

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement") is entered into between the United Independent School District, a political subdivision of the State of Texas, acting through its Board of Trustees, ("Lessor"), 201 Lindenwood, Laredo, Texas, and Webb County, Texas, a political subdivision of the State of Texas, acting through its Commissioners Court, 1000 Houston Street, Laredo, Texas ("Lessee").

WHEREAS, Lessor and Lessee's predecessors in interest are parties to that certain Recreational Facility ("Trautmann Park") Lease with a commencement date September 20, 2011, for Lease of Trautmann Park ("Premises") and which said Lease is attached to this Agreement as **Exhibit "A."**; and

WHEREAS, Lessor now desires to provide for the termination of the Lease, and the return of the Leased Premises to Lessor, prior to the current expiration date of the Lease in order to facilitate Lessor's ability to use the leased premises for facility improvements in the near future as deemed necessary by the District; and

WHEREAS, Lessee does not object to Lessor's reasons for terminating the lease as the future use of the Leased premises by Lessor will ultimately benefit all residents of Webb County.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Termination.** The parties agree that in lieu of the original expiration date of September 20, 2036, the Lease shall terminate on February 28, 2015 ("Termination Date").

2. **Lease Termination Fee.** In consideration for Lessee being relieved of further obligations under the Lease after the Termination Date, Lessee and Lessor agree that Lessee shall pay a Lease Termination Fee of One Dollars (\$1.00). This payment shall be made to Lessor as consideration for terminating Lease.

3 **Fixtures, Improvements, etc. Not to be Removed.** All fixtures, equipment, improvements, installations, and appurtenances attached to, or built into, the Premises undertaken by Lessee shall be and remains part of the premises and be deemed the property of the Lessor and shall not be removed by Lessee. Notwithstanding this provision, Webb County owns the benches that are on the leased property. Said bleachers shall be removed by the Lessee not later than thirty (30) days after the lease termination date.

4. **Mutual Release.** Upon Lessee satisfying its obligations set forth in this Agreement, Lessor releases, discharges and waives any claims known or unknown, against Lessee, its successor, assigns, officers or directors, arising out of or in any way connected with the Lease through the date hereof, and Lessee releases, discharges and waives any claims, known or unknown, against the Lessor, its successors, assigns, officers or directors, arising out of or in anyway connected with the Lease through the date hereof.

5. **Binding upon Successors and Assigns.** This Agreement shall be for the benefit of and be binding upon, the parties hereto and their respective successors and assigns.

6. **Final Agreement.** This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof. This Agreement may be modified only by a further writing signed by the parties.

7. **Attorney Fees.** If any legal action is commenced to enforce or interpret the terms of this Lease Termination Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

8. **Texas Law; Illegality.** This Agreement shall be governed by the laws of the State of Texas. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.


9. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the 18th day of Feb., 2015.


UNITED INDEPENDENT SCHOOL DISTRICT:
(LESSOR)




By: Javier Montemayor
Title: UISD Board President

WEBB COUNTY:
(LESSEE)

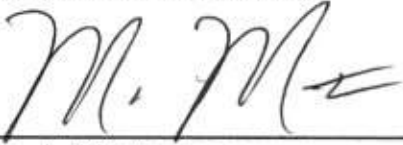

By: Hon. Tano Tijerina
Title: Webb County Judge

ATTEST:


Ricardo Rodriguez
UISD Board Secretary



Hon. Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'M. M.' followed by a stylized flourish.

Marco A. 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 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).