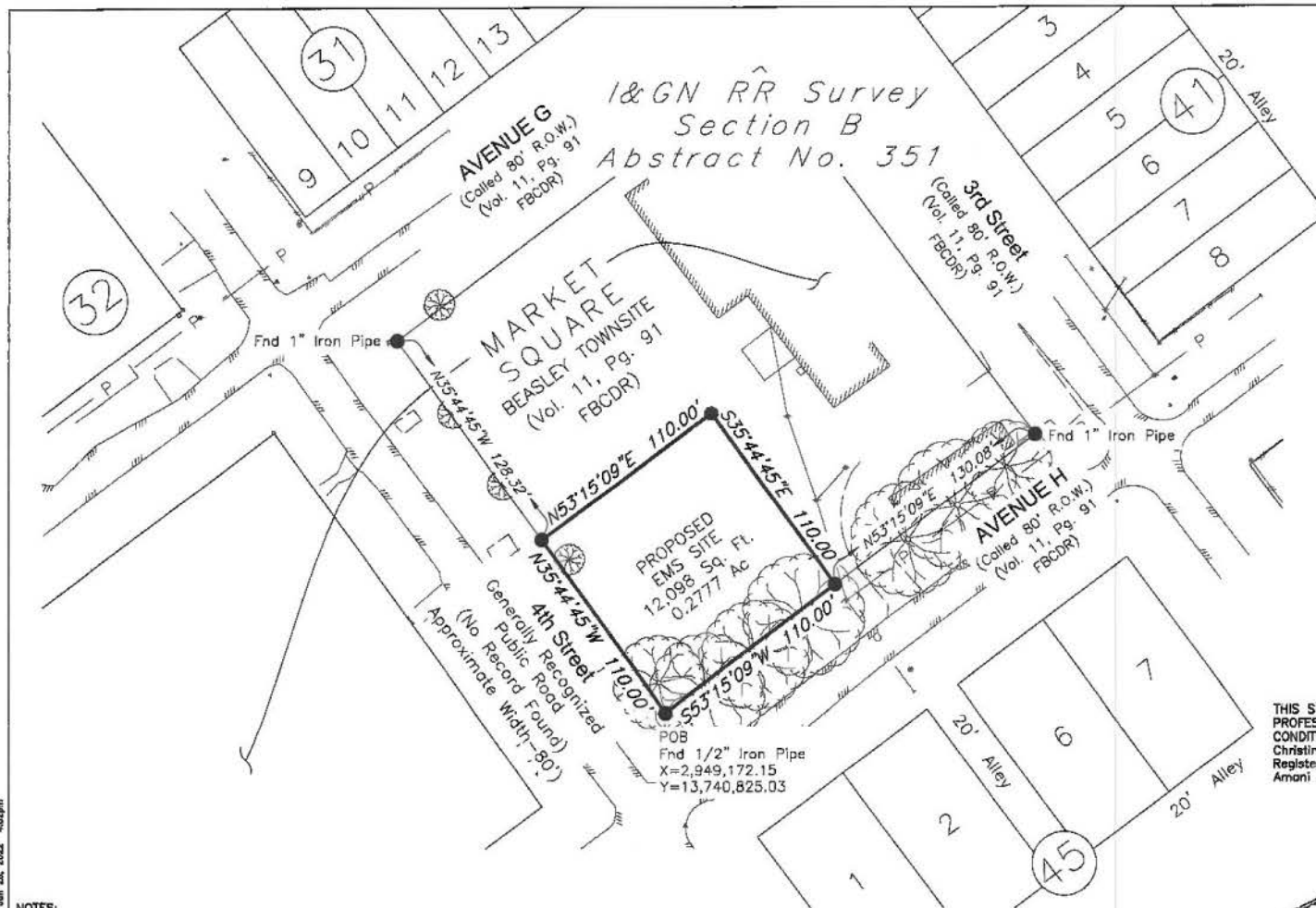
This legal description is accompanied by a plat of even date.

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1B, Condition 2 Standard Land Survey.

 6.29.22

Christina I. Weaver Date
R.P.L.S. No.6753
Amani Engineering, Inc.
8303 Southwest Freeway Ste. 600
Houston, Texas 77074
Tel 713.270.5700
TBPLS Firm No. 10028200





LEGEND:

FBCDR - FORT BEND COUNTY DEED RECORDS
Fnd - FOUND
No. - NUMBER
Vol. - VOLUME
Pg. - PAGE
R.O.W. - RIGHT OF WAY
Sq. Ft. - SQUARE FEET
POB - POINT OF BEGINNING

● - 5/8 INCH IRON SET WITH AMANI CAP UNLESS OTHERWISE NOTED

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 2 STANDARD LAND SURVEY.
Christina I. Weaver
Registered Professional Land Surveyor No. 6753
Amani Engineering Inc.

NOTES:

1. A ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) NORTH AMERICAN DATUM OF 1983 (2011 ADJ) 2010 EPOCH. ALL COORDINATES SHOWN HEREON ARE GRID VALUES. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES. VALUES MAY BE CONVERTED TO GRID OR SURFACE BY APPLYING THE COMBINED SCALE FACTOR OF 0.99986654.
2. HORIZONTAL COORDINATES BASED ON GPS FIELD DATA COLLECTED MAY, 2022.
3. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. ABSTRACT CERTIFICATE PROVIDED BY HOUSTON ABSTRACT SERVICES OF HOUSTON, GF NO. 7910-22-1464, DATED MAY 13, 2022, WAS USED IN PART TO PREPARE THIS SURVEY.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND MAY NOT SHOW ALL ENCUMBRANCES TO THE SITE.
5. THIS SURVEY IS ACCOMPANIED BY A LEGAL DESCRIPTION OF EVEN DATE.
6. SITE IS SUBJECT TO THE FOLLOWING ENCUMBRANCES:
 - A. Beasley Community Volunteer Fire Department Declaration of Ownership and Lease Agreement date April 15, 2003, recorded under County Clerk's File No. 2003049742.
 - B. City of Beasley Ordinance recorded under County Clerk's File No. 8704215.
 - C. City of Beasley Ordinance No. 106, recorded under County Clerk's File No. 9730551.



AMANI ENGINEERING, INC.	
8303 SOUTHWEST FREEWAY, SUITE 600 HOUSTON, TEXAS 77074 TEL: (713) 270-5700 TEXAS REGISTERED ENGINEERING FIRM F-4528 TEXAS REGISTERED SURVEYING FIRM 10028200	
STANDARD LAND SURVEY FOR CITY OF BEASLEY RMS SITE Being 0.2777 of an acre of land situated in the 1 & GN RR Co Survey, Section B, Abstract No. 351, Fort Bend County, Texas, being part of and out of the Market Square in the Beasley Townsite as recorded in Volume 11, Page 91 of the Fort Bend County Deed Records	
PROJECT NO.	
FORT BEND COUNTY	
DATE	SHEET NO.
06-27-22	

STATE OF TEXAS:
COUNTY OF FORT BEND:

We, City of Beasley, Incorporated, acting by and through Kenneth Reid, Mayor of Beasley, hereinafter referred to as Owners of the 12,100 sq. ft. tract described in the above and foregoing map of CITY OF BEASLEY EMS SITE, do hereby make and establish said subdivision and development plan of said property according to all laws, dedications, restrictions, and notations on said map or plat do hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and consideration therein expressed, and so hereby bind ourselves, our heirs, successors and assigns to warrant and never defend the title to the land so dedicated.

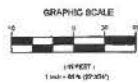
IN TESTIMONY WHEREOF, the City of Beasley, Incorporated, has caused these presents to be signed by Kenneth Reid, Mayor of Beasley, this _____ day of _____, 2022.

BY: City of Beasley, Incorporated

Kenneth Reid, Mayor of Beasley

I, Christina L. Weaver, am authorized under the laws of the State of Texas to prepare the profession of surveying and hereby certify that the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground, that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of five-eighths (5/8) inch and a length of eighteen (18) inches, or as shown hereon, and that the plat boundary corners have been tied to the nearest street intersection.

BY: Christina L. Weaver, R.P.L.S.
Texas Registration No. 6753



LEGEND:

FBCCR - FORT BEND COUNTY DEED RECORDS
Fnd - FOUND
No. - NUMBER
Vol. - VOLUME
Pg. - PAGE
R.O.W. - RIGHT OF WAY
Sq. Ft. - SQUARE FEET



VICINITY MAP N.T.S. KEY MAP PAGE: 542 N & L

I, LAURA RICHARD, COUNTY CLERK, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 2022, AT _____ O'CLOCK, _____ M. IN PLAT NUMBER(S) _____ OF THE PLAT RECORDS OF SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

BY: LAURA RICHARD, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: DEPUTY

STATE OF TEXAS:
COUNTY OF FORT BEND:

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Reid, Mayor of Beasley City, an Incorporated City, known to be to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

Notary Public in and for the State of Texas

My Commission Expires: _____

This is to certify that the Fort Bend County Facilities Management and Planning Department, Texas, has approved this plat and subdivision of CITY OF BEASLEY EMS SITE in conformance with the laws of the state, county and the ordinances of the city as shown hereon and authorized the recording of this plat this _____ day of _____, 2022.

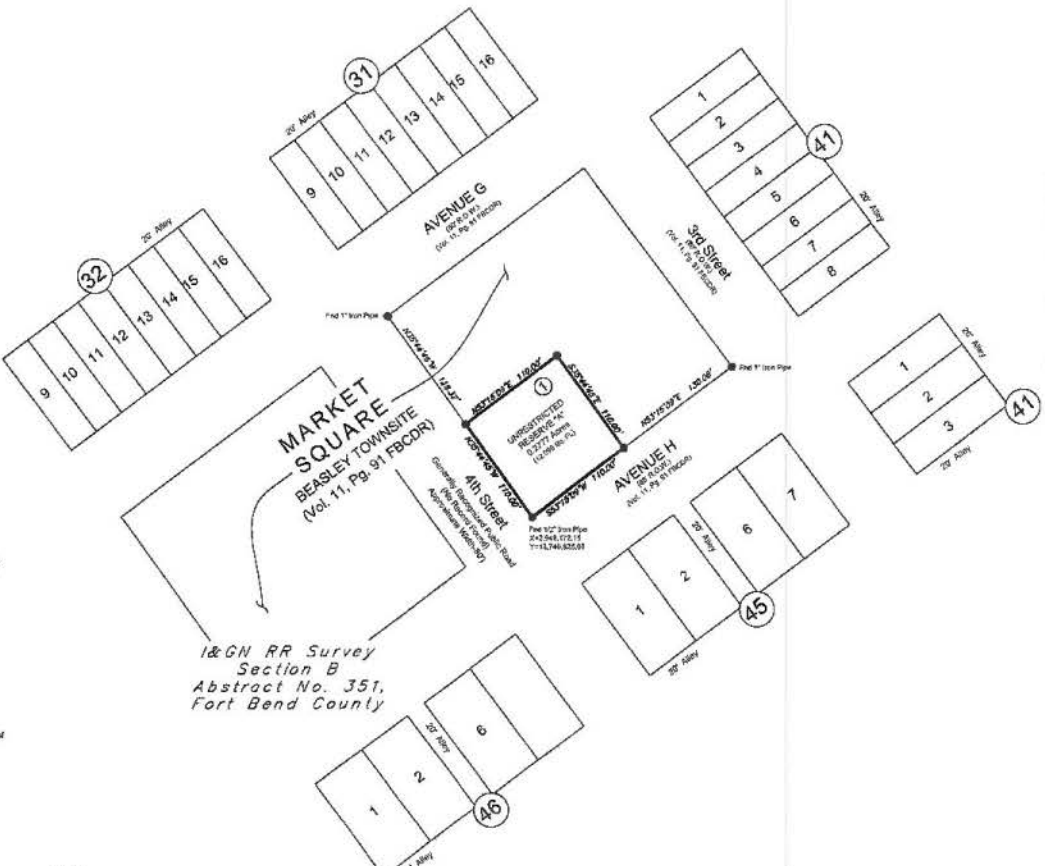
BY: James Knight, Director
Facilities Management and Planning Department

BY: Leah Green, Administrative Manager
Facilities Management and Planning Department

This is to certify that the City Council for the City of Beasley, Texas, has approved this plat and subdivision of CITY OF BEASLEY EMS SITE in conformance with the laws of the State of Texas and the ordinances of the City of Beasley as shown hereon and authorized the recording of this plat this _____ day of _____, 2022.

BY: Kenneth Reid, Mayor

BY: Miky Tiamont, City Secretary



NOTES:

- ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) NORTH AMERICAN DATUM OF 1983 (2011 ADJ) 2010 EPOCH. ALL COORDINATES SHOWN HEREON ARE GRID VALUES. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES. VALUES MAY BE CONVERTED TO GRID OR SURFACE BY APPLYING THE COMBINED SCALE FACTOR OF 0.99996564.
- THERE IS NO VISIBLE EVIDENCE OF ANY PIPELINES OR PIPELINE EASEMENTS WITHIN THE LIMITS OF THIS SUBDIVISION.
- "X" INDICATES A SET 5/8" IRON ROD WITH CAP STAMPED AMAN ENG UNLESS OTHERWISE NOTED.
- ALL OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES ENTIRELY WITHIN THE CITY OF BEASLEY, FORT BEND COUNTY, TEXAS.

CITY OF BEASLEY
EMS SITE

BEING A PARTIAL REPLAT OF MARKET SQUARE OF THE TOWN OF BEASLEY AS RECORDED IN VOLUME 11, PAGE 91 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, SITUATED IN THE I. & G. N. R.R. SURVEY, SECTION B, ABSTRACT No. 351, FORT BEND COUNTY, TEXAS

1 BLOCK 1 RESERVE 0 LOTS

OWNER:
CITY OF BEASLEY
315 South 3rd, St.
P.O. Box 122
Beasley, Texas 77417
Phone: 979-387-2775
Fax: 979-387-2423

SURVEYOR:
AMANI ENGINEERING, INC.
8303 SOUTHWEST FREEWAY SUITE 800 HOUSTON, TX 77074
Tel (713) 270-5700 Fax (713) 271-3467
Texas Registered Engineering Firm No. E-4628
Texas Registered Survey Firm No. 100282-00