

HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

May 28, 2021

Honorable County Judge
& Commissioners

SUBJECT: Lease Agreement – 6000 Canal Street

Recommendation that the court approve, and the County Judge execute, a license agreement with Blazer Building Texas, LLC, for use of unimproved land at 6000 Canal Street, Houston, TX. The license agreement is for 12 months. Blazer Building Texas, LLC will pay the County \$2,150.00/month. There is a 30-day termination clause. Precinct 2.

Sincerely,

A handwritten signature in black ink that reads "John R. Blount" followed by a small mark that appears to be "for JRB".

John R. Blount, P.E.
County Engineer

Attachment

Distribution:

Commissioner Adrian Garcia
Mike Lykes
Milton Rahman, P.E.
Tiko Reynolds-Hausman
Faustino Benavidez, P.E.
Misty Rios
Rosalie Brockman
Juan Hernandez
Jose Jimenez
Chris Saddler
Tiffany Harding

LICENSE AGREEMENT

THE STATE OF TEXAS §

§ **KNOW ALL PERSONS BY
THESE PRESENTS**

COUNTY OF HARRIS §

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into by and between Blazer Building Texas, LLC, a Texas limited liability company, with an address at 4001 W. Sam Houston Parkway North, Houston, Texas 77041 (“Licensee”), and Harris County, Texas ("County"), acting by and through its governing body, the Harris County Commissioners Court, with an address at 1001 Preston, Suite 610, Houston, Texas 77002.

RECITALS:

WHEREAS, County is the owner of a parcel of land located at 6000 Canal Street, Houston, Texas 77011 in Precinct 2 (“Property”) which is depicted in Exhibit “A” attached hereto and made a part of for all purposes, the north portion of said Property containing an area of approximately 61,616 square feet of unimproved land (“Licensed Premises”) which is the subject of this Agreement; and,

WHEREAS, Licensee, owns a parcel of land at 5901 Canal Street, Houston, Texas 77011, which is adjacent (“Adjacent Land”) to the Property, as set forth and shown in Exhibit “A” attached hereto; and,

WHEREAS, Licensee has requested from County temporary use of the Licensed Premises during construction of improvements, which Licensee will complete on the Adjacent Land during the term of this Agreement; and,

WHEREAS, County has determined that it may grant and enter into this Agreement with Licensee according to the terms, conditions and good and valuable consideration as set forth herein;

NOW THEREFORE, County and Licensee agree to enter into this Agreement as follows:

Section 1. Grant of License: County hereby grants Licensee, its employees, contractors and agents for the purpose of allowing Licensee to locate and maintain a temporary construction office and a staging area on the Licensed Premises, to support Licensee's construction proceeding on the Adjacent Land, and to have access, ingress and egress over, on, along, across, over, to and through the Licensed Premises for its officers, employees, agents and contractors. under all terms and conditions set forth herein. During the term of this Agreement, County shall have and retain the right of ingress, egress and access to the Licensed Premises to make reasonable inspections and perform maintenance, construction or repair on the Licensed Premises, as shall be determined within its sole discretion. County, however, shall have no responsibility for the equipment, inventory or temporary structures placed on the Licensed Premises by Licensee. Furthermore, County shall have no responsibility or repair of the Licensed Premises during the term of this Agreement. Licensee shall be solely responsible for the maintenance or repair of the Licensed Premises during the term of this Agreement. Licensee shall be responsible for any expenses or costs required on the Licensed Premises for Licensee's need or use thereof, and further acknowledges County shall have no obligation to expense, encumber or certify any funds in entering into or for this Agreement. Upon termination of this Agreement, Licensee shall leave the Licensed Premises in as good or better condition as it was when Licensee first entered onto the Licensed Premises at the commencement of this Agreement.

Section 2. Term: The term of this Agreement ("Term") shall be for a period of 12 months; subject, however to Termination as set forth in Section 10 herein.

Section 3. Payment: Licensee shall pay County \$2,150.00/month in advance for each month this License Agreement shall be in force, until terminated, or the Term shall expire.

Section 4. Non-Exclusive: This Agreement is non-exclusive and is subject to any public or private easements, licenses, permits, encroachments, leases or other pre-existing interests located under, over, on, along, encroaching or across the Licensed

Premises, including any such interests which may be granted by or to the County in the future. Licensee may consent to no such grant of rights of any kind upon or affecting the Licensed Premises during the term of this Agreement, without the express written permission of the County.

Section 5. Environmental: Licensee shall not use or permit the use of the Licensed Premises for any purpose that may be in violation of the environment or environmental law, including, without limitation, the comprehensive environmental response compensation and liability act of 1980 ("CERCLA") the resource conservation and recovery act of 1976 ("RCRA"), and the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Licensed Premises will not result in the disposal or other release of any hazardous substance or solid waste on the Licensed Premises, and that it will take all steps necessary to ensure that no such hazardous substances, liquids, materials or solid waste will ever be discharged onto the Licensed Premises. **LICENSEE SHALL INDEMNIFY AND HOLD COUNTY HARMLESS AGAINST ALL COSTS, EXPENSES AND ENVIRONMENTAL CLEAN UP TO THE LICENSED PREMISES RESULTING FROM LICENSEE'S USE THEREOF UNDER THIS LICENSE AGREEMENT.**

Section 6. Mechanic's Liens not permitted: Licensee shall fully pay all labor and materials used in, on or about the Licensed Premises and will not permit or suffer any mechanic's or material man's liens of any nature to be affixed against the Licensed Premises by reason of any work done or materials furnished to Licensee at the Licensees' instance or request.

Section 7. Compliance with Law: Parties agree to abide by and be governed by all laws, regulations actions and ordinances of any and all governmental entities having jurisdiction over the Parties or the Licensed Premises.

Section 8. Indemnification and Insurance: Licensee shall defend, protect, hold and keep County forever harmless and indemnified against and from any penalty, or any damage or charge, imposed for any violation of any laws, ordinances, rules or regulations arising out of the use of the Licensed Premises by the Licensee, whether occasioned by the neglect of Licensee, its employees, officers, agents, contractors or assigns or those holding under Licensee. Licensee shall at all times defend, protect and hold harmless against and from any and all loss, cost, damage, or expense, including attorney's fees arising out of or from any accident or other occurrence on

or about the Licensed Premises causing personal injury, death or property damage resulting from use of the Licensed Premises by Licensee, its officers, employees, agents, contractors, customers and invitees, except when caused by the willful misconduct or negligence of County, its officers, employees, or agents, and in such case only to the extent of the proportion of any fault determined against County for its willful misconduct or negligence. Licensee shall at all times defend, protect, indemnify and hold County harmless against and from any and all loss, cost, damage, or expense, including attorney's fees arising out of or from any and all claims or causes of action resulting from Licensee's use of the Licensed Premises, or for any failure of Licensee, its officers, employees, agents or contractors in any respect to comply with and perform all the requirements and provisions hereof.

Section 9. Insurance: Licensee shall acquire and maintain through the term of this Agreement at its sole cost and expense, insurance on the Licensed Premises and County protecting against any and all liability for injury to or death of a person or persons occasioned by or arising out of or in connection with the use or occupancy of the Licensed Premises, the coverages and limits of such policy or policies to be not less than the amounts set forth below:

- | | | |
|----|---------------------------------------|---|
| A. | Worker's Compensation _____ | Statutory Limits |
| | Employer's Liability _____ | \$1,000,000.00 |
| B. | Comprehensive General Liability _____ | \$1,000,000.00 |
| | Bodily Injury _____ | with respect to any one occurrence and |
| | Property Damage _____ | \$250,000.00-contents |
| | | with respect to the annual policy aggregate |
| C. | Umbrella or Excess Liability _____ | \$5,000,000.00 per occurrence |
| | | \$5,000,000.00 aggregate |

Section 10. Termination: This Agreement may be terminated in any of the following ways:

1. Written agreement of both County and Licensee.
2. By County giving Licensee thirty (30) days prior written notice.
3. By County upon Licensee's failure to perform its obligations as set forth in this Agreement.
4. By County conveying, assigning, vacating, closing or demobilizing, all or any part of the Licensed Premises.

Section 11. Duties of Licensee: Licensee must not access Norwood Street nor excavate on the Licensed Premises. Licensee shall only use the Licensed Premises to place a temporary office structure and to use as a staging area. Neither Licensee nor its operations during the term hereof, shall interfere with County's use of the adjacent parking lot situated on the south portion of the Property. Furthermore, Licensee shall exercise care during the Term of this Agreement to ensure no trespass, incursion, theft, destruction, damage or nuisance occurs on, in, to or about the Licensed Premises.

Section 12. Non-Assignability: Licensee understands the license granted by this Agreement, shall not be assigned or sublicensed by Licensee, without the express written approval of the County.

Section 13. Notices: Any notice provided or permitted to be given under this Agreement ("Notice") must be in writing and may be served by (a) depositing same in the United States mail, certified and addressed to the party to be notified; (b) delivering the same in person to such party; or (c) sending same by electronic mail ("Email"). Notice given by mail shall be effective upon deposit in the United States mail and Notice delivered in person or sent by Email shall be effective upon receipt. The addresses for Notice are as follows:

COUNTY: Harris County Judge
1001 Preston, 9th Floor
Houston, Texas 77002

with a copy thereof to:
Facilities & Property Maintenance
ATTN: Director
1310 Prairie, 13th Floor
Houston, Texas 77002

LICENSEE: Blazer Building, LLC
4001 W. Sam Houston Parkway North
Houston, Texas 77041

Section 14. Real Property Interest: Licensee hereby acknowledges and agrees that this Agreement does not confer upon Licensee any right, title, or interest in or

to the Licensed Premises or Property, as tenant or otherwise, and Licensee hereby expressly disclaims any such right, title, or interest in the Licensed Premises or Property.

Section 15. Security: County shall have no obligation to provide any security, lighting, or any other services for the Licensed Premises; it being agreed that any security required by Licensee shall be provided by Licensee at its sole cost and expense.

Executed this _____ day of _____, 2021.

LICENSEE:

Blazer Building Texas, LLC

By: 

Its: VILE PRESIDENT

Name (Printed): CHAD E. HILLMAN

AGREED TO AND ACCEPTED this ____ day of _____, 2021
by Harris County

GRANTEE:

Harris County

By: _____
Lina Hidalgo, County Judge

APPROVED AS TO FORM:

Christian D. Menefee
County Attorney

By: Kevin Mason
Kevin E. Mason
Assistant County Attorney
CAO File No. 21RPD103

EXHIBIT A



