

AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (this "Agreement") is made and entered into to be effective as of August 29, 2024 (the "Effective Date"), by and between Amirex Realty Services, LLC located at 5325 Katy Freeway, Suite One, Houston TX 77007, a Texas limited liability company, hereinafter referred to as "Amirex." and HARRIS COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, County desires to use a portion of the parking lot at 6550 Garth Road, Baytown Texas 77021 along Independence Boulevard in front of Boot Barn in Harris County, Texas, for the purpose of a park and ride lot; and

WHEREAS, Amirex, recognizing that public transportation services (park and ride services) will be provided by and through the Metropolitan Transit Authority of Harris County, Texas, hereinafter referred to as "METRO." in accordance with an interlocal agreement with County, is willing to make a designated area of the parking lot available for such use by County on a non- exclusive basis;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows:

I.

Subject to the terms and provisions hereinafter set forth, for a term of one (1) year, beginning August 29, 2024 and ending August 28, 2025, unless sooner terminated in accordance with the provisions hereof, Amirex, recognizing that public transportation services (park and ride services) will be provided by and through METRO in accordance with an interlocal agreement with County, grants, and County accepts, the right to use, on a non-exclusive basis, a designated portion of the parking lot at 6550 Garth Road, Baytown Texas 77021 along Independence Boulevard in front of Boot Barn. The designated area within the parking lot is shown labeled on the site plan attached hereto as Exhibit A and incorporated herein by reference for descriptive purposes, hereinafter referred to as the "Lot". County is permitted to use the Lot on weekdays from 5:30 a.m. to 7:30 p.m. for the purpose of a park and ride lot.

II.

Amirex, in recognition of its civic responsibility, will not charge County to use the Lot for such purpose. The County will not have County owned or County Contractor buses including METRO buses on the Lot. All buses will remain on Independence Boulevard for loading and unloading passengers.

III.

All County amenities including bus stops, signs, shelters, etc. will remain along Independence Boulevard in the City of Baytown Right of Way (R.O.W.). The County and the City of Baytown, through the current County and City of Baytown Interlocal agreement will maintain these above-mentioned amenities.

IV.

The term of this Agreement may be terminated by Amirex or County (through its governing body or its Community Services Executive Director), with or without cause, by giving written notice to the other party at least sixty (60) days prior to the date of termination.

V.

Any notice required or permitted to be given by County to Amirex hereunder may be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Amirex Realty Services, LLC located at 5325 Katy Freeway, Suite One, Houston TX 77007, attention Dr. Amir H. Ahanchian. Any notice required or permitted to be given by Amirex to County hereunder may be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Harris County, Attention: County Judge, Harris County Administration Building, 1001 Preston, 9th Floor, Houston, Texas 77002, with a photocopy thereof to Harris County Community Services Department, Attention: Executive Director, 8410 Lantern Point, Houston, Texas 77054.

VI.

COUNTY AGREES TO INDEMNIFY AND HOLD HARMLESS AMIREX, ITS GENERAL PARTNER AND EACH AFFILIATE, SHAREHOLDER, EMPLOYEE, AGENT, OFFICER, MEMBER, GENERAL OR LIMITED PARTNER OR OTHER HOLDER OF ANY EQUITY INTEREST IN AMIREX OR ITS GENERAL PARTNER FROM AND AGAINST ANY AND ALL LOSSES, COSTS, OBLIGATIONS, LIABILITIES, SETTLEMENT PAYMENTS, AWARDS, JUDGMENTS, FINES, PENALTIES, DAMAGES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COSTS) RELATING TO CLAIMS ARISING FROM THE USE OF THE LOT BY COUNTY, OR COUNTY'S AGENTS, CONTRACTORS, CUSTOMERS, INVITEES, OR OTHER USERS OF THE LOT. COUNTY AGREES TO USE THE LOT AT ITS OWN RISK AND HEREBY

AGREES TO HOLD HARMLESS AMIREX, ITS PARTNERS, OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS FOR ANY DAMAGE OR INJURY ARISING FROM THE USE OF THE LOT BY COUNTY TO THE EXTENT PERMITTED BY TEXAS LAW.

VII.

County shall be entitled to fulfill its obligations with respect to the insurance required hereunder through self-insurance. "Self-insure" shall mean that County is itself acting as though it were the insurance company providing the insurance required under the provisions of this Agreement and County shall pay any amounts due in lieu of insurance proceeds which would have been payable if the applicable insurance policy had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Agreement.

VIII.

Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall impose an obligation on County that would be considered a debt (as that term is used in the Texas Constitution with respect to governmental entities) or that exceeds County's authority to assume such obligation under applicable law.

IX.

AMIREX MAY, BUT HAS NO OBLIGATION TO PROVIDE SECURITY SERVICES, PERSONNEL, EQUIPMENT, SYSTEMS OR PROCEDURES AS AMIREX MAY FROM TIME TO TIME THEN DEEMED TO BE APPROPRIATE. NOT WITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, COUNTY ACKNOWLEDGES AND AGREES THAT AMIREX IS NOT WARRANTING THE EFFICACY OF ANY SUCH SECURITY, SERVICES, PERSONNEL, EQUIPMENT, SYSTEMS OR PROCEDURES, AND THAT COUNTY IS NOT RELYING AND SHALL NOT HEREAFTER RELY ON ANY SUCH SERVICES, PERSONNEL, EQUIPMENT, SYSTEMS OR PROCEDURES. AMIREX SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY PROCEDURES TO PREVENT OR CONTROL CRIMINAL OR SUSPICIOUS ACTIVITY IN, ON, AROUND OR NEAR THE LOT.

[SIGNATURE PAGE FOLLOWS]

AMIREX REALTY SERVICES, LLC

HARRIS COUNTY

By: _____

Name: Dr. Amir H. Ahanchian

Title: Owner and Manager

Date: _____

By: _____

LINA HIDALGO

COUNTY JUDGE

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE

COUNTY ATTORNEY

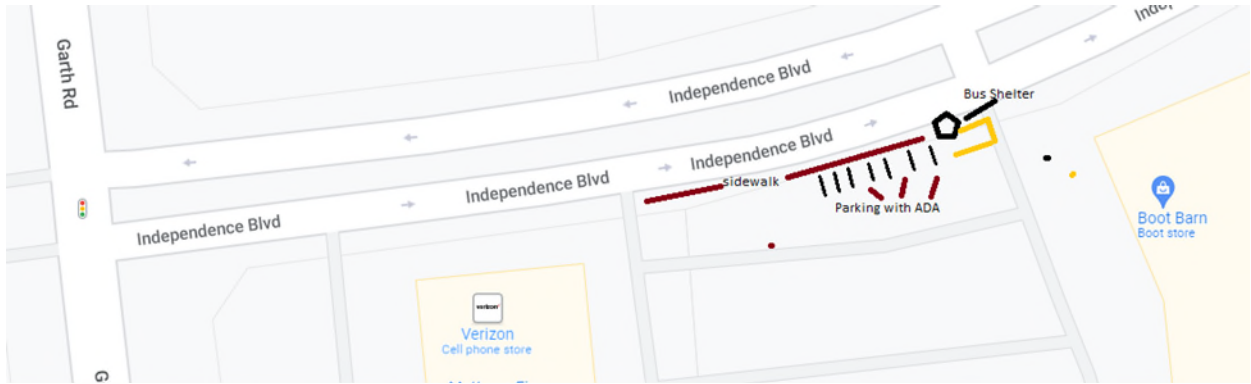
By: _____

Cherelle Sims

Assistant County Attorney

C.A. File 24GEN2373

Exhibit A



ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
HARRIS COUNTY AND AMIREX REALTY SERVICES, LLC**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The County Judge is hereby authorized to execute, for and on behalf of Harris County, an Agreement with Amirex Realty Services, LLC for use of a portion of the parking lot at 6550 Garth Road for park and ride services at no cost to the County. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full, word for word.
2. The Harris County Community Services Department and all other Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.