

Bond Case Briefs

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Lubbock County Water Control and Imp. Dist. v. Church & Akin, L.L.C.

Supreme Court of Texas - July 3, 2014 - S.W.3d - 2014 WL 2994645

Commercial tenant of marina sued landlord, which was county water control and improvement district, for breach of contract, alleging that landlord had no right to terminate lease. Landlord filed plea to the jurisdiction asserting governmental immunity. The District Court denied plea. Landlord filed interlocutory appeal. The Court of Appeals affirmed. Landlord petitioned for review, and review was granted.

The Supreme Court of Texas held that:

- Lease's restriction that premises were to be used only as a marina did not waive landlord's immunity from suit;
- Lease's clause that stated marina would issue catering tickets did not waive landlord's immunity from suit; and
- Tenant's agreement to pay profit-based rent did not trigger waiver of landlord's governmental immunity from suit.