

STATE OF TEXAS §

COUNTY OF WEBB §

FIVE YEAR (5YR.) PROPERTY LEASE
Webb County/Laredo Rifle & Pistol Club U.S. Hwy. 59 Lease
Located in Porcion 28 and 27, containing approximately 130.72 acres

This lease made this 3rd day of November, 2014, but made effective retroactively to November 1, 2014 by and between WEBB COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as **LESSOR** acting herein by and through Danny Valdez, its County Judge, as authorized by the Commissioners Court of Webb County, Texas, and THE LAREDO RIFLE & PISTOL CLUB, INC., a Texas Corporation, whose address is _____ Laredo, Webb County, Texas 7804__ hereinafter referred to as **LESSEE**.

RECITALS

WHEREAS, the LESSOR is the record owner of the herein described lands; and

WHEREAS, the LESSOR may lease said lands for any valid public purpose; and

WHEREAS, LESSOR has received a request from the Lessee to enter into a lease to use the subject real property for a public Rifle and Pistol Range; and

WHEREAS, LESSEE in consideration of reduced rent shall covenant and agree to provide a public purpose and benefit to the local and area youths and youth organizations by providing youth hunter safety, firearms, and/or archery safety and training courses on how to use and handle firearms and/or archery equipment safely

WHEREAS, LESSEE was duly awarded this lease at a meeting of the Webb County Commissioners Court held November 10, 2014 at which same time this lease was approved.

NOW, THEREFORE, the parties hereby agree as follows:

I.
DEMISE OF PROPERTY

That LESSOR, in consideration of the reduced fair market rentals herein reserved and agreed to be paid to it by LESSEE, and of the terms, Covenants and conditions herein contained to be observed, kept, and performed on the part of the LESSEE, has LEASED, LET AND DEMISE unto LESSEE, the surface of the following described land in Webb County, Texas, to wit:

A Tract of land containing "The Surface Only" of a tract of land containing approximately 80.00 acres of land, more or less but called 130.00 acres on metes and bounds description; Beginning at a post in fence corner on

the East right-of-way of U.S. Highway No. 59 on the North line of Porcion No. 28 and the South line of Porcion No. 27 said post bears East 11,877.8' from the Northwest corner of Porcion 28 and the Southwest corner of Porcion No. 27;

Thence N 50 13' E continuing along the East right-to-way fence of U.S. Highway 59 at 1642.0' a point for the Northwest corner of this tract and the point of beginning.

Thence N 50 13' E continuing along the East right-to-way fence of U.S. Highway 59 at 2695.0' a point for a deflection hereof;

Thence N 41 43' E along said right-of-way fence at 931.0' a post in fence corner on the North line of Porcion No. 27 and the South line of Survey No. 1198 for the North corner hereof;

Thence East along a fence and the North line of Porcion No. 27 and the South line of Survey 1198 at 243.5' a post in fence corner for the Northeast corner of this tract and the Southeast corner of Survey 2214 on the North line of Porcion 27;

Thence S 00 45' W along a very old fence at 3470.4; a post in fence corner for the Southeast corner of this tract on the North line of Porcion N. 28 and the South line of Porcion 27;

Thence West along the North line of Porcion No. 28 and the South line of Porcion No. 27 at 2757.5' for the southwest corner hereof;

Thence N 7 25; W at 1016' to the point of beginning excepting here from the 28 acres presently utilized as the City of Laredo Landfill site as per attached plat marked Exhibit – "A".

(Lessor and Lessee agree that each aknowledge of the location and boundaries of said land and each waives a new formal metes and bounds description thereof.)

For use as a PUBLIC RIFLE AND PISTOL RANGE purposes only, and subject to the terms of any valid and subsisting oil, gas, mineral leases and geophysical exploration agreements covering said land or any part thereof now of record in Webb County, Texas, and to any oil, gas, mineral leases and geophysical exploration agreements that may be made in the future by LESSOR covering said lands, or any part thereof, on the following terms and conditions.

1) LESSOR COVENANTS TO PERFORM THE FOLLOWING:

- a) Lessor will furnish to the Lessee all of the facilities located on such land which includes clubhouse, barbeque pits, concession stand and all target facilities.
- b) Lessor will provide adequate personnel to maintain and clean the area and keep such area attractive;
- c) Lessor will furnish all utilities

2) LESEE COVENANTS TO PERFORM THE FOLLOWING:

- a) Lessee will provide, through its own efforts proper persons who can instruct Girl Scouts or Boy Scouts in Safe handling of firearms, this to be at no charge to girl or Boy Scout organizations; however, Lessee will not be obligated to furnish ammunnition or guns to any Girl Scout or Boy Scout organizations;

- b) Lessee will make available the facilities to the various components of the National Guard of the State of Texas or any other State, any active or reserve unit of the various Armed Forces of the United States of America, at a time and pace that is convenient to both, and no charge will be made to such organizations, other than small fee for the targets or target paper is furnished to such organizations;
- c) Lessee will make available the facilities to the various federal, state, county and city law enforcement agencies, providing such organizations will also pay for target materials used, if any, and Lessee will agree to schedule these different organizations, service units or law enforcement agencies in a matter so that they will not interfere with other organizations upon written request to the Lessee at least 30-days prior to scheduled event.
- d) Lessee further covenants that the direction of fire for the range shall be in such a direction that it will be impossible for a bullet to be fired out of the area described in metes and bounds;
- e) Lessee further agrees to keep the premises in good repair, ordinary wear and tear excepted, and to keep in force an insurance policy of no less than Two Million Dollars, (\$2,000,000.00) coverage for general liability with an additional Five Million Dollar (\$5,000,000.00) umbrella coverage, which insurance policy shall be required to name Webb County, Texas as an additional named insured party to be covered under the policy, and Lessee's officers and members shall be required to provide a signed indemnification agreement to indemnify Webb County, Texas and its offices, from any accidents and/or actions that might arise by the use of such premises by Club Members or any other person whether authorized or unauthorized. Lessee agrees that the premises will be used as a rifle and pistol range and that the clubhouse will be used as a meetinghouse, a place of instructions, or social function for the club. (No beer nor any other alcoholic beverages will be allowed on the firing lines.) Lessee is hereby allowed to sell refreshments to the public.

II. TERM

The term of the lease shall be for a FIVE YEAR (5yr.) annual term, commencing retroactively on the 1st day of NOVEMBER, 2014 thru OCTOBER 31, 2019, and/or until Lessor and/or Lessee agree to cancel and/or terminate this lease as provided for herein. The actual commencement date may not commence earlier and such lease shall not commence until Lessee has provided to Lessor and this lease is made expressly subject to the Lessee having complied with the required minimal liability insurance coverage policy and policy coverage limits to the satisfaction of Lessor,

as well as having the Lessor named as an additional named insured party under the liability insurance policy and coverage requirements as set forth herein-below.

~~III. OPTION TO EXTEND~~

~~LESSEE shall have the right to and option to re-let the premises for an additional two (2), two year (2yr.) terms, under the same terms and conditions as agreed to hereunder, provided that LESSEE provides written notice to LESSOR of LESSEE's intention to do so no later than six (6) months prior to the expiration of the primary lease term. Notice by any other means shall not operate to invoke the provisions of this article.~~

III. RENTALS

LESSEE shall pay LESSOR an agreed reduced monthly fair market rent during the term of this lease, the sum of ONE THOUSAND and 00/100 Dollars (\$1,000.00) per month, which amount shall be payable to LESSOR at Laredo, Webb County, Texas, in regular monthly rental installments of the same rental amount during the primary term of this lease. LESSEE in consideration of reduced fair market rent shall covenant and agree to provide a public purpose and benefit to the local and area youths and youth organizations by providing youth hunter safety, firearms, and/or archery safety and training courses on how to use and handle firearms and/or archery equipment safely on site by a certified firearms training instructor. *The Laredo Rifle and Pistol Club, for and as additional safety measures for the public, youth, and/or the adjoining property owners and as consideration for the lease and the reduced fair market rental amount, hereby covenants and agrees that the Club shall be required to provide an ON-SITE certified and trained firearms SHOOTING RANGE MASTER at all times during business hours and shall provide for Texas Parks & Wildlife Commission sponsored Hunter Safety Education Courses to be taught on site for the benefit of all Webb County and/or local or regional youths, youth clubs, and/or youth type sponsored events. LRPC shall provide for trained firearms instructors to conduct youth firearms training programs on as-need basis, but shall be required to provide such youth firearms training programs not less than four times a year.* This lease is also made subject to Lessee prohibiting *ANY AND ALL AUTOMATIC WEAPONS FIRING, and ANY AND ALL 50 CALIBER BMG rifle shooting,* and related safety measures. However .50 caliber pistol and .50 caliber muzzleloader rifles will be allowed to continue to be used at the demised premises.

The first such installment being payable on or before the first day of the term of this lease, and all such remaining monthly rental payment installments being due and payable on or before each anniversary date thereafter until fully

paid past due rentals shall bear interest at the rate of ten percent (10%) per annum from its due date LESSEE covenants and agrees with LESSOR to pay all installments of rent and interest incurred All rentals shall be paid to LESSOR by certified and/or cashier's check payable to:

Webb County Treasurer's Office
1110 Washington St., Ste 202
Laredo' Texas 78040

**IV.
PUBLIC RIFLE AND PISTOL RANGE OPERATIONS ONLY ON SUBJECT PROPERTY**

Operations by LESSEE on subject property shall be limited to the operation of a PUBLIC RIFLE AND PISTOL SHOOTING RANGE AND RELATED USES ONLY. LESSEE agrees not to use all or part of the leased premises or any improvement situated upon the leased premises for any other use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, or other lawful authority having jurisdiction over the leased premises.

**V.
IMPROVEMENTS**

LESSEE shall, at his sole cost and expense, shall provide for not less than 2 ADA (Americans w/Disabilities Act) compliant portable and/or permanent restrooms, one for men and one for women. Lessee at their sole cost and expense shall replace the perimeter fences that are in poor condition. LESSEE shall contact abutting landowners regarding to participation in the cost of the replacement of the fences and in the event the abutting landowners do not participate LESSEE shall maintain and repair the fences so that they are strong enough to hold and turn cattle. LESSEE shall, at his sole cost and expense, have the right at any time and from time to time during the term of this lease to erect, maintain, alter, remodel, reconstruct, rebuild or replace buildings or other improvements on the leased premises, including but not limited to: buildings, fences, improvements, water tanks, water lines, water storage facilities, dwellings, existing roads, as well as undertaking brush control and grass seeding measures, subject to the following general conditions:

- a). Any and all improvements (excluding routine maintenance and upkeep) must have the prior approval of LESSOR.
- b). The cost of any such work shall be borne and paid for the LESSEE.
- c). The leased premises shall at all times be kept free of mechanics and materialmen's liens.
- d). LESSOR shall be notified in writing of the time of commencement and general nature of any such work, other than routine maintenance of existing buildings or improvements, at the time of commencement.

VI.
LIMITED USE OF SHOOTING RANGES AND/OR EXISTING IMPROVEMENTS

LESSEE shall be restricted to using only a.) 200 yard rifle range, b.) 50 yard pistol range, and c.) 20 yard plinking range. Lessee further covenants and agrees to shut down the 500 yard/meter rifle ranges immediately and shall post appropriate signage indicating that the 500 yard/meter rifle ranges is closed and not operational. Lessee further covenants and agrees to realign the 100 yard rifle range to shoot from the west to east current direction and realign it to shoot from north to the southern portion of the demised premises in a timely manner, subject to prior review and approval of the proposed locations by the Webb County Engineer, for the realigned 100 yd. rifle target range.

LESSEE, further covenants and agrees that it shall take ongoing and needed repairs, maintenance, and/or other adequate measures to repair, reconstruct and/or increase the size, height and width of all rifle, and/or plinking shooting protective berms in a timely manner upon written notice as provided for herein in the event of any future hazards, and/or dangers to the public, children, LRPC's members, guests, and/or adjoining property owners due to inadequate berm heights, and/or stray bullets due to inadequate berm heights.

LESSEE, hereby covenants and agrees to take good care of the leased premises and all fences and improvements thereon to the sole satisfaction of LESSOR, LESSEE shall keep all improvements and fences,

LESSEE shall take good care of the leased premises and all fences and improvements thereon to the sole satisfaction of LESSOR, LESSEE shall keep all improvements and fences, at LESSEE's sole expense, in good repair and order and shall not, to the best of his ability, permit or allow waste or damage to be committed or permitted on any portion of said premises or improvements.

LESSEE agrees to maintain the fences now existing upon, across and around said property and leave them in as good a condition upon termination of this lease as they are now in, reasonable wear and tear expected. LESSEE further agrees that he will cause said fences herein leased to be maintained in such a state as can be reasonable expected to turn cattle.

VII.
OWNERSHIP OF BUILDINGS, IMPROVEMENTS, AND FIXTURES

All repairs, additions, equipment, fixtures and improvements made, placed or installed by LESSEE in, about or upon the leased premises (except personal property belonging to LESSEE and not attached to the premises) shall

immediately become the property of LESSOR, and shall remain upon and be surrendered with the leased premises as a part thereof upon the termination or expiration of this lease.

VIII. UTILITIES

LESSEE shall pay or cause to be paid all charges for water, heat, gas, electricity, and all other utilities used by LESSEE on the leased premises throughout the term of this lease, including any connection fees.

IX. INSPECTION BY LESSOR

LESSEE shall permit and allow LESSOR's designated officials, agents, representatives, and officers in and upon said demised premises from time to time to inspect same.

X. INSURANCE AND INDEMNIFICATION

Insurance on Buildings and Improvements

At all times during the term of this lease, it shall be the responsibility of LESSEE to keep all buildings and other improvements located or being constructed on the leased premises insured against loss or damage by fire, with extended coverage endorsement or its equivalent in an amount not less than \$150,000.00.

Liability Insurance

At all times during the term of this lease, LESSEE shall provide and keep in force liability insurance covering LESSOR, as an additional insured, and LESSEE for liability for property damage and personal injury. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by LESSEE and approved by LESSOR, and shall be paid for by LESSEE. The insurance provided pursuant to this section shall be in the amount of not less than \$100,000.00 for property damage and not less than One Million Dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for one accident for personal injury, with a \$5,000,000.00 umbrella policy for a total of \$7,000,000.00 in total aggregate insurance liability coverage. This insurance shall protect LESSOR and LESSEE against liability to any employees or servants of LESSEE and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the leased premises.

LESSEE shall keep and maintain at all times proper liability insurance coverage with five million dollar (\$5,000,000.00) excess/umbrella policy limit. LESSEE shall place appropriate signage requiring all minors to be

constantly supervised and always accompanied by an adult, and LESSEE shall be responsible for requiring all members, guests and/or employees, officers and/or agents to execute, on forms provided by LESSOR, such hold harmless and releases of liability and covenants not to sue, as LESSOR desires. It is further understood and agreed by the parties hereto that violation of any criminal laws by LESSEE, assignees, sub-lessees or invitees shall result in the immediate termination of this lease.

All concealed firearms instructors that are members of the Club, shall be required to have their own individual liability insurance coverage for not less than Two Million and 00/100 Dollars (\$2,000,000.00), and as a condition of allowing them the use the demised premises, each and every individual certified concealed firearms training instructor shall be required to provide proof of such individual liability insurance coverage, and shall be required to name the Laredo Rifle & Pistol Club, Inc., and Webb County, Texas as named additional insured third party beneficiaries under such liability insurance coverage, and shall additionally be required to immediately notify LRPC, and/or Webb County in writing within 3 working days, in the event of any partial and/or complete loss of liability insurance coverage. All concealed firearms instructors that are members of the Club, shall be required to provide written valid proof satisfactory to Lessor, and LRPC prior to be allowed to teach any concealed firearms training on the demised premises.

Indemnification of Lessor

LESSOR shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the leased premises, or any part of the leased premises, or caused by any defect in any building, structure improvement, equipment, or facility on the leased premises or caused by or arising from any act or omission of LESSEE, or of any of its agents, employees, licensees, or invitees, or by or from any accident, fire or other casualty on the land, or occasioned by the failure of LESSEE to maintain the premises in safe condition. LESSEE waives all claims and demands on its behalf against LESSOR for any such loss, damage, or injury, and agrees to indemnify and hold LESSOR entirely free and harmless from all liability for any such loss, damage, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any such loss, damage or injury.

**XI.
SALE OF SUBJECT PROPERTY**

This lease is subject to the condition that LESSOR reserves the right to sell the land covered hereby or any part thereof, and any such sale may, at LESSOR's option, be either subject to this lease or free and clear thereof; in which latter event LESSEE shall be refunded the proportionate part of unearned installments of rentals previously paid, and shall be given a reasonable time within which to remove his stock and personal property from the premises.

**XII.
ABANDONMENT BY LESSEE**

In the event said demised premises is abandoned or vacated by LESSEE, LESSOR shall have the right, but not the obligation, to lease the same for the remainder of the period covered hereby; and if rent is not received through such leasing in an amount at least equal to the rent provided for hereunder, LESSEE shall pay and satisfy any deficiency which might exist between the amount of rent herein provided for and that received through such leasing, and all expenses incurred by LESSOR by reason thereof. LESSOR shall have the right to treat such abandonment or vacation of the premises as a breach of this agreement, and LESSOR may, at its option, enforce any and all rights granted to it hereunder including, but not limited to, termination of this lease.

**XII.
LEASE TERMINATION/TERMINATION ON DEFAULT**

This lease may be cancelled by LESSOR, with THIRTY (30) days notice to Lessor at address as provided for herein. In the event LESSEE shall make default in the payment of any installment of rent when due, or in the performance or observance of any of the covenants and conditions herein contained, LESSOR may, at LESSOR's discretion; declare this lease terminated, and LESSOR's agents, officers and representatives shall have the power to immediately enter upon and hold, occupy and repossess by law and expel and remove LESSEE and all persons or property occupying said premises, using such force and means as LESSOR may consider necessary without being liable to LESSEE for any damages that might be considered thereby.

**XIV.
POSSESSION AT TERMINATION**

LESSEE shall at the termination of this lease by lapse of time or otherwise, surrender and yield to LESSOR immediate peaceful possession of the leased premises together with all additions and improvements thereto, in good condition, reasonable and ordinary wear and tear expected.

**XV.
CUMULATIVE REMEDIES**

All rights, interests, privileges and remedies herein contained as well as existing by statute, in law and in equity, shall be cumulative and not exclusive; LESSOR shall have the authority to pursue such rights, remedies and privileges as it desires and in such order as it might elect.

**XVI.
LEGAL CONSTRUCTION**

If it shall be determined that any of the agreements or provisions hereof are invalid, illegal or unenforceable, the same shall not affect the other terms, covenants or agreements herein contained, and this agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained in the lease.

**XVII.
BANKRUPTCY**

Neither bankruptcy, insolvency, assignment for the benefit of creditors, nor the appointment of a receiver shall affect his lease so long as LESSEE and LESSOR or their respective successors or legal representatives continue to perform all covenants of this lease.

**XVIII.
WAIVER**

No waiver by either party of any default or breach of any covenant, condition or stipulation contained in this lease shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation of this lease. No act or omission of any official, agent, servant, officer or employee of LESSOR shall act as a waiver of any term or condition herein unless authorized by proper order of the Commissioners Court of Webb County, Texas.

**XIX.
ASSIGNMENTS/SUB-LEASES**

Except as provided herein, LESSEE shall not assign mortgage, pledge or hypothecate all or any portion of this lease or sublet said demised premises in whole or in part or use any portion of said demised premises for any purpose of business other than the purpose for which the premises are leased as stated above, without first obtaining the written consent of the Commissioners Court of Webb County, Texas.

**XX.
PARTIES BOUND**

This agreement shall be binding upon and inure to the benefit of the parties to the lease and the terms hereof shall extend to the assigns of LESSOR, and to the heirs, personal representatives, assigns and subtenants of LESSEE, provided, however, that LESSEE shall not assign or sublet any rights hereunder without previous written consent of LESSOR as hereinabove set out.

**XXI.
PRIOR AGREEMENTS**

This agreement constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.

**XXII.
MODIFICATIONS**

This contract may not be modified changed or altered except by written agreement by both parties and approved by order of the Commissioners Court of Webb County, Texas.

**XXIII.
APPLICABLE LAW**

This contract is made and entered into in Laredo, Webb County, Texas, and shall be performable at Laredo, Webb County, Texas. The laws of the State of Texas shall apply to any dispute hereunder.

**XXIV.
NOTICES**

Any and all notices required to be given under this contract shall be delivered by either personal deliver or mailing to the respective party as follows:

To Lessor:
County Judge/County Treasurer
1000 Houston Street
Laredo, Texas 78040

To Lessee:
Laredo Rifle & Pistol Club c/o
Mr. Antonio Garza, President
3006 Stone Ave.
Laredo, Texas 78040
Cell Ph. (956) 206-0867
Fax (956) _____
E:Mail; _____

**XXV.
MULTIPLE COUNTERPARTS**

This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to provide or account for more than one such counterpart.

IN WITNESS WHEREOF, Webb County, Texas, has caused this instrument to be executed in its behalf by Hon. Danny Valdez, its County Judge, duly authorized by majority vote of the Commissioners Court of Webb County, Texas, at their monthly commissioner's court meeting held on November 3, 2014, but this lease terms shall hereby be made effective retroactively to November 1, 2014.

**LESSOR:
LAREDO RIFLE & PISTOL CLUB, INC.
A TEXAS CORPORATION**

**LESSEE:
WEBB COUNTY, TEXAS
A Political Subdivision of the State of Texas**

**ANTONIO GARZA, PRESIDENT
Signed ____ day of November, 2014.**

**DANNY VALDEZ
WEBB COUNTY, JUDGE
Signed ____ day of November, 2014.**

ATTEST:

Margie R. Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).