LEASE AND FACILITY USE INTERLOCAL AGREEMENT

This Lease and Facility Use Interlocal Agreement (the "Agreement") is entered into by and between **Waller County**, a governmental entity acting herein through its Commissioners Court a body corporate and politic under the laws of the State of Texas (the "County"), and **Waller-Harris Emergency Services District No. 200**, a political subdivision of the State of Texas ("ESD 200"), as of the Effective Date set forth herein.

BACKGROUND

- 1. The County is a political subdivision of the State of Texas.
- 2. ESD 200 is a political subdivision of the State of Texas, organized and operating in Waller County and a portion of Harris County, Texas under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health & Safety Code.
- 3. Waller County desires to lease office space for use by the Waller County Fire Marshal's Office in order to better enable the Fire Marshal to enforce fire and building codes through inspections, investigating the causes of fires and potential arson, educating the public on fire safety, and ensuring fire safety equipment is maintained and functional among other responsibilities of the Fire Marshal's office. ESD 200 wishes to provide leased office space to the Waller County Fire Marshal's Office to enable both the County and ESD 200 to provide and enhance emergency services to the citizens of Waller County.
- 4. In partial consideration of ESD 200 providing leased office space to the County, the County has agreed that all prior dispatch service agreements between ESD 200 and the County are terminated upon the Effective Date of this Agreement. Furthermore, the County has agreed that the Waller County Sheriff's Office shall not dispatch calls for services to ESD 200, but will instead transfer such calls for service, at no cost to ESD 200, to the dispatcher designated by ESD 200 as long as this agreement is in place.

NOW THEREFORE, in consideration of the mutual covenants exchanged herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to enter into this Agreement upon the terms and conditions set forth herein. Accordingly, the parties agree as follows:

ARTICLE I – DEFINITIONS

Section 1.01 Definitions. The following terms, as used in this Agreement, shall have the meanings set forth below:

- "Alteration" or "Alterations" means improvements or modifications of the leased premises as set forth in Section 3.07 hereof.
- "Assignment" means the sale, exchange, assignment, or other disposition of an interest in this Agreement and/or the leasehold estate created thereby, whether by operation of law or otherwise.
- "Business Day" means any day that is not a Saturday, Sunday, or a day observed as a holiday by either the County, ESD 200, the State of Texas or the Federal government.

"Effective Date" shall mean the date set forth in Section 3.01.

"Environmental Laws" means all State and Federal laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

"Expiration Date" means October 1, 2030 or such earlier date on which the Term shall sooner end pursuant to any of the terms, covenants, or conditions of this Agreement or pursuant to law.

"Facility" means 5411 FM 2855 Brookshire, Texas 77423, the Fire Station as set forth in Exhibit A.

"Fire Station" means 5411 FM 2855 Brookshire, Texas 77423, the building indicated as such in Exhibit A.

"Force Majeure Event(s)" means one or more of the following events: (a) acts of God; (b) flood, fire, earthquake, explosion, or other potential disasters or catastrophes such as epidemics or pandemics; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and or (g) power outages or shortages.

"Hazardous Materials" means any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives.

"Improvements" means all buildings and other improvements now located, or hereafter erected, or constructed on the Land (including the Facility), together with all fixtures now or in the future installed or erected in or upon the Land or such improvements owned by ESD 200 or leased to the County.

"Land" means all the ground and surface estate described in Exhibit A.

"Leased Premises" means the approximately one thousand (1,000) square feet of the Fire Station area as set forth in Exhibit B that shall be occupied by County at the Location

"Location" means 5411 FM 2855 Brookshire, Texas 77423

"**Personalty**" means all machinery, equipment, appliances, furniture, and any other personal property of any kind or description owned or leased by the County or ESD 200 located on the Premises and used in the operation of the Premises, excluding trucks and cars.

"**Premises**" means the Land, any Improvements thereon (including the Facilities, as applicable), and any and all rights, privileges, easements, and appurtenances to the Land and the Improvements and any development rights generally found at the Location.

"Remedial Action" means the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

"Rent" means Base Rent.

"State" means the State of Texas.

"Unavoidable Delays" means delays incurred by ESD 200 due to a Force Majeure Event; provided: (a) ESD 200 shall have notified County not later than three (3) Business days after the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue; and (b) ESD 200 uses commercially reasonable efforts to end the delay and ensure the effects of such Force Majeure Event are minimized.

ARTICLE II – INTERLOCAL AGREEMENT

Pursuant to the Interlocal Cooperation Act, Vernon's Texas Codes Annotated, Texas Government Code, Chapter 791, the County and ESD 200 enter into this interlocal agreement to share resources and services, promoting efficiency and cost savings.

ARTICLE III - EFFECTIVE DATE, TERM, AND TERMINATION

Section 3.01 Effective Date. This Agreement's provisions commence and are effective as of August ____, 2025 (the "Effective Date").

Section 3.02 Contract Term. This Agreement's term begins on the Effective Date and ends on the Expiration Date. The parties acknowledge that this Agreement will automatically renew for additional one (1) year terms. If County is unable to occupy fire station by October 1, 2025, ESD 200 will allow for the term of the contract to extend to be the equivalent of five (5) years.

Section 3.03 Termination for Convenience. Either party may terminate this Agreement for any reason or for no reason, upon not less than thirty (30) days prior written notice to the other party stating that party's intention to terminate this Agreement ("Notice of Termination").

Section 3.04 Termination Effect. Within thirty (30) days from this Agreement expires or is terminated, County shall promptly:

- (a) Return to ESD 200 any and all personal property owned by ESD 200 including any equipment, or materials in its possession or control. ESD 200 shall inspect any such property or equipment and may separately invoice County for any damage outside of regular wear and tear.
- (b) Remove any ESD 200-owned or it's assignee-owned property, equipment, or materials.

Section 3.05 Premises Ownership. The parties acknowledge that ESD 200 possesses

and retains all ownership rights to the Premises, including, but not limited to, the Fire Station. Upon expiration or any earlier termination, County acknowledges it will have no rights to or to use the Fire Station or any other portion of the Premises. County or its assignees shall vacate the Fire Station and all other portions of the Premise upon this Agreement's expiration or termination. County acknowledges that any improvements made, or Personalty left on the Premise at the time of this Agreement's expiration or termination shall be the property of the ESD 200.

Section 3.06 Termination of Prior Agreements. The Parties acknowledge and agree that this Agreement shall replace the prior agreement related to dispatch services between County and ESD 200, that the prior dispatch services agreement is terminated and the County has agreed that the Waller County Sheriff's Office shall not dispatch calls for services to ESD 200, but will instead transfer such calls for service, at no cost to ESD 200, to the dispatcher designated by ESD 200 as long as this agreement is in place.

ARTICLE IV – LEASE AND FACILITY USE OF FIRE STATION

Section 4.01 Lease of Fire Station. Subject to the terms and conditions of this Agreement, ESD 200 shall lease to the County approximately one thousand (1,000) square feet of the Fire Station area as set forth in Exhibit B (the "Leased Premises") during the Initial Term and any Renewal Term of this Agreement, subject to earlier termination pursuant to this Agreement or applicable law. County shall use the Fire Station for the Waller County Fire Marshal's Office for preventing fire-related incidents and protecting lives and property. County shall only use the Fire Station for lawful purposes. County shall also have non-exclusive shared access to the parking lot located on the Premises. County shall have full access to the Fire Station, including bays and dorm rooms. The County shall have the right to use the property for the operation of the Fire Marshal's Office, its contractor's, its emergency vehicles and personnel and to no others for any purpose unless prior written approval had been obtained by ESD 200. ESD 200 reserves the right to exclude County from certain parts of the fire station unrelated to gaining access to the Leased Premises.

Section 4.02 Condition of Fire Station. County has inspected the Fire Station and accepts possession of such in its "AS IS" condition on the Effective Date. Except as otherwise expressly provided in this Agreement. County is not responsible for rent or utilities, however County is responsible for any costs outside any normal wear and tears. It is the County's full responsibility for the repair, Alteration, maintenance, and replacement of the Fire Station if such damage was done by the County outside normal maintenance and wear and tear. County expressly acknowledges and agrees that ESD 200 has not made and is not making, and County is not relying upon, any warranties or representations regarding the Fire Station.

Section 4.03 Rent. County shall pay the County as Base Rent for use and occupancy of the Leased Premises an amount equal to TEN Dollars (\$10.00) per year, due on the Effective Date and thereafter on each anniversary date of the Effective Date. In further consideration for entering into this Agreement, the County shall and has and allowed ESD 200 to select its own dispatcher separate and apart from the Waller County Sheriff's Office for dispatching services. As additional consideration, the County shall charge zero (\$0) dollars for calls transferred from the Waller County Sheriff's Office Dispatching Center to Westcom 911 or such other dispatcher as ESD 200 shall select.

Section 4.04 Maintenance of the Fire Station. ESD 200 shall at all times keep and maintain in good order and repair, at its sole cost and expense, the Fire Station, including, but not limited to, all exterior entrances, roof, bays, parking area, all glass and windows, all floors, all partitions, doors, fixtures, lighting, electrical equipment, plumbing fixtures and equipment, heating, and HVAC equipment. County shall regularly dispose of its garbage, debris, or waste at the Fire Station. County shall not permit any material waste of the Premises and shall keep adjoining sidewalks or paths substantially free of any accumulation of dirt or rubbish resulting from its operations.

Section 4.05 Failure to Maintain the Fire Station. If ESD 200 fails to keep and maintain the Fire Station as required by this Agreement, County may (but shall not be required to) perform and satisfy same.

Section 4.06 Alterations. County may not alter, replace, or remodel the Fire Station or perform any other Alterations without first obtaining the written approval of ESD 200.

Section 4.07 Signage. County or its assignee may, at its own expense, install or cause the installation of interior and exterior signage concerning the County's Fire Marshal's Office or its assignee in a manner consistent with the decor and other interior and exterior signage on the Premises. All signage must be approved by ESD 200, prior to installation. County shall (a) maintain any signage in good state of repair, and (b) upon termination or expiration of this Agreement promptly remove such signage and repair any damage to the Premises.

Section 4.08 Tenant's Security. County or its assignee shall lock the doors to the Fire Station and take other reasonable steps to secure the Premises and the Leased Premises. County and its contractors or licensees in the shared areas, shall (1) prohibit unlawful intrusion, theft, fire and other hazards while at the Premises; (2) keep and maintain in good working order all security devices installed in the Fire Station by or for the benefit of County (such as locks, smoke detectors and access control systems), which shall be integrated with any other project security systems; and (3) cooperate with the ESD 200 on security matters.

Section 4.09 Liens. County shall keep the Premises and this Agreement free from any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect, or engineer. County agrees to indemnify the ESD 200 from any such liens.

Section 4.10 Utilities. County will not be responsible for paying any utilities at the Fire Station including, gas, electric, water and sewer service, trash collection, telephone, and internet service.

Section 4.11 Hazardous Materials. County shall not (either with or without negligence) cause or permit the escape, disposal, or release of any biologically or chemically active or other Hazardous Materials on the Premises. County shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage, except to use in the ordinary course of ESD 200 or its assignee's business and in compliance with all laws and with written notice to ESD 200 of the identity of such substances or materials. Without limitation, Hazardous Materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C., Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts.

If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials due to the acts or omissions of County or any of its assignee, agents, or employees, then the reasonable costs thereof shall be reimbursed by County to ESD 200 upon demand as additional charges if such requirement applies to the Premises. TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, IN ALL EVENTS, COUNTY SHALL INDEMNIFY ESD 200 IN THE MANNER ELSEWHERE PROVIDED IN THIS AGREEMENT FROM ANY RELEASE OR STORAGE OF HAZARDOUS MATERIALS IN THE PREMISES OCCURRING WHILE COUNTY OR ITS ASSIGNEE IS IN POSSESSION OR ELSEWHERE IN OR ABOUT THE PREMISES IF CAUSED BY COUNTY, ITS ASSIGNEE, OR PERSONS ACTING UNDER COUNTY OR ITS ASSIGNEE. THESE COVENANTS SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

Section 4.12 Surrender of Fire Station. At the end of this Agreement's term or at its earlier termination, County and or its assignee shall deliver to ESD 200 the Fire Station with all improvements in good repair and condition and broom-cleaned, with the exception of reasonable wear and tear, condemnation, and casualty damage not caused by County. County shall deliver to ESD 200 all keys and access cards to the Fire Station. Provided that County has performed all of its obligations hereunder, County may remove all unattached trade fixtures, furniture, and Personalty placed on the Premises by County or its assignee and shall remove the same as the ESD 200 may request. County shall repair all damage caused by such removal. All items not so removed shall be deemed to have been abandoned by County and its assignee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by ESD 200 without notice to County or its assignees and without any obligation to account for such items. The provisions of this section shall survive the end of this Agreement.

ARTICLE V-USE OF FIRE STATION

Section 5.01 Possession and Use of Fire Station. County shall have possession of the Leased Premises (as set forth in Exhibit B) and ESD 200 shall have possession and control of the remaining Premises. ESD 200 may allow County to use any portion of the Premises, as long as it does not interfere with ESD 200's operations.

Section 5.02 Third Parties. County or its assignee shall not request use of the Premises on behalf of any third party. County acknowledges that ESD 200 is the only entity that can grant access to and use of the Premises to any other individual or entity.

Section 5.03 Placement Equipment and Improvements. Other than expressly allowed under this Agreement, County and its assignee shall not place or store any equipment on the premises without the ESD's prior written approval. Further, County and its assignee shall not make any improvements on the within the Leased Premises or on the Premises, other than as expressly allowed under this agreement, without prior written approval from ESD 200. County shall maintain in good order any equipment or improvements placed or stored on the Premises by County or its assignee. The parties acknowledge that any equipment or improvement placed on the Premise without the ESD 200's permission shall be deemed the ESD 200's property to use and or dispose of as ESD 200 desires.

Section 5.04 Removal of Equipment and Improvements. County acknowledges that ESD 200 may remove and dispose of any equipment or improvements on the Premises that was

not approved by ESD 200 prior to placement or any equipment or improvements ESD 200 reasonably finds in its sole discretion to be dangerous. Further, County acknowledges that ESD 200 shall not reimburse County or its assignee for any equipment or improvements the ESD 200 removes under this section.

Section 5.05 Maintenance of Premises. ESD 200 shall at all times keep and maintain in good order and repair the Leased Premises. ESD 200's maintenance shall include, but is not limited to, all exterior entrances, roof, bays, parking area, all glass and windows, all floors, all partitions, doors, fixtures, lighting, electrical equipment, plumbing fixtures and equipment, heating and HVAC equipment. When there is shared space between the Fire Station and the Leased Premises, ESD 200 shall maintain these features as well as the shared portion of the parking lot. County agrees to maintain the Leased Premises in good repair and condition during the Initial Term and any Renewal Term of this Agreement. If County intentionally causes damages to the Leased Premises, requiring maintenance services that go beyond "normal wear and tear", County is and shall be responsible for all costs to repair any damages beyond normal wear and tear. ESD 200 may enter the Leased Premises to inspect the general condition and state of repair, with notification to County.

ARTICLE VI – INSURANCE

Section 6.01 Insurance. At all times during the lease term, County must maintain a policy of all-risk property insurance, issued by and bonded upon an insurance company licensed in the State of Texas, covering the Leased Premises and leasehold improvements (exclusive of contents), in an amount equal to not less than 80% percent of the replacement cost thereof. County shall place ESD 200 as an additional insured under County's policy. County shall not be obligated to insure any furnishings, equipment, trade fixtures, or other personal property that ESD 200 may place or cause to be placed upon the Leased Premises. County must also maintain a policy or policies of comprehensive general liability insurance insuring County against loss of life, bodily injury and/or property damage with respect to Common Areas, operation of the Building, parking lots and other improvements associated with the land upon which the Leased Premises are located, and any other losses caused by or related to the duties and obligations of County under this Lease Agreement. Any obligation by ESD 200 under this Lease Agreement to obtain insurance is expressly made subject to the ESD 200's authority under state law to obtain such insurance. No insurance carrier of either party shall have a right of subrogation against the other party to this Lease Agreement. County shall be a named as an additional insured or loss payee in any insurance policy secured by ESD 200 to insure against losses for premises liability (including injuries to third parties). To the extent allowed by law, ESD 200 agrees to defend and indemnify County for any liability in a suit or claim brought by any person under a theory of premises defect liability as described in chapter 101 of the Texas Civil Practice and Remedies Code. Insurance policies required by this section shall be in an amount of at least \$1,000,000 per occurrence and \$3,000,000 yearly aggregate. The liability for acts or omissions of the agents 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 Workers' Compensation Insurance coverage for state and county employees is provided as mandated by the provisions of Texas Labor Code, Chapter 504.

Section 6.02 INDEMNITY. SUBJECT TO THE ABOVE, COUNTY SHALL, TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, DEFEND, INDEMNIFY, AND HOLD HARMLESS ESD 200 AND

ITS REPRESENTATIVES AND AGENTS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, **CAUSES OF** ACTION, SUITS, JUDGMENTS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) FROM (I) ANY LOSS ARISING FROM ANY OCCURRENCE ON THE PREMISES OR PREMISES OR (II) COUNTY'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS LEASE WHICH RESULT IN A CLAIM, ACTION, LAWSUIT OR OTHER DEMAND BY A THIRD PARTY INJURED AS A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF COUNTY. THE FOREGOING INDEMNIFICATION OBLIGATION OF COUNTY SHALL EXTEND TO AND COVER CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, DAMAGES AND ANY LOSS EVEN IF RESULTING FROM ESD 200'S PARTIAL NEGLIGENCE. THIS INDEMNITY PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LEASE.

ARTICLE VII – DISPATCH SERVICES

County agrees to release ESD 200 from Waller County Sherriff's Office dispatching center. County agrees to allow ESD 200 to transfer dispatching services to Westcom 911 effective October 1, 2025. County agrees to not charge ESD 200 a fee to transfer calls to Westcom 911 as long as ESD 200 provides space pursuant to this agreement to County for the Initial Term of this Agreement to the Waller County Fire Marshal's Office. If such agreement is terminated, the County agrees that is shall charge ESD 200 more than FIFTY THOUSAND DOLLARS (\$50,000) a year to transfer calls for emergency services to Westcom 911.

ARTICLE VIII - GENERAL PROVISIONS

Section 8.01 Notices. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this Agreement shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by U.S. certified or registered mail, return receipt requested, postage prepaid; or (c) sent by nationally recognized commercial overnight delivery service at the following address:

If to ESD 200:	Waller-Harris Emergency Services District No. 200 Attn: President P.O. Box 510
	Waller, Texas 77484
with a copy to:	Ms. Krystine Ramon
1 7	Coveler & Peeler
	820 Gessner, Suite 1710
	Houston, Texas 77024
If to County:	Trey J. Duhon III, County Judge
·	836 Austin Street, Suite 203
	Hempstead, Texas 77445
with a copy to:	

Notwithstanding anything contained in this Agreement to the contrary, any notice required to be given by ESD 200 or County hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

Section 8.02 Submission of Matters to ESD 200 for Approval. Any matter which must be submitted to and consented to or approved in writing by ESD 200 or any matter which must be submitted to the ESD 200 which may become effective if not denied by the ESD 200, as required under this Agreement, shall be submitted to ESD 200 in the manner and to the address of ESD 200 designated for the giving of notice to ESD 200 under Section 8.01 of this Agreement and shall either be approved or rejected by ESD 200 within thirty (30) days after receipt unless a shorter period of time is expressly stated elsewhere in this Agreement. If ESD 200 should fail so to approve or reject within such thirty (30) day period as provided for herein, ESD 200's approval shall be deemed rejected. Upon County written request, ESD 200 shall inform County in writing of its rejection or approval of such submitted matter in the manner and to the address of County designated for the giving of notice to County under Section 8.01 of this Agreement. Any review by ESD 200 of any matter submitted to ESD 200 is for ESD 200's own convenience and purpose only. By undertaking such review, ESD 200 shall not have nor have any liability to County or any other person, including, without limitation, County's insurers and lenders.

Section 8.03 Holding Over by County. County shall not use or remain in possession of the Fire Station or on the Premises after the expiration or termination of this Agreement, nor shall County's assignee. Any holding over, or continued use or occupancy by County or its assignee after the termination of this Agreement, without the written consent of the ESD 200, shall not constitute a tenant-at-will interest on behalf of County or its assignee, but County and or its assignee shall become a tenant-at-sufferance and liable for holdover rent in an amount equal to FIFTY DOLLARS (\$50.00) per foot on an annual basis, plus all other related and necessary expenses, obligations, and payments in effect for the immediately preceding year of this Agreement's term. There shall be no renewal whatsoever of this Agreement by operation of law other than as specified in this Agreement.

Section 8.04 Compliance with Laws. County warrants and agrees that, during this Agreement's term and at its expense: (a) County and its assignee shall conduct its business and activities on or related to the Premises only in full compliance with all applicable laws; (b) County shall neither do or permit any act or omission which could cause the Premises and County's use thereof to fail to be in full compliance with all applicable laws; and (c) County shall neither do or permit any act or omission which could cause any liabilities to exist or be asserted against ESD 200 or the Premises. Without limiting the foregoing, County shall promptly cure all violations of law for which County has received notice or a public notice of violation has been issued and pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any law.

Section 8.05 Environmental Laws.

(a) County warrants and agrees that, during this Agreement's term and at its expense, County shall comply with all Environmental Laws. Such compliance shall include County's

obligation to take Remedial Action when required by such Environmental Laws and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Environmental Law.

- (b) County shall notify ESD 200 promptly in writing if: (i) County becomes aware of the presence or release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises in any quantity or manner which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any material Liability or the obligation to take Remedial Action; or (ii) County receives any written notice, claim, demand, request for information, or other communication from a Governmental Authority regarding the presence or release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises.
- (c) County shall take and complete any Remedial Action with respect to the Premises in full compliance with all laws and shall, when such Remedial Action is completed, submit to the ESD 200 written confirmation from the applicable Governmental Authority that no further Remedial Action is required.
- (d) County shall provide ESD 200 with copies of all tests, studies, notices, claims, demands, requests for information, or other communications relating to the presence or release of any Hazardous Materials at, on, under, over, emanating from, or migrating to the Premises.
- **Section 8.06 Brokerage.** Neither ESD 200 nor County has dealt with any broker or agent in connection with the negotiation or execution of this Agreement. EXCEPT AS LIMITED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, County and ESD 200 shall each indemnify the other against all costs, expenses, attorney's fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under the indemnifying party.
- Section 8.07 No Impairment of ESD 200's Title. County shall not permit the Premises to be used by any person at any time or times during this Agreement's term in such a manner as would impair the ESD 200's title to or interest in the Premises or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription, or other similar claims of, in, to, or with respect to the Premises.
- **Section 8.08 Quiet Enjoyment.** ESD 200 covenants and agrees that, if and so long as County observes and performs each and every covenant, agreement, provision, and condition of this Agreement on the part of County to be observed and performed throughout this Agreement's term, County may peaceably and quietly enjoy the Fire Station without hindrance or interference of ESD 200 or any person acting through ESD 200.

Section 8.09 Limitation of ESD 200's Liability.

(a) If ESD 200 sells, assigns, or otherwise transfers (whether by operation of law or otherwise) all or part of its interests in the Premises or this Agreement: (i) ESD 200 shall be relieved of all obligations and liabilities of ESD200 under this Agreement accruing after the effective date of such transfer; and (ii) the transferee shall be deemed to have assumed all the ESD 200's obligations and liabilities under this Agreement effective from and after the effective date of the transfer.

- (b) ESD 200, its representatives and agents, whether disclosed or undisclosed, shall have no personal liability under or in connection with this Agreement. County shall look solely to ESD 200's interest in the Premises and this Agreement for the satisfaction of County's remedies or to collect any judgment requiring payment of any money by ESD 200.
- **Section 8.10 No Memorandum.** Neither party shall record any memorandum or other evidence of this Agreement in the Real Property Records of the county on which the Premises is located without ESD 200's prior written consent.

Section 8.11 ESD 200 and County Representations and Warranties. ESD 200 and County each represent and warrant that:

- (a) This Agreement has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.
- (b) There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any Governmental Authority that would impair such party's ability to perform its obligations under this Agreement.
- (c) The consummation of the transactions hereby contemplated and the performance of this Agreement will not result in any breach or violation of, or constitute a default under, any other lease or financing agreement.

Section 8.12 No Waiver; Cumulative Rights of ESD 200.

- (a) No failure of ESD 200 to exercise any power given ESD 200 hereunder or to insist upon strict compliance by County with its undertakings, duties, and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of ESD 200's right to demand exact compliance with the provisions contained in this Agreement.
- (b) All rights, powers, and privileges conferred herein upon both parties hereto are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- **Section 8.13 Attorneys' Fees.** Notwithstanding anything in this Agreement to the contrary, in the event of legal action between ESD 200 and County as a result of any alleged default by either party, the prevailing party shall be entitled to reimbursement by the other party for reasonable attorney's fees and costs incurred by the prevailing party in connection with such action.
- Section 8.14 Provisions Are Binding Upon Successors and Assigns. It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this Agreement shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of ESD 200 and County hereto, and shall be deemed and treated as covenants running with the Premises during this Agreement's term. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

Section 8.15 Governing Law. This Agreement shall be governed, construed, performed, and enforced in accordance with the laws of the State of Texas with venue within Waller County, Texas.

Section 8.16 Interpretation and Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. Whenever the singular or plural number, or masculine or feminine gender is used in this Agreement, it shall equally apply to, extend to, and include the other.

Section 8.17 Severability. In the event any provision, or any portion of any provision of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Section 8.18 Time Is of the Essence. All time limits stated in this Agreement are of the essence of this Agreement.

Section 8.19 Efforts. Wherever in this Agreement there is imposed upon ESD 200 the obligation to use best or reasonable efforts or due diligence, ESD 200 shall be required to do so only to the extent the same is commercially reasonable and feasible and otherwise will not impose upon ESD 200 extreme financial or other burdens. ESD 200 shall have no obligation to use best or reasonable efforts or due diligence when the application of such standard of care to persons or circumstances is invalid or unenforceable under applicable law.

Section 8.20 Survival. Any claim, cause of action, liability or obligation arising under the terms of this Agreement and under the provisions hereof in favor of a party hereto against or obligating the other party hereto shall survive the expiration or any earlier termination of this Agreement, notwithstanding any contrary provisions hereof.

Section 8.21 No Agency. Nothing in this Agreement is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Agreement shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided in this Agreement.

Section 8.22 Implied Warranty. ESD 200 AND COUNTY EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR COUNTY'S INTENDED PURPOSE, AND COUNTY'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY ESD 200 OF ITS OBLIGATIONS HEREUNDER, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, COUNTY SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY ESD 200 OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

Section 8.23 Assignment. County shall not sell or assign its rights or responsibilities under this Agreement, nor shall it sublet the Fire Station or any portion thereof. If County's interest in this Agreement is assigned in violation of this provision, such Assignment shall be void and of no force and effect against ESD 200.

Section 8.24 Free Negotiations. ESD 200 AND COUNTY UNDERSTAND, AGREE AND ACKNOWLEDGE THAT:

- (a) THIS LEASE HAS BEEN FREELY NEGOTIATED BY BOTH PARTIES; AND
- (b) THAT, IN ANY CONTROVERSY, DISPUTE, OR CONTEST OVER THE MEANING, INTERPRETATION, VALIDITY, OR ENFORCEABILITY OF THIS LEASE OR ANY OF ITS TERMS OR CONDITIONS, THERE SHALL BE NO INFERENCE, PRESUMPTION, OR CONCLUSION DRAWN WHATSOEVER AGAINST EITHER PARTY BY VIRTUE OF THAT PARTY HAVING DRAFTED THIS LEASE OR ANY PORTION THEREOF.

Section 8.25 Entire Agreement. The making, execution, and delivery of this Agreement by County has not been induced by any representations, statements, covenants, or warranties by ESD 200 except for those contained in this Agreement. This Agreement constitutes the full, complete, and entire agreement between and among the parties hereto; no agent, employee, officer, representative, or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith modifying, adding to, or changing the provisions of this Agreement. No amendment of this Agreement shall be binding unless such amendment shall be in writing, signed by both parties hereto and attached to, incorporated in and by reference made a part of this Agreement.

Section 8.26 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, ESD 200 and County have executed this Agreement as of the Effective Date.

By:		
	Brenda Bundick	
	President	
WAI	LLER COUNTY:	
By:		
	Trey J. Duhon III	
	County Judge	

WALLER-HARRIS EMERGENCY SERVICES DISTRICT NO. 200:



FIRE/EMS STATION #72 -RENOVATION

WH EMERGENCY SERVICES DISTRICT NO.200





MARTINEZ ARCHITECTS PROJECT NO. MA 24021.00 PROJECT ADDRESS: 5411 FM 2855 BROOKSHIRE, TX 77423

DESIGN TEAM

ARCHITECTURAL MARTINEZ ARCHITECTS 900 ROCKMEAD, SUITE 250 HOUSTON, TX 77339 281.800.1023

STRUCTURAL ENGINEER MATRIX STRUCTURAL 1577 RICHMOND AVENUE, SUITE 670 HOUSTON, TX 77056 713.664.0130

MEP ENGINEER EMERALD MEP 410, SUITE 700 SAN ANTONIO, TX 78213 281.832.4323

TECHNOLOGY COMBS CONSULTING GROUP 17806 IH-10W, SUITE 300 SAN ANTONIO, TX 78257 210.689.7887

1 25% CD

2 90% CD - PERMIT

7 ADDENDUM #4 8 ADDENDUM #5

9 ADDENDUM #6

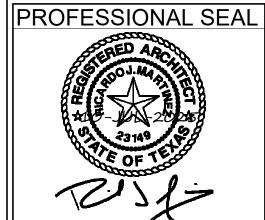
11 ASI#1

12 ASI #2

WATER ENGINEER WATERENGINEERS INC. 17230 HUFFMEISTER RD, SUITE A CYPRESS, TX 77429 281.373.0500

70			0 - 10JAN2025) - PERMIT 21FEB2025	- BID ISSUE	DUM #1 22-APR-	#2 25-APR #6 66 411	#3 28-APK-	#4 30-APR #6 06 MAX	IDUM #6 07-MAY-2025		28-JUL-2025 06-AUG-2025
			25% CD	90% CD	95% CD	ADDEN	ADDEN	ADDENDUM	ADDENDUM	ADDEN	IFC 10-	ASI #12 ASI #2 (
	GENERAL G-000 G-002	COVER (THIS SHEET) LOCATION AND AREA MAPS	X X	X X	X X		X	Χ	X >	X	Χ	X X
	G-201 G-301 G-501	GENERAL REQUIREMENTS SITE CODE ANALYSIS UL ASSEMBLIES	X X X	X X X	X X X						X X X	x -
	G-101 STRUCTURAL	CODE SUMMARY FIRE EXITING AND SEPARATION	X	X	X						X	x x
	S-100 S-101	CONT. GENERAL NOTES, ABBREVIATIONS, SYMBOLS, AND SHEET INDEX GENERAL NOTES	Χ	Χ	Χ						Χ	} -
	S-102 S-200	CONT. GENERAL NOTES, ABBREVIATIONS, SYMBOLS, AND SHEET INDEX FOUNDATION AND MEZZANINE FRAMING PLANS - OVERALL	X X	Χ	Χ				>	(Х	} -
	S-300 S-400	SOUTH ELEVATION FRAMING DETAILS	X X	X X	X X				>	(X X	\
	ARCHITECTURAL AD-100	DEMOLITION SITE PLAN	X		X		X	Χ	>		X	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	AD-101 AD-102 AD-103	DEMOLITION OVERALL FLOOR PLAN DEMOLITION MEZZANINE FLOOR PLAN DEMOLITION PARTIAL REFLECTED CEILING PLAN	X X X	X X	X X X		X		,	(X X	X .
	AD-104 AD-201	DEMOLITION PARTIAL REFLECTED CEILING PLAN BLDG ELEVATION DEMOLITION	X	X X	X			Χ			X	} -
	AS-100 AS-101	OVERALL SITE PLAN ENLARGED SITE PLAN	X X	X	X X		Χ	^	>	X		x \ x \ -
	AS-201 A-101	SITE DETAILS OVERALL FLOOR PLAN	X X	X X	X X			Χ)	(X X	X X
	A-101A A-111	PARTIAL FLOOR PLAN OVERALL EQUIPMENT FLOOR PLAN	X X	X X	X X			Χ	>	(X X	X X X
	A-131 A-141	OVERALL DIMENSION FLOOR PLAN OVERALL PARTITION TYPE FLOOR PLAN	X X	X X	X X		X X		>	(Χ	$X \setminus X$
	A-142 A-151	PARTITION TYPES FLOOR FINISH PLAN	X X	X	X				X >	(X X -
	A-161 A-171	OVERALL REFLECTED CEILING PLAN ENLARGED REFLECTED CEILING PLANS	X	X	X)	(X	Χ	X\X
	A-181 A-201 A-202	ROOF PLAN EXTERIOR ELEVATIONS EXTERIOR ELEVATIONS	X X	X X X	X X X			X X			X X X	X
	A-202 A-221 A-222	INTERIOR ELEVATIONS INTERIOR ELEVATIONS	X X	X X	X X		Χ		X		Χ	(
	A-223 A-301	INTERIOR ELEVATIONS BUILDING SECTIONS	X X		X				χ)			X X X X
	A-311 A-312	WALL SECTIONS WALL SECTIONS	X X	X X	X X		X X		>	(X X	(
	A-313 A-401	WALL SECTIONS LARGE SCALE TOILET PLANS	Χ	Χ	X X				X >	(X X	$X \setminus X$
	A-402 A-403	LARGE SCALE TOILET PLANS LARGE SCALE TOILET PLANS	Χ	Χ	Χ				X >	(Χ	X .
	A-411 A-421	STAIR AND ELEVATOR PLANS AND SECTIONS KITCHEN PLANS	Χ	X	X				X >	(X	(
	A-501 A-502	PLAN DETAILS & SECTION DETAILS PLAN DETAILS & SECTION DETAILS EXTERIOR DETAILS - DOOR MINION & LOUVER DETAILS		X	X		X X				X	$X \setminus X$
	A-521 A-551 A-552	EXTERIOR DETAILS - DOOR, WINDOW & LOUVER DETAILS INTERIOR DETAILS - MILLWORK DETAILS INTERIOR DETAILS - MILLWORK DETAILS		X X X	X X X		X X				X X X	X -
	A-552 A-561 A-562	INTERIOR DETAILS - MILLWORK DETAILS INTERIOR DETAILS - DOOR & WINDOW DETAILS INTERIOR DETAILS - DOOR & WINDOW DETAILS		X X	X X		^					$X \setminus X$
	A-601 A-631	DOOR, WINDOW & LOUVER SCHEDULES MATERIAL SELECTIONS	X X	X X	X X		Χ)	(X	`
	A-801 A-901	OVERALL SIGNAGE FLOOR PLAN/ SIGNAGE DETAILS 3D REPRESENTATIONS AND ISOMETRICS	Χ	X X	X X					(X X	X X X
	PLUMBING P-001	PLUMBING SYMBOLS LEGEND	Χ	Χ	Х						Х	} -
	PD-201 P-100	DEMO PLUMBING PLAN OVERALL PLUMBING PLAN	Χ	X X	X X						X X	x > -
	P-201 P-501	PLUMBING PLAN PLUMBING SCHEDULES AND NOTES	X	X	X						X	/
	P-601 MECHANICAL MEP-201	PLUMBING DETAILS MEP SITE PLAN	Χ	Χ	Χ						Χ	X(-
	M-001 MD-201	MECHANICAL SYMBOLS LEGEND DEMO MECHANICAL PLAN	X X	X X	X X						X X	X .
	M-100 M-201	OVERALL MECHANICAL PLAN MECHANICAL PLAN	X	Х	X						X	
	M-501 M-601	MECHANICAL SCHEDULES MECHANICAL DETAILS	X X	X	X						X	X X
	ELECTRICAL E-001	ELECTRICAL SYMBOLS LEGEND	Χ	Х	Х						Х	} -
	ED-101 ED-201	DEMO LIGHTING PLAN DEMO POWER PLAN	X X	X X	X X						X X	> -
	E-100 E-101	OVERALL LIGHTING PLAN LIGHTING PLAN	X X	X X	X X							x(x)
	E-201 E-401	POWER PLAN EXISTING / DEMO ELECTRICAL ONE-LINE DIAGRAM NEW ELECTRICAL ONE-LINE DIAGRAM	X X	X X	X X						X	(
	E-402 E-501	NEW ELECTRICAL ONE-LINE DIAFRAM LIGHTING SCHEDULES	X		X						X	``
	E-502 E-601 - E-602	ELECTRICAL PANEL SCHEDULES ELECTRICAL DETAILS ELECTRICAL DETAILS	X X	X X	X						X	X X .
10-JAN-2025	SECURITY/ TECHN T000		X	Х	X						Х	^ \
21-FEB-2025 03-APR-2025	TD200 T100	TECHNOLOGY DEMOLITION OVERALL FLOOR PLAN TECHNOLOGY OVERALL SITE PLAN	X X	X X	X X				Χ		X	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
25-APR-2025	T200 T201	TECHNOLOGY OVERALL FLOOR PLAN TECHNOLOGY FLOOR PLAN	X X	X X	X X						X X	(
28-APR-2025 30-APR-2025	T202 T203	TECHNOLOGY OVERALL MEZZANINE FLOOR PLAN TECHNOLOGY MEZZANINE FLOOR PLAN										$\begin{cases} X \end{cases}$
06-MAY-2025 07-MAY-2025	T300 T400	TECHNOLOGY ENLARGED VIEWS TECHNOLOGY TYPICAL DETAILS	X X	Χ	X X						X	\rightarrow -
10-JUL-2025	T401 T402 TS000	TECHNOLOGY TYPICAL DETAILS TECHNOLOGY TYPICAL DETAILS SECURITY SYMBOLS & LEGENID	X X x	X X x	X X x						X X X	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
28-JUL-2025 06-AUG-2025	TSD200 TSD200 TS100	SECURITY SYMBOLS & LEGEND SECURITY DEMOLITION OVERALL FLOOR PLAN SECURITY OVERALL SITE PLAN	X X X	X X X	X X X				Χ		X X X	x .
LULU	TS200 TS201	SECURITY OVERALL SITE PLAN SECURITY OVERALL FLOOR PLAN SECURITY OVERALL MEZZANINE FLOOR PLAN	X	X	X				Л		X	X -
	TS400 TS500	SECURITY TYPICAL DETAILS SECURITY SCHEDULES	X X	X X	X X						X X	x x x
	SCEPTIC 01	COVER SHEET		•	-					X	X	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	02 03	DESIGN CRITERIA & GENERAL NOTES SITE PLAN								Χ	X	} -
	04 05	OSSF AREA PLAN OSSF SPRAY AREA PLAN								X X	X X	} .
	06 07	GREASE TREAP TANK PLAN & DETAILS OSSF TANK AREA PLAN								X X	X X	} .
	08 09	OSSF TANK AREA SCHEMATIC OSSF DETAILS									X X	} -
	EXISTING DRAWIN 1	BUILDING PLANS			X						X	} -
	2 3	CIVIL DRAWINGS FOUNDATION PLANS			X X						X	} -
	4 5	METAL BUILDING PLAN SURVEY			X X						X X	(





LOGO/CONTACT



DESIGN TEAM

<u>ARCHITECTURAL</u> MARTINEZ ARCHITECTS

STRUCTURAL ENGINEER MATRIX STRUCTURAL

MEP ENGINEER EMERALD MEP

WATERENGINEERS INC.

TECHNOLOGY COMBS CONSULTING GROUP WATER ENGINEER

PARTIAL FLOOR PLAN

10-JUL-2025

06-MAY-2025

10-JUL-2025

28-JUL-2025

06-AUG-2025

ISSUE #

1 25% CD

10 IFC

11 ASI#1

12 ASI #2

8 ADDENDUM #5

2 90% CD - PERMIT 21-FEB-2025

3 95% CD - BID ISSUE 03-APR-2025

6 ADDENDUM #3 28-APR-2025

A-101A