

**STATE OF TEXAS**       §  
  §  
**COUNTY OF WEBB**       §

**LEASE OF UNIMPROVED REAL PROPERTY**

This agreement is made and entered into by and between WEBB COUNTY, a political subdivision of the State of Texas, acting herein by Tano E. Tijerina, Webb County Judge, as authorized by the WEBB COUNTY COMMISSIONERS COURT, for the Webb County Head Start Program (hereinafter referred to as "LESSEE"), and FIRST CHRISTIAN CHURCHI (hereinafter referred to as "LESSOR").

**WITNESSETH**

**WHEREAS, LESSOR** owns real property described in Article I of this lease agreement; and,

**WHEREAS, LESSOR** has determined that it is advantageous to itself, and to the community at large to lease 27,328 square feet of unimproved real property to LESSEE, together with the rights, privileges, and uses described herein, and,

**WHEREAS, LESSOR** has also determined it is advantageous to itself, and to the community at large to lease an additional 8,432 square feet which encompasses a parking lot to LESSEE, together with the rights, privileges, and uses described herein, and

**NOW, THEREFORE, LESSOR** and LESSEE for and in consideration of the mutual covenants set forth herein, do hereby agree as follows:

**ARTICLE I  
PREMISES**

In consideration of the covenants set forth herein, LESSOR hereby leases to LESSEE approximately 27,328 square feet of unimproved real property as well as 8,432 square feet of parking space located at 2409 Guerrero Street in the City of Laredo, Webb County, Texas, and more particularly described as All of Block 1404 Eastern Division in the plat Records of Webb County, Texas. The herein described tract of unimproved real property as well as parking lot shall hereafter be referred to as the "Premises", the "leased Premises", and/or the "demised Premises". (See Exhibit A- First Christian Church Lease Area.)

**ARTICLE II  
RIGHT TO IMPROVE**

Subject to the terms and conditions set forth in this Lease, LESSEE shall have the right to situate a classroom modular building and playground/playscape for use by

LESSEE and construct improvements upon the leased Premises. Prior to constructing any improvements upon the leased Premises, LESSEE shall notify LESSOR of all plans and specifications. The first major project contemplated by the parties to this Lease is the situation, by the LESSEE, of a classroom modular building as well as a playground/playscape for use by the LESSEE. The said modular building and playground/playscape shall not be considered to be permanent improvements to the premises for purposes of this lease.

### **ARTICLE III AUTHORIZED USE**

LESSEE shall have the unrestricted right, except as set forth herein, to occupy, use, and construct all required improvements upon the Premises necessary to operate the classroom modular and playground/playscape, and to conduct all activities associated therewith (the "Authorized Use"). It is understood by LESSOR and LESSEE that the purpose of the classroom modular as well as playground/playscape to be situated on the Premises will be to facilitate learning, interaction, wellness, and play for Head Start children. Provided LESSEE performs all of its obligations under this Lease, LESSEE shall hold and enjoy the Premises for the Term as defined in Article IV, subject to the provisions and conditions set forth in this Lease. LESSEE shall also have the unrestricted right to use the parking lot located at 2409 Guerrero on weekdays. LESSEE authorizes LESSOR to utilize said playground/playscape.

### **ARTICLE IV TERM**

Subject to and upon the terms and conditions set forth in this Lease, including Article V and Article VI of this Lease, the initial term of this Lease shall be for three (3) years and shall commence on September 1, 2019, and end on August 31, 2022.

### **ARTICLE V IMMEDIATE RIGHT OF ENTRY**

Upon the execution of this Lease by both parties, LESSOR agrees to allow LESSEE immediate entry onto the leased Premises for purposes described in Article II, Article III, Article X, and Article XII, of this Lease, for the preparation for the use of the leased Premises on September 1, 2019.

### **ARTICLE VI OPTION TO EXTEND**

LESSEE is hereby granted an option to extend the Term for an additional two (2) years ("Option Term") commencing at the end of the initial Term. To exercise such options to extend, LESSEE must notify LESSOR in writing of the exercise of the option at least thirty

(30) calendar days prior to the end of the initial term. If such extension option is exercised, all references in this Lease to Term shall thereafter refer to such original Term as extended for the Option Term, except LESSEE shall have no option to extend this Lease beyond the end of the Option Term. During the Option Term, all provisions of this Lease shall apply.

**ARTICLE VII  
RENTAL OBLIGATION**

The LESSEE shall pay LESSOR a monthly rental sum of Five Hundred Dollars (\$500.00), such sum being payable in advance by the 10<sup>th</sup> day of each and every month during the term of the lease.

**ARTICLE VIII  
RIGHT TO TERMINATE**

This Lease may be terminated by LESSOR prior to the expiration of three (3) years from the commencement date of this Lease in the event that the LESSEE fails to utilize the Premises for the authorized use. LESSEE shall have the right to terminate this Lease any time prior to the expiration of three (3) years from commencement date of this Lease by providing written notice to LESSOR within 30 days from the date of such termination. This clause shall be liberally construed in favor of LESSEE.

The parties to this Lease further agree that the LESSOR or its agents shall have the right to inspect the leased Premises at any reasonable time to verify compliance with the requirements of Article III. In the event that the Premises should cease to function as a classroom and playground/playscape for Head Start Program, the LESSOR hereby reserves the right to cancel this Lease upon Ninety (90) days written notification of said default to LESSEE.

**ARTICLE IX  
UTILITIES**

LESSEE shall be responsible for all utilities used on the Lease premises throughout the term of this lease. LESSOR shall be responsible for bringing utilities to the Lease Premises, and LESSEE agrees to pay necessary utility connection charges.

**ARTICLE X  
MAINTENANCE AND REPAIRS**

LESSEE shall repair and maintain classroom modular and playground/playscape constructed by LESSEE on the Premises. LESSEE shall repair and pay for any damage to the Premises caused by negligence of LESSEE or LESSEE'S directors, officers, employees, contractors, agents, invitees, or guests. Except as otherwise provided herein, LESSOR shall have no obligation to clean, maintain, repair, or replace any modular building or playgrounds/playscapes constructed by LESSEE

**ARTICLE XI  
PROHIBITED USE**

LESSEE shall not use or permit any other party to use all or any part of the Premises for any purpose not authorized in this Lease. LESSEE shall not do or permit anything to be done in or about the Premises, or bring or keep or permit anything to be brought to or kept therein, which is prohibited by law or which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or hereafter enacted or promulgated. LESSEE shall not cause, maintain, or permit any waste, as defined by law, to, in or about the Premises.

**ARTICLE XII  
PERMITTED USE**

LESSEE shall permit LESSOR to use playground/playscape when not in use by LESSEE. LESSOR shall not cause, maintain, or permit any waste in or about the Premises. LESSOR shall have use of playground/playscape when not in use by LESSEE. LESSOR shall defend, indemnify and hold harmless LESSEE and LESSEE'S officers, agents, employees, and assigns from all suits, actions or other claims of any character brought for or on account of injury to persons and/or loss, theft, damage to or destruction of property of whatever kind or nature sustained by any person, person or property on account of any intentional or negligent act committed by LESSOR, its agents or employees arising out of the use of the playground/playscape.

**ARTICLE XIII  
ALTERATIONS AND ADDITIONS**

LESSEE hereby declares itself fully familiar with the physical condition of the leased premises and declares that said premises were in good condition when possession of same was accepted. Any improvements constructed by LESSEE shall be at its sole cost and expense and shall be performed promptly and diligently and pursued to completion in a good and workmanlike manner in accordance with all applicable laws, permits and this Lease, and without the creation of any liens on the Premises. All such improvements shall be removed and, to the extent possible, the leased premises shall be restored to its original state. Any improvements that cannot reasonably be removed without damaging the premises beyond repair shall become a part of the leased premises and surrendered with the same upon termination of this Lease. LESSEE may, at its expense, from time to time install outdoor fixtures on the leased Premises. All of said outdoor fixtures shall be removed from the Premises by LESSEE upon the termination of the Lease and LESSEE shall promptly repair all damage or injury to the Premises caused by such installation or removal. All exhibits and fixtures shall remain property of the LESSEE and may be removed from the improved Premises at the termination of this Lease.

**ARTICLE XIV  
LESSOR'S WARRANTY OF QUIET ENJOYMENT**

The LESSOR covenants that as long as LESSEE is not in default of any provision of this Agreement, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises exclusively to it during the term hereof unless sooner terminated as provided in this Agreement.

**ARTICLE XV  
WARRANTY OF TITLE**

LESSOR hereby represents and warrants that it is the owner in fee simple absolute of the leased premises, subject to any covenants, conditions, restrictions, easements, and other matters of record.

**ARTICLE XVI  
INSURANCE**

At its expense, LESSEE shall maintain, during the Term of this Lease, comprehensive public liability insurance, including property damage, insuring LESSEE and LESSOR against liability for injury to persons or property occurring in or about the Premises or arising out of the use or occupancy thereof. . LESSEE shall carry and maintain public liability insurance in a minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per incident in which LESSOR shall be named as additional insured.

**ARTICLE XVII  
FIRE CLAUSE**

If any major component of the improvements constructed by the LESSEE on the leased Premises are damaged or destroyed, in whole or in part, by fire or other casualty at any time during the Term of this Lease, or Option Term, to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option of terminating this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenable or commencing reconstruction, repair, or the restoration of said major component of such improvements in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall mean that the LESSEE exercises its option to continue the lease in force and effect.

**ARTICLE XVIII  
NON-WAIVER**

Failure by either party to complain of any action or non-action on the part of the other or to declare the other in default, irrespective of how long such failure may continue, shall not be deemed to be a waiver of any rights hereunder. Time is of the essence with respect to the performance of every obligation under this lease in which time of performance is a factor. Except for the execution and delivery of a written agreement expressly accepting surrender of the Premises, no act taken or failed to be taken by either party shall be deemed an

acceptance or surrender of the Premises.

## **ARTICLE IX NOTICES**

Each notice required or permitted to be given hereunder by one party to the other shall be in writing with the statement herein to the effect that notice is given pursuant to this Lease, and the same shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid and addressed to such party at the address provided for such party herein. Any notices to LESSOR shall be addressed and given to LESSOR as follows:

First Christian Church  
Pastor Moises Laborico  
2409 Guerrero Street  
Laredo, Texas 78040

Any notices to LESSEE shall be addressed and given to LESSEE as follows:

Webb County Head Start Program  
c/o Aliza F. Oliveros, Director  
P.O. Box 2578  
Laredo, Texas 78044

and

Ramon A. Villafranca, Jr.  
Assistant General Counsel  
Civil Legal Division  
1000 Houston St., Second Floor  
Laredo, Texas 78040

The addresses stated above shall be effective for all notices to the respective parties until written notice of a change of address is given pursuant to the provisions hereof.

## **ARTICLE XX ACT OF DEFAULT**

The term "Act of Default" refers to the occurrences of any one or more of the following:  
(i) failure of LESSEE or LESSOR, after Ninety (90) calendar days' written notice of default in the performance of LESSEE'S or LESSOR'S other obligations, covenants or

agreements under this Lease to cure such default; (ii) abandonment of the Premises by Lessee for Ninety (90) consecutive days, except if such abandonment is caused by renovation or the Premises becoming unusable because of fire or other casualty.

**ARTICLE XXI  
RIGHTS UPON DEFAULT**

If an Act of Default occurs, at any time after the time to cure has expired and without waiving any other rights herein available at law or in equity, the non-defaulting party may terminate this Lease, as its sole remedy.

**ARTICLE XXII  
COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

LESSEE shall keep and maintain the leased premises in a clean and healthful condition and shall comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupation of the leased premises.

**ARTICLE XXIII  
NON-DISCRIMINATION**

LESSEE shall not discriminate in the use of the Premises against the general public or LESSEE'S employees on the basis of race, creed, color, national origin, sex or disability.

**ARTICLE XXIV  
NON-ASSIGNMENT**

Neither the leased premises 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 pledgee, but shall constitute a material breach of this lease by LESSEE.

**ARTICLE XXV  
CONDEMNATION**

If any improved portion of the Premises or any unimproved portion of the Premises shall be taken as a result of the power of eminent domain, this Lease shall terminate at LESSEE'S election made within thirty (30) calendar days after taking, if the Premises are no longer suitable for LESSEE'S use.

**ARTICLE XXVI  
CAPTIONS**

Articles and headings are inserted only as a matter of convenience and for reference

and in no way define, limit or describe the scope or intent of any provision hereof, nor are they meant to bind the LESSOR or LESSEE to the meaning of such heading.

**ARTICLE XXVII  
CONSTRUED PURSUANT TO TEXAS LAW**

This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas, and performed in Webb County, Texas.

**ARTICLE XXVIII  
BINDING AGREEMENT**

Subject to the provisions herein, all agreements, terms, obligations, covenants, and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited or otherwise noted in this instrument.

**ARTICLE XXIX  
SIGNAGE**

To the extent not prohibited by applicable law, ordinance or restrictive covenant, and with LESSOR'S prior approval (which shall not be unreasonably withheld or denied), LESSEE may install in a reasonable location on the Premises signs of reasonable dimensions advertising LESSEE'S business at the Premises. Such signs shall comply with all applicable laws, ordinances and restrictive covenants and LESSEE will obtain, as its expense, all utility service, licenses, permits and insurance for the same.

**ARTICLE XXX  
LEGAL INTERPRETATION**

The determination that any provision of this Lease is invalid, void, illegal or unenforceable shall not affect or invalidate the other provisions hereof. All obligations of either party requiring any performance after the expiration of the Term or Option Term shall survive the expiration of the Term and shall be fully enforceable in accordance with those provisions pertaining thereto. Section titles are for convenient reference only and shall not be used to interpret or limit the meaning of any provision of this Lease. Any provision in this Lease which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remainder of this Lease shall remain in full force and effect.

**ARTICLE XXXI  
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.

**ARTICLE XXXII  
TERMINOLOGY AND DEFINITIONS**

All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

**ARTICLE XXXIII  
WHOLE AGREEMENT**

No oral statement or prior written material not specifically incorporated herein shall be of any force or effect. Each party agrees that in entering into and taking this Lease. It relies solely upon the representation and agreements contained in this Lease and no others. The Lease constitutes the whole agreement of the parties and shall in no way be amended, modified or supplemented. Except by a written agreement executed through XXXII. It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon the LESSOR unless expressed in writing in this Agreement.

Signed in duplicate originals on this the, \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LESSEE:**  
**COUNTY OF WEBB**

**LESSOR:**  
**FIRST CHRISTIAN CHURCH**

\_\_\_\_\_  
Hon. Tano E. Tijerina  
Webb County Judge

\_\_\_\_\_  
Pastor Moises Laborico  
First Christian Church

**ATTEST:**

\_\_\_\_\_  
Margie Ramirez-Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

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

\*The General Counsel, Civil Legal Division'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).