

LEASE AGREEMENT

THIS LEASE is made between F.D. Laurel Jr. Properties, LLC., hereafter called "Lessor," whose address for purposes of notice under this lease is 2314 Middlecoff Ln., Laredo, Texas 78045, and Webb County, hereafter called "Lessee," whose address for purposes of notice under this lease is 1000 Houston Street, Laredo Texas 78040.

The parties agree as follows:

1. AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described Real Property: Lot 3 Block 232 Western Division having a street address of 1308 San Agustin, Laredo, Texas 78040.
2. TERMS OF LEASE. The term of the lease is as follows:

The term of this lease shall be a period of **one year**, commencing on December 1, 2018 and ending midnight on November 30, 2019.

3. OPTION TO RENEW. Lessee will have the option to renew this Lease Agreement for three one (1) year periods. Lessee must provide written notice of intent to not exercise an option to renew Lease Agreement, no later than thirty days prior to the expiration of each lease year. If notice is not provided, the agreement will then automatically renew for another year at the corresponding rental amount.
4. RENTAL.

a. Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may designate the monthly rental amount of in lawful money of the United States of America as follows:

aa. \$2702 a month during the first year of the Lease.

bb. \$2838 a month during the second year of the Lease.

cc. \$2920 a month during the third year of the Lease.

dd. \$3002 a month during the fourth year of the lease.

b. All payments due from Lessee to Lessor under the terms of this lease, including but not limited to monthly rental payments, shall be paid promptly when due to Lessor at the place Lessor designates in writing.

5. TAXES. Lessor shall be responsible for all municipal, county, state, taxes assessed during the term of this lease on the leased real property.

6. SECURITY DEPOSIT. None.

7. SUBORDINATION. This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

8. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

a. To pay the rent and every installment of it when it comes due; to use the premises in a careful and proper manner for the express purpose of operating a law office; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises.

b. To pay all costs of fuel, electricity, garbage, telephone, and all other utilities used on the premises. All those amounts shall be paid within 10 days of becoming due.

~~c. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities; expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damages of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises, or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.~~

d. To make no alterations in or additions or improvements to install any equipment without the prior consent of the lessor.

e. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor may reasonably desire, at all reasonable times.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

a. To warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.

10. DEFAULT IN PAYMENT OF RENT. If any rent required by this lease is not paid when due, Lessor will have the option to:

a. Terminate this lease resume possession of the property, and recover immediately from Lessee the rent specified in the lease.

b. Resume possession and re-lease or rent the property for the remainder of the term for the account of Lessee and recover from Lessee at the end of the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

11. DEFAULTS OTHER THAN RENT. If either Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for 10 days after a written notice specifying the required performance has been given to the party failing to perform the giving notice may institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fee or comply with the agreement.

12. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed or delivered to the leased premises and proof of mailing or posting of those notices to the leased premises will be deemed the equivalent of personal service on Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

13. TEXAS LAW. This lease will be governed by the laws of the state of Texas, as to both interpretations and performance.

14. **MUTAL TERMINATION.** Lessor and/or Lessee shall have the right to cancel this lease by providing the other party with no less than sixty 60 day's written notice of the intent to cancel the lease and the effective date of the cancellation of the lease.

15. **ENTIRE ARGEEMENT.** This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessee or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

16. **REPRESENTATIVES BOUND HEREBY.** The terms of this lease will be binding on the respective successors, respective successors, representatives, and assign of the parties.

WEBB COUNTY

LESSOR

Tano E. Tijerina
Webb County Judge

Fernando Laurel
F.D. Laurel Jr. Properties, LLC

ATTESTED:

Margie Ramirez-Ibarra
County Clerk

APPROVED AS TO FORM

Ray Rodriguez, Esq.

*By law, this 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).

**Passed and approved by the Webb County Commissioners
Court on December 12, 2018; item no. _____.**