

LEASE AGREEMENT

THIS AGREEMENT, made this 17th day of November, 2014 by and between the City of Laredo, a Municipal Corporation, hereinafter called "Lessor" and the Webb County Head Start Program, hereinafter called "Lessee", witnesseth:

That Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, has leased the following described real property, located on 2802 McDonell Avenue in the City of Laredo, County of Webb, State of Texas, being a tract of land described to-wit as:

Lots 5 & 6, Block 113, Eastern Division,
City of Laredo, Webb County, Texas.

To have and to hold unto said Lessee on the following terms and conditions:

1. **TERM:** The term of this lease shall be for FIVE (5) YEARS beginning upon full execution and this may be renewed for One (1) Five (5) year option period at Lessee's option upon written notification to Lessor.
2. **RENTAL:** Lessee covenants and agrees to pay to Lessor as rent for the said premises the sum of Four Hundred Dollars (\$550.00) per month, which rental shall be paid as follows: 1st day of each month, upon execution of this lease, and the same amount on the same date each subsequent month thereafter until the termination of the lease. Lessee further covenants and agrees to maintain the leased premises in a clean and attractive manner including the landscaping thereof. Payments to be made by check to the City of Laredo c/o Real Estate Division, Dept of Community Development.
3. **PURPOSE:** Said land shall be used by the Lessee to provide such services as the Head Start Program and any other related services necessary to carry out the goals and objectives of the Lessee and for no other purpose whatsoever without the written consent of Lessor first had and obtained.
4. **IMPROVEMENTS:** Lessee may, at Lessee's sole cost and expense, make such changes, alternations or improvements (including the construction of buildings) as may be necessary to fix existing needs; provide however, that no change, alternation or improvement may be so made without the prior written approval of the City Manager; and all buildings, fixtures and improvements of every kind and nature whatever installed by the Lessee shall remain the property of Lessee, who may remove the same upon termination of the lease, provided that such removal shall be done in such a manner as not to injure or damage the demised premises; and provided further, that should Lessee fail to remove said buildings, fixtures or improvements as above provided, Lessor at its option, may require Lessee to remove the same. In the event that Lessee shall fail to remove said buildings, fixtures and improvements after receipt of notice from Lessor, Lessor may remove the same and dispose of the same as it sees fit, and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said buildings, fixtures, improvements and any personal property not removed by Lessee, for the sum of ONE DOLLAR (\$1.00).
5. **RESERVATIONS BY LESSOR:** The Lessor reserves the right to require and make modifications to the leased land for the benefit of the public as Lessor determines and for such purpose the Lessor shall have right of ingress to and egress from the leased land to make any such modification. The Lessor further reserves the right to maintain all current utility lines located in the leased premises. The Lessor further reserves the right to construct

additional utility lines either by itself or by its licensees or franchisees in and through the leased land, such construction or installation of any additional utility lines must be preceded by fifteen (15) days written notice to Lessee. Any maintenance or construction work done by Lessor or its licensees or franchisees will be done with an effort to minimize any damage to or interference with any improvements hereinafter installed on the leased land by the Lessee; however, it is understood and agreed by Lessee, that in no event shall Lessor be responsible to Lessee for any damage to the leased premises or for any damage to the leased land or for any interference with its use by Lessee, arising out of any maintenance, construction or installation of utility lines on the leased land whether by Lessor or its licensees or franchisees.

6. **REPAIRS-MAINTENANCE:** Lessee represents that Lessee has inspected and examined the leased land and accepts them in the present condition, and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the premises hereby leased; Lessee agrees to make any and all improvements and repairs at Lessee's sold cost and expense, and agrees to keep said land safe and in good order and condition at all times during the term hereof; and upon termination of this Lease, the Lessee will quit and surrender possession of said premises quietly and peacefully; dangerous and defective conditions.
7. **ASSIGNMENT AND MORTGAGE:** Neither the leased land nor any portion thereof shall be sublet, nor shall this Lease, or any interest therein be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledge.

In the event that the Lessee shall become incompetent, bankrupt or insolvent, or be dissolved, or should a guardian, trustee or receiver be appointed to administer Lessee's business or affairs, neither this Lease nor any interest herein shall become an asset of such guardian, trustee, or receiver, and in the event of the appointment of any such guardian, trustee or receiver, this lease shall immediately terminate and end.

8. **LIABILITY:** Lessee shall save Lessor harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of leased land by Lessee, or its agents, or employees, or any other person using said land; and Lessee agrees to deliver to Lessor upon execution of this Lease an executed copy of a Commercial General Liability insurance policy satisfactory to Lessor with minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an **occurrence** form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the individual occurrence limit. The City of Laredo shall be named as an additional insured with respect to General Liability with a waiver of subrogation endorsement. Said insurance shall be maintained for the term of the contract agreement.
9. **MECHANIC'S LIENS:** Lessee agrees that at least ten (10) days before any construction work, labor or materials are done, used or expended by Lessee or on Lessee's behalf by any person, firm or corporation or by any contractor, that Lessee will post and record, or cause to be posted and recorded, as provided by law, a notice that Lessor is not responsible for any work, labor or materials used or expended, or to be used or expended on the leased land.
10. **TERMINATION BY LESSOR OR LESSEE:** Lessor or Lessee may terminate this lease at any time by serving upon Lessee or Lessor in the manner hereinafter provided, a written

notice of its election so to terminate, which said notice shall be served at least 60 days prior to the date in said notice named for such termination.


11. **DEFAULT:** In the event that Lessee shall be in default of any payment of rent or in the performance of any of the terms or conditions herein agreed to be kept and performed by Lessee, then in that event, Lessor may terminate and end this lease, upon giving Lessee a 60-day notice and opportunity to cure said default and Lessee fails to cure said defaults. Thereafter upon giving Lessee the required three (3) day notice to vacate, the Lessor may enter upon said land and remove all persons and property therefrom; in the event Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of said premises by reason of any default of Lessee, or otherwise, Lessee agrees to pay Lessor all costs of such legal action, including reasonable attorney's fees and/or court costs.
12. **NOTICES:** Any notices which are required hereunder, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Lessee as follows: County Judge, County of Webb, 1000 Houston Street, Laredo, Texas 78040, and a Xerox copy to Aliza Oliveros, Director, Webb County Head Start Program, 5904 West Drive, Unit 6 & 7, Laredo, Texas 78041, or addressed to Lessor as follows: The City Manager, City Hall, 1110 Houston St., Laredo, Texas 78040, and a hardcopy to the City Attorney, City Hall, 1110 Houston Street, Laredo, Texas 78042.
13. **WAIVER:** Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained herein, shall not be deemed a continuing waiver of the same of any subsequent herein.
14. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all the laws, ordinances, rules and regulations, which may pertain or apply to the leased land and the use thereof.
15. **LESSOR MAY ENTER:** Lessee agrees that Lessor, its agents or employees, may enter upon said land at any time during the life of this lease for the purpose of inspection and for the purposed of insuring compliance with the Code of Ordinances of the City of Laredo, with the understanding that said inspection will be performed in such a manner as to cause a minimum of interference with the use of the property by the Lessee.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate originals this 17th day of November, 2014.

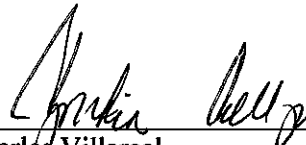
LESSOR: CITY OF LAREDO
A MUNICIPAL CORPORATION

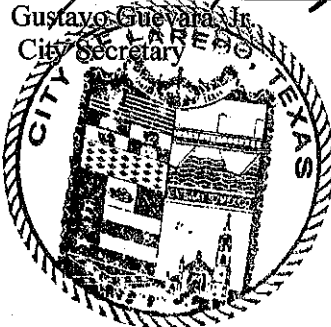
ATTESTED:

BY:


Gustavo Guevara Jr.
City Secretary

BY:


Carlos Villareal
City Manager



LESSEE: WEBB COUNTY HEAD START PROGRAM

BY: _____

Danny Valdez
Webb County Judge

APPROVED TO FORM:

Raul Casso
City Attorney

By: 

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco 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 documents 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).