

CITY OF LAREDO & WEBB COUNTY HEADSTART LEASE AGREEMENT

NOTE: This agreement is subject to City Council approval and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS)
COUNTY OF WEBB)

This Agreement made and entered into by and between THE CITY OF LAREDO, a municipal corporation (hereinafter called “LESSOR”), and WEBB COUNTY, TEXAS, a political subdivision of the State of Texas, acting on behalf of the WEBB COUNTY HEAD START/EARLY HEADSTART PROGRAM. (hereinafter called “LESSEE”).

W I T N E S S E T H

WHEREAS, the LESSOR currently owns and operates the land premises known as the Laredo International Airport (hereinafter called (“Airport”), located in Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR deems it advantageous to itself and to its operation of the Airport area to lease to LESSEE certain rights, privileges and uses herein as necessary to conduct its business as hereinafter set forth;

NOW, THEREFORE, LESSOR and LESSEE for and in consideration of the covenants and mutual agreements hereinafter contained, do hereby covenant and agree as follows:

**ARTICLE I
PREMISES, TERMS, AND PRIVILEGES**

DEFINITIONS:

“Laredo International Airport” or “Airport”: That certain area administered by LESSOR pursuant to Indenture from the United states of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Avenue to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas.

“LESSOR”: The City of Laredo, by and through its duly constituted agent, the Airport Director, shall be considered the LESSOR for all purposes of this lease.

“PREMISES”: Includes the property and building subject to this lease.

“STRUCTURE” OR “STRUCTURAL”: Includes, but is not limited to, the foundation, load bearing walls, joists, rafters, load bearing surfaces, water pipes, drainage pipes, and air conditioning ducts.

1.01 **LEASED AREA:**

The LESSOR does hereby lease a tract of land of approximately 1.0128 acres located at 4704 Naranjo Street, as described by metes and bounds description, Laredo, Webb County, Texas, situated on Block No. 33, of the subdivision plat of the Laredo Airport, Volume 5, Page 1, Webb County Plat Records, all hereinafter referred to as the leased area, and LESSEE hereby leases the said leased area from LESSOR.

The premises are leased “AS IS” and there is no expressed or implied warranty on the condition or suitability of the leased premises.

1.02 **TERM:**

This lease is to be for a term of sixty days (60) days commencing on August 1, 2022 and ending on September 30, 2022.

1.03 **RENTAL OBLIGATION:**

Subject to annual review for rent escalation, LESSEE herein agrees to pay to LESSOR monthly, the sum of Two Thousand Seven Hundred Seven Dollars and Twenty One Cents (\$2,707.21) base rent for each month, during the term of this lease.

Monthly rentals shall be paid on or before the first (1st) day of each month, the first of such monthly rental payment (or proportionate part thereof, should the lease be effective on a day other than the first day of the month) being due on the effective date of this lease.

The basic rent and such additional charges as accrued shall be paid by the first (1st) day of each month without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment or diminution or reduction by reason thereof, and, except as otherwise provided in this agreement, the obligations and liabilities of the LESSEE shall not be affected by any circumstances or occurrences, including:

- (a) Any damages to or destruction of the premises or any part thereof;
- (b) Any restriction or prevention of or interference with any use of the leased property or any part thereof;
- (c) Any claim LESSEE has or might have against LESSOR;
- (d) Notice of termination of leasehold, whether by LESSOR or LESSEE.
- (e) The LESSEE's obligation under this Lease is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on

the part of the LESSEE for any payment may arise until funds are made available to the LESSEE for the Lease, and may be terminated by LESSEE, should LESSEE be unable to obligate budget authority towards any term, express or implied. In the event that funds cease to be available for the rental payments, upon thirty (30) day written notice to the LESSOR, LESSEE may terminate this Lease without penalty; provided, however, that LESSEE shall remain obligated for all payments of rent prior to the date of the termination of this Lease.

1.06 **UTILITIES:**

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

1.07 **TAXES:**

LESSEE agrees to pay and discharge promptly, before delinquency, any and all taxes, impositions and government charges of any kind whatsoever that may be lawfully assessed against the LESSEE or the LESSOR, with respect to the leased premises or any improvement, personal property, tools, equipment, furniture, fixtures or inventory thereon, during the term of this Lease including any extensions or option periods granted thereto and LESSEE agrees to pay for all the costs and expenses of contesting any such taxes.

The LESSEE in good faith may contest any tax or governmental charge by means provided by law; provided that the LESSEE may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to LESSOR, such action will not adversely affect any right or interest of the LESSOR.

1.08 **USE AND USE CONFLICT:**

The leased area herein leased is to be used and occupied solely for the purpose of day care center facilities and related activity for Head Start/Early Head Start educational Operations, and no other use of the leased area is permitted.

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 contract.

1.09 **NET LEASE:**

Notwithstanding any expenditures related to the acts or omissions of LESSOR, or LESSOR'S agents, employees, licensees, contractors, or invitees, LESSOR shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure LESSOR the rent served on an absolute net basis. In addition to the rent served above, LESSEE shall pay to the parties entitled thereto all taxes, assessments,

insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease.

1.10 **HOLDING OVER:**

Staying over past the term of this lease will constitute the LESSEE, upon acceptance of rental payment by LESSOR, to become a month-to-month tenant, at the same rental rate immediately prior to holding over. All CPI rental adjustments occurring during such hold over tenancy shall be in effect based on the revised rental rate.

1.11 **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.

1.12 **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 II
INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE**

2.01 **INDEMNITY AND PROPERTY CONDITION AS-IS:**

LESSEE hereby declares itself fully familiar with the physical condition of the leased premises and the improvements, fixtures and equipment leased herein, and declares that said premises were in good condition when possession of same was accepted and that there were no latent defects in the facilities as those facilities are deemed vital to the use of the premises for their intended commercial purpose.

To the extent provided by the Constitution and laws of the State of Texas, LESSEE for itself, its agents, employees, servants, successors and assigns promises to hold harmless and indemnify LESSOR from and against any and all claims by or on behalf of any persons, whether legal or equitable, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any conditions of the leased buildings or other structures, sidewalks, driveways, or parking areas and facilities on the leased premises or any street, curb, or sidewalk adjoining thereon, and from all costs, attorney's fees, witness fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; except any and all actions or proceedings arising out of the sole negligence or willful act of LESSOR, its employees, agents, or representatives from which LESSOR shall indemnify and hold LESSEE harmless; and in the event that any action or proceeding brought against the LESSOR by reason of such claim, the LESSEE upon notice from the LESSOR covenants to resist and defend such actions or proceedings.

LESSEE agrees for itself, its agents, servants, employees, successors and assigns that it will not bring suit against the LESSOR or assign any cause of action resulting from accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the premises, except any such cause of action arising out of the negligence or willful act of LESSOR, its employees, agents, or representatives.

LESSEE also holds LESSOR blameless for any damage to or destruction of LESSEE'S property located on leased premises, including that caused by natural occurrence, or any other cause whatsoever, unless caused by LESSOR'S employees, agents, or representatives while said employees, agents or representatives are acting in the course or scope of their duties for the LESSOR.

2.02 LESSEE'S DUTY TO REPAIR:

LESSEE shall, throughout the term of this lease, take good care of the leased area and the fixtures and appurtenances therein and at its sole cost and expense make all non-structural repairs, thereto as and when needed to preserve them in good working order and condition. In this regard, LESSEE is responsible for the maintenance and repair at LESSEE'S sole cost and expense of all windows, doors, plumbing, electrical, light fixtures, plumbing fixtures, air conditioning system, painting of interior and exterior walls when needed to maintain an "as new" appearance as possible, floor covering and other non-structural repairs. Necessary modifications to the demised premises to comply with the Americans with Disabilities Act will be the responsibility of the LESSEE.

Damage or injury to the premises, fixtures, appurtenances whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of LESSEE, its servants, employees, or licensees, shall be repaired promptly by LESSEE at LESSEE'S sole cost and expense, to the satisfaction of LESSOR.

2.03 ALTERATIONS:

LESSEE is granted the right to make alterations to the leased area or repairs at LESSEE'S sole cost and expense subject to the following terms and conditions:

(a) LESSEE must first obtain the written consent of LESSOR and obtain the necessary building permits from the City's Building Department. LESSOR reserves the right to reject any proposed extension, repair or alteration, any particular contractor or each and every subcontractor, or the complete project.

LESSEE'S proposed alterations and construction on the leased premises shall be subject to and shall be done in conformity with the Declaration of Covenants, Conditions and Restrictions approved by Resolution No. 2006-R-014 dated February 21, 2006, including the Architectural Design Guidelines attached as Exhibit B and incorporated by reference herein.

(b) Ultimate title to an alteration properly consented to by LESSOR will rest with LESSOR immediately upon completion and will remain in LESSOR'S possession at termination of LESSEE'S tenancy.

(c) Trade fixtures, movable furniture, and other service equipment of LESSEE peculiar to LESSEE'S business are not to be included in alterations, and must be removed by LESSEE, upon termination of lease, provided LESSEE is not in default of lease obligations.

LESSOR reserves the right to demand that LESSEE restore the premises to reasonably the same condition and state as the premises were found prior to making such alterations, in a manner acceptable to LESSOR, and to demand that LESSEE pay all costs of such restoration, upon termination of lease.

LESSEE further agrees that any damages as may be caused by the installation or removal of trade fixtures discussed in condition (c), will bind LESSEE to repair said damage expeditiously at LESSEE'S sole expense upon written notice by LESSOR.

LESSOR maintains and reserves the right to make alterations and remodeling changes, provided said work does not unduly or unreasonably interfere with LESSEE'S day-to-day operations and business.

2.04 **INSURANCE:**

LESSEE shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to

assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - a. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - b. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - c. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - d. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - e. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - f. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - h. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 - i. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

- j. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- k. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- l. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- m. Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

**ARTICLE III
DEFAULT, HOLDING OVER AND ABANDONMENT**

3.01 LESSEE'S DEFAULT:

It is covenanted and agreed to by both parties that in the event that:

- (1) LESSEE should fail to timely pay the full amount of rent and fees provided for herein; or
- (2) LESSEE defaults in the performance of any of the covenants, conditions, or agreements provided for herein to be kept and performed by LESSEE, including, but not limited to, the provisions for carrying Public Liability Insurance; or
- (3) LESSEE permits the leased premises to be used for any unauthorized or unlawful business or purpose; or
- (4) LESSEE assigns or subleases or otherwise transfers this lease; or
- (5) LESSEE abandons the premises or leaves the premises vacant or unoccupied for thirty (30) consecutive days;

Then, and in any event, the LESSOR may, at its option and without waiving any other rights that LESSOR has under this contract at any time after such default, give notice of this specific default or failure of performance and demand immediate correction of such default or failure of performance by the LESSEE. In the event that LESSEE fails to remedy the default or to correct the failure of performance within thirty (30) days after service or such written notice, the LESSOR shall have the right to:

- (a) Terminate the lease and re-enter the leased premises and remove all persons and any and all personal property therefrom and LESSEE hereby agrees to

surrender the premises to LESSOR, without waiving LESSOR'S right to past and future rents due hereunder. In such event, LESSOR may re-let the premises to other prospective tenants for the remainder of the term of this lease, and LESSEE shall be liable for any loss to LESSOR incurred in such re-letting for the terms of this lease, including but not limited to, rent, attorney's fees, if any; and/or

(b) Remedy the default and deduct the expenses incurred in remedying such default from the security deposit held by LESSOR pursuant to the terms of this lease.

Notwithstanding any provision as to notice in this lease contained, if in the LESSOR'S reasonable judgment the continuation of any default by the LESSEE for the full period of the notice otherwise provided for herein will jeopardize the leased area or the rights of LESSOR, the LESSOR may, without notice, elect to perform those acts in respect to which LESSEE is in default, at LESSEE'S sole cost and expense, and LESSEE shall thereupon reimburse the LESSOR within forty five (45) days of written request by LESSOR to LESSEE for such reimbursement. Failure of the LESSEE to reimburse in these circumstances shall mean that the LESSOR has the immediate right to terminate this lease.

3.03 **ATTORNEY'S FEES:**

In case LESSEE defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and LESSOR places the enforcement of the terms of this lease or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery or possession of leased premises, in the hands of an attorney, or files suit upon same, To the extent provided by the Constitution and laws of the State of Texas, LESSEE agrees to pay LESSOR reasonable attorney's fees and payment of same shall be secured in a like manner as herein provided as to lien for rent due.

3.04 **ABANDONMENT:**

If the leased area is abandoned or vacated by LESSEE, for a period exceeding thirty (30) calendar days, LESSOR shall advertise and re-let the premises for the remainder of the term of this lease. Notwithstanding any other provision herein, if rent received including charges, does not equal rent and charges agreed to herein by LESSEE, LESSEE shall remain liable and herein agrees to pay and satisfy all deficiencies and all reasonable expenses incurred in reletting and repair any damages.

3.05 **LESSOR'S REPRESENTATION AND WAIVER:**

Any representations by LESSOR regarding LESSEE'S leasehold interest are embodied in this writing.

The waiver by LESSOR to LESSEE of performance of any provision of this agreement shall not amount to a future waiver of strict performance of such provision or any other provision of this agreement. Any waiver of this lease agreement shall be in writing and approved by the LESSOR.

3.06 **ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:**

(a) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: The LESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agrees a covenant running with the land that:

(1) No person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits or otherwise be subjected to discrimination;

(3) That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended;

(4) That in the event of breach of any of the preceding nondiscrimination covenants, LESSOR shall have the right to take such action, anything to the contrary herein notwithstanding as the United States may direct to enforce this nondiscrimination covenant.

(b) That the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) That in the event of breach of any of the preceding nondiscrimination covenants, LESSOR shall have the right to terminate the license, lease, permit, etc., and hold the same as if said lease had never been made or issued.

(d) AIRPORT AND AIRWAYS DEVELOPMENT ACT OF 1970: The LESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agrees to a covenant running with the land that:

1. LESSEE will furnish services on a fair, equal and not unjustly discrimination basis for all users thereof;

2. LESSEE will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the LESSEE shall give discounts, rebates, or other similar types of price reduction to volume purchasers;

3. LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that he will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE IV MISCELLANEOUS

4.01 **NON-EXCLUSIVE USE:**

It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right unless specifically identified herein.

4.02 **TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:**

Towed vehicles, or motor vehicles not currently licensed and actively used are not to be permitted onto the premises or any common parking area within the Laredo International Airport. Under this provision, vehicles, RV trailers, travel homes, and mobile homes, wrecked or abandoned vehicles, must be removed at LESSEE'S expense, and failure to do so will constitute a breach of this lease.

4.03 **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.

4.04 **CONSTRUED PURSUANT TO TEXAS LAW:**

This agreement shall be construed under and in accordance with the laws of ~~the~~ the Constitution and laws of the State of Texas, and performed in Webb County, Texas.

4.05 **RE-ENTRY:**

No re-entry, repossession, operations, or reletting of the premises or of fixtures and equipment shall be construed as an election by LESSOR to terminate this lease unless a written notice of such intention to terminate is given by LESSOR to LESSEE and notwithstanding any such operation or reletting without terminating this lease, LESSOR may at any time thereafter elect to terminate this lease.

4.06 **BINDING AGREEMENT:**

Subject to the provisions herein, all agreements, terms, obligations, covenants, and conditions of this lease shall be binding upon and insure 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.

4.07 **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 deposited in the United States mail, postage prepaid, return receipt requested, addressed to LESSOR as follows:

Office of the Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, Texas 78041

4.08 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:**

Further, LESSEE will keep and maintain the leased area in a clean and healthful condition and 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 occupancy of the leased area.

4.09 **OUTSIDE STORAGE PROHIBITED:**

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited.

4.10 **FIRE CLAUSE:**

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option to cancel this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenable or restoring said leased area 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. Rental during the period that the premises are being restored hereunder shall be abated.

4.11 **AREA SURROUNDING BUILDING:**

In addition to LESSEE'S obligations to maintain the building herein leased, LESSEE agrees to maintain in a safe, clean, well-kept and orderly condition the immediate area surrounding said building, and as shown on the attached Exhibit A to include the right-of-way areas up to the street curb. It is agreed in this connection that the LESSEE shall keep said area free from litter or other unsightly trash, or refuse, will keep the grass cut, the weeds controlled, will water the lawn and trees when needed and will maintain the outside of the building and said area in a neat and orderly fashion.

LESSOR reserves the right to maintain or have maintained the building (s) and/or grounds associated with the lease agreement for environmental and/or public health

reasons. LESSEE agrees to promptly reimburse LESSOR for all expenses incurred in the maintenance of building(s) and/or grounds, within ten (10) days of receipt of statement. Failure to do so will constitute breach of contract and LESSEE will be in default of the lease agreement.

4.12 **GARBAGE STORAGE AND DISPOSAL:**

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, LESSEE herein also agrees that garbage carrying and disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the City and State regarding its storage and disposal.

4.13 **IMPROVEMENTS VESTED IN LESSOR:**

The parties agree that the obligation and promise of LESSEE, as expressed herein, to make repairs and improvements and maintain the leased premises is a part of the total consideration for this lease agreement. Therefore, all right, title, and interest in and to said repairs or improvements shall at all times herein be vested in LESSOR, subject only to the right of LESSEE to use and possession of said building and improvements during this lease term plus any extensions hereof as provided in said building so long as LESSEE is not in default of any of the terms of this agreement. It shall be the obligation of LESSEE to maintain and repair the said leased area and improvements during the term of this lease or any extension thereof. Upon termination, interest in and to the said repairs or improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to any reimbursement by reason of LESSEE'S maintenance, improvements, repair or use of said leased area.

4.14 **SUBORDINATION OF LEASE:**

This lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

It is expressly understood and agreed that this lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of the City and United States of America and its agents included but not limited, to the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City and that the LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if said provision of this lease is determined to be a variance with same, such provision is unilaterally reformable at LESSOR'S option.

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from

using the leased premises for the purpose set forth in Paragraph 1.10; titled "Use and Use Conflict" in this agreement.

4.15 **NATIONAL EMERGENCY:**

During the time of war and national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended.

4.16 **AIRPORT HAZARD:**

The LESSEE and its agents, servants, employees, successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

4.17 **NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:**

The LESSEE and its successors and assigns will complete and submit to the Federal Aviation Administration (FAA) an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property which increases the height of existing structures.

4.18 **AERIAL APPROACHES:**

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.19 **AIRPORT SECURITY:**

LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time.

LESSEE shall provide for the security of the air operations area to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon LESSOR by the Transportation Security Administration or others. Furthermore, LESSEE shall be responsible to ensure that its employees, customers, guests, invitees, vendors, contractors, subtenants and anyone granted access by LESSEE to the air operations area comply with the Airport Security Plan and TSR Part 1542, as amended. To the extent provided by the Constitution and laws of the State of Texas LESSEE will indemnify and hold harmless LESSOR, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of LESSEE'S failure to comply with this requirement.

LESSEE shall, at its own expense, provide reasonable security in accordance with Transportation Security Administration guidelines and requirements for the leased premises including buildings and other improvements now existing or hereafter erected or installed on the leased premises. LESSEE shall be entitled to the same degree of LESSOR provided security as is available to all other tenants of the Airport.

4.20 **OCCUPANCY AND USE OF THE AIRPORT:**

From time to time LESSOR may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport, its services and facilities, by persons, vehicles, aircraft and equipment that in LESSOR'S opinion will reasonably insure the safe, efficient and economically practicable operation thereof and provide for the safety and convenience of those using the Airport, and to protect the Airport and its facilities and the public from damage or injury resulting from operations on, into and from the Airport.

LESSEE agrees to observe and obey any and all rules and regulations and all other Federal, State, and municipal rules and regulations and laws and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same. LESSOR reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Such rules, regulations or municipal laws of LESSOR will not be inconsistent with the terms of this Agreement nor with the valid rules, regulations, orders and procedures of the Federal Aviation Administration, the Transportation Security Administration (TSA) or any other superior governmental agency duly authorized to make or enforce rules and regulations for the operation the Airport and the operation of aircraft using the Airport.

LESSEE at all times shall be furnished a current copy of any such rules and regulations and any amendments thereto.

LESSOR reserves the right to prohibit the operation of any vehicle or equipment on the Airport that LESSOR reasonably determines to be in an unsafe condition. LESSOR reserves the right to require each vehicle operated on the Airport to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Airport and for which a nominal fee may be charged.

4.21 **TIME OF ESSENCE:**

Time is of the essence in this agreement.

4.22 **PROVISIONS:**

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.

4.23 **AGREEMENT:**

This Agreement consists of Article I through IV. 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 and the LESSOR unless expressed in writing in this Agreement.

EXECUTED on this _____ day of _____, 2022.

LESSOR:
CITY OF LAREDO
A MUNICIPAL CORPORATION
BY: _____
ROSARIO C. CABELLO
INTERIM CITY MANAGER

ATTEST:

BY: _____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

EXECUTED ON THIS ___ day of AUGUST, 2022

LESSEE:
WEBB COUNTY

Hon. Tano E. Tijerina
Webb County Judge

ATTESTED:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Ray Rodriguez- Asst. General Counsel/
Attorney-at-Law, Webb County Civil Legal Division*

*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 the ___ day of August, 2022; Item No. ___.

WEBB COUNTY

BY: _____
TANO E. TIJERINA
WEBB COUNTY JUDGE

ATTESTED:

BY: _____
MARGIE RAMIREZ-IBARRA
WEBB COUNTY CLERK

APPROVED AS TO FORM:

RAY RODRIGUEZ
ASSISTANT GENERAL COUNSEL
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).

*Passed and approved by the Webb County Commissioners Court
On August ____, 2022, item no. ().*