

LEASE AGREEMENT

This Lease is made and entered into the date set forth below, by and between **VIMOSA II, a Texas General Partnership**, referred to in this Lease as “Lessor,” and **TANO TIJERINA, Webb County Judge, as authorized by the WEBB COUNTY COMMISSIONERS COURT, for the Webb County Head Start Program**, referred to in this Lease as “Lessee”. Lessor has determined that it is advantageous to itself, and to the community at large to lease the demised real property as hereinafter described to Lessee, together with the rights, privileges, and uses described herein.

ARTICLE 1. DEMISE OF LEASED PREMISES

1.1 Description: In consideration of the mutual covenants and agreements set forth in the Lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor the real property and improvements situated in Webb County, Texas, hereinafter referred to as the Leased Premises as described as follows:

THE SURFACE ONLY of Lot 12, Block 14, SIERRA VISTA SUBDIVISION, UNIT 1, a subdivision situated in Laredo, Webb County, Texas, as per plat of said subdivision as recorded in the Webb County Plat Records, commonly known as 102 Sierra Vista Blvd., Laredo, Texas, including all improvements situated thereon (the “Premises” or “Leased Premises”).

ARTICLE 2. LEASE TERM

2.1 Term: This Lease shall be for a term of **sixty (60) calendar months** commencing **April 1, 2017 (the “Commencement Date”)** and ending **March 31, 2022 (the “Expiration Date”)**, subject, however to earlier termination as provided in Lease (the “Primary Term” or “Term”).

2.2 Lease Term Defined: The term “lease year” as used in this Lease, shall mean a period of twelve (12) consecutive full calendar months beginning on the Commencement Date.

2.3 Option to Extend: Lessee is hereby granted seven (7), one (1) year options to extend the Primary Term, provided that Lessee (i) must notify Lessor of its intent to exercise each option to extend at least 30 days before the end of the term then in effect, and (ii) Lessee is not in default of the Lease at the time the option is extended.

2.4 Holdover: If Lessee holds over and continues its possession of the Leased Premised after expiration of the term of this Lease or any extension of that term, Lessee will be deemed to be occupying the Leased Premises on the basis of a month-to-month tenancy, at the monthly rate of 100% of the normal rental rate as established in this Lease, subject to all of the terms and conditions of this Lease. Extensions are only valid and binding if in writing and signed by Lessor.

2.5 Right to Terminate. Lessee shall have the right to cancel and terminate this Lease

annually on August 31st of the initial term and/or each option term thereafter, in the event that federal funds for the Webb County Head Start Program are terminated, and in the manner and subject to the terms specified in this Article. Lessee shall effect such termination by giving to Lessor a written notice of non-appropriation of federal funds and termination of lease. Lessee shall pay Lessor the Rent which is due through August 31 of the year in which cancellation occurs in accordance with Article. Lessee shall give notice of termination as hereinabove provided not less than 60 days prior to the end of such initial or option term prior to the fiscal year for which no appropriation will be made. 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 this Lease. In the event that the Premises should cease to function as a Head Start Program Center, the Lessor hereby reserves the right to cancel this Lease upon ninety (90) days written notification of said default to Lessee.

ARTICLE 3. RENT

3.1 Base Monthly Rental for Primary Term: Lessee agrees to and shall pay to Lessor annual rent in the amount of \$1.00 for the use and occupancy of the Leased Premises in accordance with the terms of this Lease.

3.2 Time, Manner, and Place of Payment: All rent due under this Article shall be paid by Lessee to Lessor on an annual basis on the first day of each lease year.

ARTICLE 4. AS-IS

4.1 ACCEPTANCE OF PREMISES: LESSEE HAS RELIED EXCLUSIVELY ON ITS OWN EXAMINATION AND INSPECTION OF THE PREMISES FOR ITS DECISION TO LEASE AND OCCUPY THE LEASED PREMISES. LESSEE IS AWARE OF THE CONDITION OF THE PREMISES HAVING BEEN IN POSSESSION THEREOF FOR MANY YEARS BEFORE THE COMMENCEMENT DATE. LESSOR HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE LEASED PREMISES, THE CONDITION OR THEIR SUITABILITY FOR LESSEE'S PURPOSE OR ANY OTHER PURPOSE. THE LEASED PREMISES ARE ACCEPTED BY LESSEE AND OCCUPIED BY LESSEE "AS IS." LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ENVIRONMENTAL SOUNDNESS, CONDITION, ACCEPTABILITY AND/OR SUITABILITY OF THE PROPERTY FOR LESSEE'S INTENDED USE OF THE LEASED PREMISES; NOR OF THE QUALITY OR CONDITION OF THE PROPERTY PROVIDED TO LESSEE, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON; OR THE HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS LEASE, LESSOR AND LESSEE AGREE THAT LESSEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY LESSOR THAT

THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION BY LESSOR OR ITS AGENTS OR REPRESENTATIVES WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS RELYING SOLELY UPON ITS OWN EXAMINATION OF THE LEASED PREMISES. LESSEE TAKES POSSESSION OF THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES BY LESSOR.

ARTICLE 5. TAXES

5.1 Personal Property Taxes: Lessee shall pay and fully discharge all taxes, special assessments, and governmental charges of every character imposed during the term of this Lease on the inventory, furniture, trade fixtures, appliances and other personal property placed by Lessee in, on or about Leased Premises. Lessee shall provide Lessor with receipts for the paid taxes prior to February 1ST of each year of the term of occupancy by the Lessee of the Leased Premises.

5.2 Real Property Taxes and Assessments: Lessee shall pay and fully discharge all real property taxes, special assessments, and governmental charges of every character imposed on the Leased Premises (as to real property and any improvements) during the term of this Lease, within ten (10) working days of the receipt of written notice from Lessor to Lessee including copies of all tax statements for taxes assessed against the Leased Premises by the taxing entities. In the event that Lessor pays any such real property taxes or assessments, Lessee shall reimburse Lessor, upon demand, all such amounts paid for by or on behalf of Lessee by Lessor. Such failure to reimburse Lessor for such charges as demanded shall constitute an event of default hereunder, entitling Lessor to exercise the remedies afforded it under this Lease Agreement for default by Lessee.

ARTICLE 6. UTILITIES

6.1 Utility Charges: Lessee shall timely pay or cause to be paid all utility charges for water, gas, electricity, garbage, sewer, telephone service, and all other utilities used on the Leased Premises throughout the term of this Lease, including any connection fees, all such charges to be paid directly to the utility company or municipality furnishing the same before the same shall become delinquent. Temporary interruption or malfunction of utilities, services, and/or telephone service shall not constitute an eviction or disturbance of Lessee or a breach by Lessor under this Lease Agreement. Nor shall such temporary interruption or malfunction render Lessor liable for damages, release Lessee from any obligation under this Lease, or grant Lessee any right of offset, recoupment, or rent abatement, unless the interruption is caused by Lessor's intentional negligence or malfeasance. Lessor may, but shall not be required to, pay any of the foregoing utilities for the Leased Premises on Lessee's behalf. In such event, Lessee shall reimburse Lessor, upon demand, all such amounts paid for by or on behalf of Lessee by Lessor. Such failure to reimburse Lessor for such charges as demanded shall constitute an event of default hereunder, entitling Lessor to exercise the remedies afforded it under this Lease

Agreement for default by Lessee.

6.2 Garbage Removal: Lessee shall pay for the removal of all garbage and rubbish from the Leased Premises during the term of the Lease.

ARTICLE 7. USE OF PREMISES

7.1 Primary Purpose. 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 a Head Start Program Center, and to conduct all activities associated therewith, including field trips, picnics, festivals, shows, productions, presentations, meetings, indoor and outdoor temporary and permanent exhibits, together with related offices and parking lots, all in accordance with applicable law (the "Authorized Use"), and for no other purpose. It is understood by the parties hereto that the purpose of the Head Start Program Center situated on the Premises will be to facilitate learning, interaction, wellness, and play for Head Start children and their families. Provided Lessee performs all of its obligations under this Lease, Lessee shall hold and enjoy the Premises for the Term, subject to the provisions and conditions set forth in this Lease.

7.2 Illegal Use Not Permitted: Lessee agrees not to use the Leased Premises or any building situated upon the Leased Premises for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, the City of Laredo, or other lawful authority having jurisdiction over the Leased Premises.

ARTICLE 8. CONSTRUCTION BY LESSEE

8.1 General Conditions: Lessee may not, at any time during the term of this Lease, erect, maintain, alter, remodel, rebuild, replace and/or remove buildings and other improvements on the Leased Premises, and correct and change the contour of the Leased Premises, without the prior written consent of the Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.

8.2 Ownership of Buildings, Improvements, and Fixtures: All buildings, improvements, alterations, and fixtures, except furniture and trade fixtures of Lessee, erected, constructed, placed, or maintained on any part of the Leased Premises, either before or during the Lease term shall be considered part of the real property of Lessor on termination of Lease.

8.3 Removal of Property by Lessee: Lessee may remove its inventory, trade fixtures, supplies and moveable furniture and equipment only if: (a) such property is not nailed, stapled, bolted, screwed, glued, or otherwise attached to the building; (b) such removal is made prior to the end of the Lease Term, or negotiated extension period, if any; and, (c) Lessee is not in default under this Lease at the time of such removal. Notwithstanding the foregoing, it is agreed that Lessee may remove such trade fixtures, supplies, furniture, and equipment that is nailed, bolted, stapled, screwed, or otherwise attached to the building if any damage caused to the Leased Premises by reason of such removal is repaired to the satisfaction of Lessor. Lessee shall have

no right to property remaining on the Leased Premises after thirty (30) days after the end of the Lease Term, move out, or termination of term. If Lessor requests in writing, Lessee shall, immediately prior to moving out, remove alterations, additions, fixtures, equipment and property installed or attached by Lessee in the Leased Premises. Lessee shall pay for the cost and report any damage caused by Lessee's removal of any property covered by this paragraph.

ARTICLE 9. ENCUMBRANCE OF LEASEHOLD ESTATE

9.1 Lessees' Right to Encumber: Lessee may not, at any time during the term of this Lease, encumber the leasehold interest by deed of trust, mortgage, or other security instrument, without obtaining the prior written consent of Lessor. No such allowable encumbrance shall constitute a lien on the fee title of Lessor, and the indebtedness secured by the encumbrance shall at all times be and remain inferior and subordinate to all of the conditions, covenants, and obligations of the Lease and to all of the rights of Lessor under this Lease. Reference in this Lease to "lender" refers to any person or entity to whom Lessee has encumbered its leasehold interest.

ARTICLE 10. REPAIRS, MAINTENANCE, RESTORATION, AND OTHER MATTERS

10.1 Maintenance, Repair and Replacement: Lessee accepts the property and improvements "AS IS," "WITH ALL FAULTS" and in their present state and condition. Lessee shall be responsible for all repair, maintenance, and/or replacement of all improvements, appurtenances, equipment, and appliances on or about the Premises including, but not limited to, the exterior walls (including glass, windows, doors, door closure devices, window and door frames, molding, locks and hardware, and interior painting or other treatment of exterior walls), plumbing system, electrical system, heating/air conditioning system, fence, security system (if any), and the roof of the Leased Premises. Lessee shall make any such repairs, maintenance, or pay for replacement within a reasonable time. Lessee shall immediately provide Lessor with prior written notice of any such repairs, maintenance, and/or replacement. Lessee shall keep the Leased Premises in a good and clean condition. At the termination of this Lease during the Term, or any renewal or extended Term, Lessee shall deliver the Leased Premises in good order and condition, normal wear and tear excepted. Normal wear and tear means deterioration which occurs without negligence, misuse, carelessness, overuse, or abuse. In addition, Lessee shall also pay for repair and maintenance of the foundation and the paved areas. Lessor shall have no obligation to clean, maintain, repair, or replace the Premises or any buildings situated on the Premises.

10.2 Damage or Destruction: in the event the Leased Premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Lessee shall give immediate notice to Lessor. Lessor may, but is not obligated to repair the damage and restore the Leased Premises to substantially the same condition as immediately prior to the occurrence of the casualty.

10.3 Security: Lessee shall provide adequate suitable security for its intended operations at all times. Lessor will not provide security for the building or for the Leased Premises. Lessor shall not be liable for any loss, damage, or injury resulting from lack of security, claimed or actual.

10.4 Entry by Lessor: Unless otherwise prohibited by law, Lessor and Lessor's agents shall have access to the Leased Premises at all times during regular business hours and upon notice to Lessee for inspections, repairs, and other reasonable business purposes, except that such notice shall not be required in cases of emergency to protect the Leased Premises, Lessor, the building, or in the event of abandonment by Lessee. Such right shall be exercised in a reasonable manner. Upon termination of this Lease or termination of Lessee's right of possession, Lessor shall have the right to re-enter and resume possession of the Leased Premises.

10.5 Occupancy, Nuisance, Hazard, Violation of Deed Restrictions, Covenants or Association Regulations: The Leased Premises shall be occupied only by Lessee or Lessee's employees and shall not be left entirely vacant for periods in excess of 90 days. Lessee shall not use the premises in any manner that will increase the fire and extended coverage premiums for the Leased Premises. Lessee and Lessee's agents, employees, family, licensees, invitees, visitors, and contractors shall comply with all federal, state, and local laws relating to the use and occupancy of the Leased Premises, and relating to criminal conduct while such persons are on the Leased Premises. Lessee and the persons listed above shall not (a) use, occupy, or permit the use or occupancy of the Leased Premises for any purpose which is directly or indirectly forbidden by such laws or which may be dangerous to life or property; (b) permit any public or private nuisance; (c) do anything which might emit offensive odors or fumes; (d) make undue noise; (e) set up vibrations in the buildings; (f) permit anything which would negatively affect Lessor's or Lessee's insurance coverage; (g) store any hazardous materials as defined by State or Federal Laws nor create any hazardous nuisance; or (h) otherwise damage the Leased Premises. Lessee will not use the premises, improve the premises or alter the premises in any manner that would violate any Deed Restrictions, Covenants Conditions or Restrictions, or Association Regulations.

10.6 Compliance with Laws:

- A. Lessee, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the premises, including Hazardous Materials Laws.
- B. "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the federal government, including, but not limited to, any material or substance that is (1) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. §1317, (2) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., (3) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (4) petroleum, (5) asbestos, and (6) polychlorinated biphenyls.

ARTICLE 11. MECHANIC'S LIEN

11.1 Liens: Lessee shall not cause or permit any mechanic's lien or liens or other liens to be filed against the fee of the Leased Premises or against Lessee's leasehold interest in the land or any buildings or improvements on the Leased Premises by reason of any work, labor services, or materials supplied or claimed to have been supplied to Lessee or to anyone holding the Leased Premises or any of them through or under Lessee. If such a mechanic's lien or materialman's lien is recorded against the Leased Premises or any buildings or improvements on the premises, Lessee shall either cause the same to be removed or, if Lessee in good faith desires to contest the lien, take timely action to do so, at Lessee's sole expense. If Lessee contests the lien, Lessee agrees to indemnify Lessor and hold Lessor harmless from all liability for damages occasioned by the lien or the lien contest and shall, in the event of a judgment of foreclosure of the lien to be discharged and removed prior to execution of the judgment.

ARTICLE 12. CONDEMNATION

12.1 Interest of Parties: In the event the Leased Premises or any part of the Leased Premises are taken for public or quasi-public purposes by condemnation as a result of any action or proceeding in eminent domain, or are transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interest of Lessor and Lessee in the award or consideration for the transfer and the effect of the taking of transfer on this Lease shall be provided by this article.

12.2 Total Taking Termination: If the whole of the Leased Premises or such portion thereof as will make the demised property unsuitable for use as exercised as of the date of such taking is condemned for any public use or purpose by any legally constituted authority, then, in such event, this Lease shall cease from the time possession is taken by such public authority. Rental shall be accounted for between Lessor and Lessee as of the date of surrender of possession. Such termination shall be without prejudice to the rights of each the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage to their respective estates caused by such condemnation.

12.3 Partial Taking Continuation: If a part of the Leased Premises is taken under the power of eminent domain and the continued use of the demised premises by Lessee is not thereby made impracticable, as determined by the Lessee, then this Lease shall continue in force and effect. Rental payment provided herein shall therefore be reduced in such proportion as the square footage of the Leased Premises taken by condemnation bears to the total square footage of the Leased Premises.

12.4 Voluntary Conveyance: Nothing in this article prohibits Lessor from voluntarily conveying all or part of their interest in the Leased Premises to a public utility, agency or authority under threat of a taking under the power of eminent domain. Any such voluntary conveyance shall be treated as a taking within the meaning of the article.

ARTICLE 13. INSURANCE AND INDEMNIFICATION

13.1 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 \$1,000,000.00 per incident, in which Lessor shall be named as additional insured.

If Lessee does not maintain all such insurance in full force and effect, Lessor may notify Lessee of such failure and if Lessee does not deliver to Lessor within ten (10) calendar days after such notice certification showing all such insurance to be in full force and effect, Lessor may, at its option, procure the insurance to comply herewith and pay the premiums on the items specified in such notice, and Lessee covenants to reimburse and pay Lessor upon demand, as additional rent, any amount so paid or expended in the payment of the insurance premiums required hereby and specified in the notice.

Notwithstanding anything in this Lease to the contrary and to the extent permitted by applicable law, each party hereto hereby releases and waives all claims, rights of recovery and causes of action that either such party claiming by, though, or under such party (including each party's insurers), by subrogation or otherwise, may now or hereafter have against the other party or any of the other party's directors, officers, employees, or agents, that could have been insured against under the terms of customary fire and extended coverage insurance policies. Lessor shall not be obligated to insure any of Lessee's buildings, equipment, personal property, goods, furniture, or otherwise be liable for any damage or destruction of any of the foregoing.

13.2 Indemnification of Lessor: Except for the claims of recovery and causes of action that Lessor has released and waived herein, and to the extent permitted by the laws and Constitution of the State of Texas, and with the mutual understanding that Lessee is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from the current revenues and that no order, resolution, tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, Lessee shall defend, indemnify and hold harmless Lessor and Lessor'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 Lessee, its agents or employees arising out of the performance of the services rendered under this contract, including any claims or suits by contractors, regardless of whether such persons are or are not acting within the scope of their employment at the time. Lessor shall not be liable for any damage of any kind or for any damage to property, death or injury to persons from any cause whatsoever by reason of the use or occupancy of the Premises by Lessee. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor and its directors, officers, employees, contractors, agents, invitees and guests for damage or loss of any kind, for direct damages, consequential damages, loss of profits, business interruption, or for any damage to property, death or injury to persons from any cause whatsoever, including, but not limited to, acts of other tenants, vandalism, loss of trade secrets or other confidential information, any damage, loss or injury caused by a defect in or on the Premises.

ARTICLE 14. ASSIGNMENT AND SUBLEASE

14.1 Assignment: Lessee may not sell or assign his leasehold estate, or sublet the Leased Premises or any portion of them or any portion of any building or other improvement erected on the premises, without prior written consent of Lessor, which consent shall not be unreasonably withheld. It is agreed, however that any such transfer, assignment, or sale made with consent of Lessor shall be subject to the obligation to Lessor as set forth in this Lease, and shall not release Lessee of Lessee's obligation under this Lease.

ARTICLE 15. DEFAULT AND REMEDIES

15.1 The term "Act of Default" refers to the occurrences of any one or more of the following: (i) failure of Lessee to pay within ten (10) working days of due date any Rent or other amount required to be paid under this Lease; (ii) 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; (iii) 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. 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.

15.2 Other Remedies: Any termination of this Lease as provided in the Article shall not relieve Lessee from the payment of any sum or sums that are due and payable to Lessor under the terms of this Lease Agreement, or any claim for damages then or previously accrued against Lessee under this Lease. Any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law or for future rentals, or from recovering damages from Lessee for any default under the Lease. All rights, options and remedies of Lessor contained in this Lease, or afforded by law, shall be construed and held to be cumulative and no one of them shall be exclusive of the other. Lessor shall have the right to pursue any one or all of such remedies or another remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by Lessor of a breach of any of the covenants, conditions or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained in this Lease.

ARTICLE 16. LESSOR'S WARRANTY OF TITLE

16.1 Lessor Warranty: Hereby represents and warrants that it is the owner in fee simple absolute of the Leased Premises, subject only to streets, rights-of-way, if any, utility easements and other matters of record.

ARTICLE 17. GENERAL PROTECTIVE PROVISIONS

17.1 Rights of Entry and Inspection: Lessee shall permit Lessor's representatives to enter into and on the Leased Premises at any reasonable time on any business day for the purposes of inspection, maintenance, making repairs or alterations to the premises or any other purpose necessary to protect Lessor's interest in the Leased Premises or to perform Lessor's duties under this Lease.

17.2 No Partnership or Joint Venture: The relationship between Lessor and Lessee at all times shall remain solely that of Lessor and Lessee and not be deemed a partnership or a joint venture.

17.3 Force Majeure: It is expressly understood and agreed that if the curing of any default (other than failure to pay rent, insurance premiums, or ad valorem taxes) or the performance of any other covenant, agreement, obligation or undertaking contained in this Lease is delayed by reason of war, civil commotion, act of god, governmental restrictions, act of terrorism, regulations or interference, fire or other casualty, or any other circumstance beyond Lessee's control or beyond the control of the party obligated or permitted under the terms of this Lease to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, each party so delayed shall be excused from doing or performing the same during the period of delay.

17.4 No Termination of Bankruptcy: Neither bankruptcy, insolvency, assignment for the benefit of creditors nor the appointment of a receiver shall affect this Lease as long as Lessee and Lessor or their respective successors or legal representatives continue to perform all covenants of this Lease.

17.5 No Waiver: No waiver by either party of any default or breach of any covenant, condition or stipulation contained in this Lease shall be treated as a waiver of subsequent default or breach of the same or any other covenants, condition or stipulations of this Lease.

17.6 Release of Lessor: If Lessor sells or transfers all or part of the Leased Premises and as part of the transaction assigns its interest as Lessor in and to this Lease, then from and after the effective date of the sale, assignment or transfer, Lessor shall have no further liability which have accrued and are unsatisfied as of that date. The covenants and obligations of Lessor contained in this Lease shall be binding on landlord and his heirs, successors and assigns, only during and in respect of their respective successive period of ownership of the fee.

17.7 Joint and Several Liability: If more than one Lessee or Lessor is named under this Lease the obligation of all such Lessees or Lessors shall be joint and several.

17.8 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 18. MISCELLANEOUS

18.1 Miscellaneous: Delivery of rents and notices. All rents or other sums, notices, demands or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or at the time of mailing. All payments, notices, demands, or requests from Lessee to Lessor shall be mailed to:

Lessor:

VIMOSA II
Attn: Orlando Navarro
2801 E. Montgomery St.
Laredo, Texas 78043

With Copy to:

Robert A. Saldaña
217 W. Village Blvd., Ste. 3
Laredo, Texas 78041

Lessee:

Webb County Head Start Program
P.O. Box 2578
Laredo, Texas 78044

With Copy to:

Marc A. Montemayor
County Attorney
1110 Washington Ste. 301
Laredo, Texas 78040

18.2 Parties Bound: This Agreement shall be binding upon and inure to the benefit of the parties to the Lease and other respective heirs, executors, administrators, legal representatives, successors and assigns.

18.3 Texas Law to Apply: This Agreement shall be construed under and in accordance with the laws of the state of Texas.

18.4 Legal Construction: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality or unenforceable provision had never been contained in the Lease.

18.5 Amendment: No amendment, modification, or alternation of the terms of this Lease shall be binding unless it is in writing, dated subsequent to the date of this Lease, and duly executed

by the parties to this Lease.

18.6 Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Lease are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

18.7 Attorney's Fees and Costs: If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching party agrees to pay the other party its attorney's fees and costs incurred to enforce the Lease. Notwithstanding the foregoing, Lessee shall be responsible to Lessor for any and all attorney's fees, cost and other expenses incurred in enforcement of the terms and provision of this Lease. Such attorney's fees, cost and expenses shall be reimbursable to Lessor by Lessee, upon demand. Failure to reimburse Lessor for any such attorney's fees, cost or expenses shall also constitute an event of default hereunder.

18.8 Time of Essence: Time is of the essence of this Agreement.

SIGNATURES ON FOLLOWING PAGE.

This Lease has been executed by the parties on this ____ day of _____, 2017.

Lessor:

VIMOSA II, a Texas General Partnership

By: B.P. NEWMAN INVESTMENT CO.,
Managing Partner

By: Nancy N. de Arda
Name: NANCY N. de Arda
Title: Vice President BPNIC

Lessee:

COUNTY OF WEBB

By: Tano Tijerina
TANO TIJERINA
Webb County Judge

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

By: Margie Ramirez Ibarra



APPROVED AS TO FORM:

M. A. Montemayor

Marc A. Montemayor
Webb County Attorney

**Passed and approved by the Webb County
Commissioners Court on May 22, 2017;
item no. 12d.**

Commissioners Court Meeting

12. d.

Meeting Date: 05/22/2017

Sierra Vista

Department: Head Start

Subject:

Discussion and possible action for Webb County to enter into a Sixty (60) month (April 1, 2017 through March 31, 2022) lease agreement extension with VIMOSA II regarding lease space locate at 102 Sierra Vista Blvd, Laredo, Texas at a yearly cost of ONE DOLLAR (\$1.00) including property taxes, and authorizing the County Judge to execute all relevant documents; and any other matters incident thereto. **[Requested by Aliza Oliveros, Head Start Director; Account #2357-5190-531-444100]**

Background:

The lease is for \$1.00 a year and the amount of land tax.

Previous Court Action:

None.

Fiscal Impact**Budget**

Account 2357-5190-531-444100

Number:

Funding Source: Head Start

Balance: \$13,950

Financial Impact:

100% Grant Funded. No impact to the General Fund.

Attachments

Sierra Vista Lease
