

LEASE AGREEMENT

THIS AGREEMENT, made the 1st day of November 2018 by and between the Laredo Housing Authority, hereinafter called "Lessor" and the Webb County Head Start Program, hereinafter called "Lessee", witnessed:

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 6500 Springfield Avenue (Springfield Acres) in the City of Laredo, County of Webb, State of Texas.

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

1. TERM: The term of this lease shall be for ONE (1) YEAR beginning November 1, 2018 and ending October 31, 2019 and this lease may be renewed for ONE (1) YEAR renewal option period at Lessor's option upon written notification to Lessee .
2. RENTAL: Lessee covenants and agrees to pay to Lessor as rent for the said premises the sum of FIVE HUNDRED and FIFTY 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.
3. PURPOSE: Said land shall be used by 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 Head Start Program and for no other purpose whatsoever without the written consent of Lessor.
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 Lessor's Executive Director; and all buildings, fixtures and improvements of every kind and nature whatever installed by Lessee shall remain the property of Lessee, who may 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 within thirty (30) days, unless otherwise agreed in writing. 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 immediately 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: 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 Lessor shall have right of ingress to and egress from the leased land to make any such modification. Lessor further reserves the right to maintain all current utility lines located in the leased premises. Lessor further reserves the right to construct additional utility lines either by itself or by its licensees or franchises 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 licenses or franchises will be done with an effort to minimize any damage to or interference with any improvements hereinafter installed on the leased land by 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 premises and accepts them in the present condition, and Lessee 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 sole 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, Lessee will quit and surrender possession of said premises quietly and peacefully and leave the premises free of dangerous or 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 of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledge. In the event that 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, nether 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 agrees to deliver to Lessor upon execution of this Lease and execute copy of a continuing public liability and property insurance policy satisfactory to Lessor, indemnifying and holding Lessor harmless against any and all claims, in the amount of One Hundred Thousand and no/100ths Dollars (\$100,000.00) for injury to any one person, and Three Hundred Fifty Thousand and no/100ths Dollars (\$350,000.00) for property damages, and shall keep the same in force during the term of this Lease.
9. MECHANIC'S LIENS: Lessee agrees that at least ten (10) days before any construction work or labor is performed, or any materials are supplied, 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: Lessor may terminate this Lease at any time by serving upon Lessee, in the manner hereinafter provided, a written notice of its election to so terminate, which said notice shall be served at least thirty (30) 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, with a notice of thirty (30) days. 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 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 the respective party as follows:

To Lessee:

Webb County Head Start Program
Aliza Oliveros, Director
5904 West Drive, Unit 6&7
Laredo, Texas 78041

To Lessor: Laredo Housing Authority
Melissa Ortiz
Acting/Interim Executive Director
2000 San Francisco Avenue

- 13. WAIVER: Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained herein, must be made in writing by Lessor and 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. VENUE: Venue for any litigation regarding or resulting from this Lease shall lie in Webb County, Texas.

WITNESS OUR HANDS EFFECTIVE _____ 2019, Parties have executed this agreement in duplicate originals.

LESSEE: WEBB COUNTY

LESSOR: LAREDO HOUSING AUTHORITY

Tano E. Tijerina
Webb County Judge
Date: _____

Melissa Ortiz
Acting/Interim Executive Director
Date: _____

ATTESTED

ATTESTED

Margie Ramirez-Ibarra
Webb County Clerk

LHA Board of Commissioners Secretary

APPROVED AS TO FORM

Ramon A. Villafranca, Jr.
Assistant General Counsel
Webb County Civil Legal Division*

*By law, the Civil Legal Division 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 January 14, 2019; item no. _____.