

## LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is made and entered into effective this 8<sup>th</sup> day of October, 2024 between **Nueces County** ("**Lessor**") and the **Robstown Independent School District**, ("**Lessee**"). This Agreement is made in accordance with section 272.005 of the Texas Local Government Code.

### ARTICLE 1. PROPERTY

In consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor the **Property** as more particularly described on Exhibit "A". The "**Property**" includes that building (the "**Building**"), known as the Nueces County Memorial Agricultural Center – the Old Showbarn located on the Nueces County Show Barn Tract, Robstown, Texas, as shown on the map attached as Exhibit "A-1" hereto. "**Property**" means the Building and the parcel(s) of land on which it is located as more fully described on Exhibit "A" and Exhibit A-1, together with all other buildings and improvements located thereon (except for warehouse building as described herein); and the Parking Area (defined below) and other improvements serving the **Building**, if any, and the parcel(s) of land on which they are located. However, use of the **Parking Area** is specifically reserved by the County during an emergency. This Lease is subject to and subordinate to any other third party agreement Lessor may currently have or may later have for use of the **Parking Area** during an emergency. Emergency includes all hazards including acts of God or man-made. Specifically, excluded from this Lease is that building currently utilized by Lessor to warehouse County property as set out in Exhibit A-1, including ingress and egress to such building.

### ARTICLE 2. TERM

The initial term of this Lease shall be for one year (the "**Term**") commencing on October 1, 2024 (the "**Commencement Date**") ending October 1, 2025 and Lessor and Lessee agree that Lessee shall have the option to renew the Terms of this Lease for five two year periods times at the end of each two year period. This shall be done via written notice 90 days before the end of the lease term. Notwithstanding the foregoing, it is expressly agreed by Lessor, that Lessee shall have the option to terminate this Lease, at any time during the Term or any renewal period thereof, upon ninety (90) days prior written notice to Lessor at the address provided herein. Lessor shall have the option to terminate this Lease, at any time during the Term or any renewal period thereof, upon ninety (90) days prior written notice to Lessee at the address provided herein.

### ARTICLE 3. RENT

Lessee agrees to pay Lessor, without any prior demand therefore and without any deduction or set off whatsoever other than as provided for herein, the sum of One Dollar (\$1.00) ("**Rent**") beginning on the Commencement Date hereof and continuing thereafter yearly throughout the Term. Lessee agrees that Lessor may

annually raise the Rent amount commensurate with any increase in Lessor's insurance for the Building. Lessor will provide notice to Lessee of any increase thirty (30) days prior to Rent due date. In addition, Lessee as consideration for use of the *Property* shall make certain improvements to *Property* as further set out herein.

#### ARTICLE 4. USE

Lessee shall operate the *Property* for the use and purpose for which it is let, to-wit: youth agricultural programs, specifically the housing of animals being raised pursuant to Lessee sponsored FFA program.

#### ARTICLE 5. MAINTENANCE AND SURRENDER

Lessee shall, at his own expense and risk, perform regular maintenance and repair in the *Property*, including the *Building*, and keep them free from waste or nuisance. Lessee shall trim and dispose of all overgrown foliage around *Building* and shall continue to do so for the Term of this Agreement.

Lessee shall also maintain and regularly mow the field north of the *Building*, as shown on Exhibit A-1.

Lessee shall deliver up the *Property* in a clean and sanitary condition at the termination of this Lease in good repair and condition, less reasonable wear and tear, and damage by fire, tornado, or other casualty excepted. In the event Lessee should neglect to reasonably maintain the *Property*, Lessor shall have the right, but not the obligation, after written notice to Lessee and at least thirty (30) days, or such other time as may be reasonable, to cure the same, to cause reasonable repairs to be made and any reasonable cost therefore shall be payable by Lessee to Lessor as additional Rent on the next installment of Rent due hereunder. Under no circumstances shall Lessee be responsible for structural repairs or replacements to the improvements on the *Property unless otherwise caused by Lessee, including in the course of making alternations or additions to Building*, and the maintenance obligations in this provision are limited solely to routine maintenance of a facility of similar age and condition.

#### ARTICLE 6. OBLIGATIONS OF LESSOR AND LESSEE

**6.01 Taxes and Assessments.** Lessor shall pay and fully discharge all applicable taxes imposed on the *Property* or any part thereof and all improvements erected thereon before same shall become delinquent. Lessor as a governmental entity is not subject to ad valorem taxes.

**6.02 Alterations, Additions and Improvements.** Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions or

improvements to the **Property** without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. However, Lessor's consent shall not be required for any alteration that satisfies all of the following criteria (a "**Minor Alteration**"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from outside the **Property** or **Building**; (c) will not materially and adversely affect the systems or structure of the **Building**; and (d) does not require work to be performed inside the walls or above the ceiling of the **Property**. The generality of the foregoing notwithstanding, Lessee shall have the right at all times without the prior consent of Lessor, to erect or install shelves, bins, machinery, air conditioning or heating equipment, and trade fixtures, provided that Lessee complies with all applicable government laws, ordinances, and regulations. Power wash **Building** interior and exterior. Prep building for painting prime and paint exterior of **Building** and stables.

All such improvement will become Lessor's at termination of Lease. Lessee shall be responsible for maintenance of all improvements throughout term of Lease.

**6.03 Signs.** Lessee shall have the right to erect signs on any portions of the **Property**, including, but not limited to, the exterior walls of the building, subject to applicable laws. At the request of Lessor, Lessee shall remove all signs at the termination of this Lease, and shall repair any damage and close any holes caused by such removal.

**6.04 Utility Charges; Availability.** Lessee shall pay all utility charges for electricity, water, HVAC, gas and power used in and about the **Property** directly to the provider of same before the same shall become delinquent. Lessor represents and warrants to Lessee that all necessary utilities are available to the **Property**.

**6.05 Insurance. Lessor is self-insured. Personal Property insurance shall be the responsibility of the Lessee.** Lessee agrees that Lessor does not ensure the safety or security of the animals and assumes no responsibility for the loss or damage of any of the animals housed on **Property**.

Lessee, at its expense, shall purchase and maintain in force at all times during the term of this Agreement the insurance with limits not less than indicated below.

No policy shall contain any exclusion for explosion, collapse, or underground coverage.

A. Automobile Liability Covering:

Owned Automobiles

Non-owned Automobiles

including Hired Automobiles

and those of independent contractors. **All must be marked on Certificate of Liability Form as applicable to vehicles that will be utilized on the site. Only those vehicles that are insured under the Certificate of Insurance are permitted at the site.** The foregoing provision shall not apply to visitor parking in the parking lot on the Property.

Bodily Injury / Property Damage

Per

Occurrence

\$500,000

**Nueces County is to be named as additional insured and a waiver of subrogation is required for this policy.**

C. Workers Compensation Insurance Certificate

Employer's Liability Coverage Limit: \$500,000.

All insurance must be written by insurance companies which are rated in the A.M. Best Rating Guide – Property & Casualty with a policyholder's rating of A, and a financial size category of Class VII. **A waiver of subrogation is required for this policy.**

**6.06 Waiver of Subrogation Rights.** Anything in this Lease to the contrary notwithstanding, Lessor and Lessee release each other from any claim, by subrogation or otherwise, for any damage to the *Property*, the building or personal property within the building, by reason of fire, the elements, or any other cause, including negligence of the other party. This release applies only to the extent that it is permitted by law and the damage is covered by insurance proceeds. Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding sentence and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

**6.07 Fire and Casualty Damage.** If the *Building* or other improvements on the *Property* should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

**A. Total Destruction.** If the *Building* on the *Property* should be totally destroyed by fire, tornado, or other casualty, but to such an extent that rebuilding or repairs cannot reasonably be completed within sixty (60) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, at Lessee's option (i) this Lease shall terminate and all Rent shall be abated for the unexpired portion of this Lease, effective as of the date of said written notification, or (ii) Lessee may elect that the *Building* and the *Property* are to be rebuilt or repaired in the time period in which it is determined by Lessor that same can be repaired, provided, however, that while the *Property* are being rebuilt and such *Property* are untenable in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenable shall be adjusted equitably. Lessor may elect not to repair or rebuild *Building*. Upon such election, this Lease agreement shall terminate.

**B. Partial Damage.** If the *Building* or other improvements on the *Property* should be damaged by fire, tornado, or other casualty but not to such an extent that rebuilding or repairs cannot reasonably be completed within sixty (60) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this Lease shall not terminate but Lessor shall at its option and at its sole cost and risk proceed forthwith to rebuild or repair the *Building* and other improvements to substantially restore the condition in which they existed prior to such damage. In the event that Lessor should fail to complete such rebuilding or repairs within sixty (60) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may at his option terminate this Lease by written notification at such time to Lessor, whereupon all rights and obligations hereunder shall cease. Should Lessor elect not to repair or rebuild this Lease agreement shall terminate.

**6.08 Condemnation.** If during the term of this Lease or any extension or renewal thereof, all of the *Property* should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective as of

the date of the taking of the *Property* by the condemning authority.

If less than all of the *Property* shall be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall not terminate but Lessor at its option shall forthwith at its sole expense, restore and reconstruct the *Building* and other improvements, situated on the *Property*, provided such restoration and reconstruction shall make the same reasonably tenantable and suitable for the uses for which the *Property* are leased. The Rent payable hereunder during the unexpired portion of this Lease shall be adjusted equitably.

Lessor and Lessee shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

#### ARTICLE 7. DEFAULT

**7.01 Default by Lessee.** If Lessee shall allow the Rent to be in arrears more than thirty (30) days after written notice of a delinquency, or shall remain in default under any other condition of this Lease for a period of thirty (30) days after written notice from Lessor, or should any person other than Lessee secure possession of the *Property*, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any bankruptcy proceedings, or other operation of law in any manner whatsoever, Lessor may at its option, with notice to Lessee, terminate this Lease.

If Lessee defaults in the performance of any term, covenant, or condition required to be performed by it under this Lease, Lessor may elect to terminate this Lease on giving at least thirty (30) days notice to Lessee of such intention, thereby terminating this Lease on the date designated in such notice, unless Lessee shall have cured such default prior to expiration of the thirty (30) day period.

**7.02 Default by Lessor.** If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this Lease, Lessee may elect the following:

(a) Elect to terminate this Lease on giving at least thirty (30) days notice to Lessor of such intention, thereby terminating this Lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the thirty (30) day period.

#### ARTICLE 8. INSPECTION BY LESSOR

Upon reasonable prior notice to Lessee, except in the case of an emergency, Lessor and its agents shall be permitted to enter into and upon the *Property* during the normal

business hours of Lessee for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the *Building*.

#### **ARTICLE 9. ASSIGNMENT AND SUBLEASE**

**9.01 Assignment and Subletting by Lessee.** Lessee shall have the right, with the prior written consent of Lessor, to assign this Lease, and any interest therein, provided each assignee assumes in writing all of Lessee's obligations under this Lease and Lessee shall remain liable for each and every obligation under this Lease.

Any assignment must be in accordance with applicable governing laws and statutes.

**9.02 Assignment by Lessor.** Lessor is expressly given the right to assign any or all of its interest under the terms of this Lease, provided the assignee expressly assumes all obligations of Lessor hereunder.

#### **ARTICLE 10. INDEMNITY**

NEITHER LESSOR, NOR LESSOR'S AGENTS, SERVANTS, OR EMPLOYEES SHALL BE LIABLE TO LESSEE, OR TO LESSEE'S AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS, OR INVITEES, FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ANY ACT, OMISSION, OR NEGLIGENCE OF LESSEE, ITS AGENTS, SERVANTS OR EMPLOYEES, AND LESSEE, SUBJECT TO THE LIMITATIONS OF APPLICABLE LAW WITHOUT ESTABLISHING A SINKING FUND FOR THE SAME, AGREES TO INDEMNIFY AND HOLD LESSOR AND LESSOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ALL LIABILITY AND CLAIMS FOR ANY SUCH DAMAGE. NEITHER LESSEE, NOR LESSEE'S AGENTS, SERVANTS, OR EMPLOYEES SHALL BE LIABLE TO LESSOR, OR TO LESSOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SERVANTS, OR EMPLOYEES, FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ANY ACT, OMISSION, OR NEGLIGENCE OF LESSOR, ITS AGENTS, SERVANTS, OR EMPLOYEES, AND LESSOR AGREES TO INDEMNIFY TO THE EXTENT ALLOWED BY LAW WITHOUT ESTABLISHING A SINKING FUND AND HOLD LESSEE, AND LESSEE'S OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ALL CLAIMS FOR SUCH DAMAGE. NOTHING HEREIN SHALL BE DEEMED A WAIVER OF ANY OF THE IMMUNITIES OR LIMITATIONS OF LIABILITY OF EITHER LESSOR OR LESSEE UNDER APPLICABLE LAW.

#### **ARTICLE 11. MISCELLANEOUS**

**11.01 Notices and Addresses.** All notices provided to be given under this Lease shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

**Lessor:** Nueces County Judge  
901 Leopard, Rm 303  
Corpus Christi, Texas 78401

Telephone: 361-888-0444  
Facsimile: 361-888-0445

**Lessee:** Robstown Independent School District  
Attn: Superintendent  
801 N. First Street  
Robstown, Texas 78380

Telephone: 361-767-6600  
Facsimile: 361-387-6311

**11.02 Parties Bound.** This Lease shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Lease.

**11.03 Governing Law and Venue.** This Lease shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Nueces County, Texas. Venue by agreement of the parties shall be in a court of competent jurisdiction in Nueces County, Texas.

**11.04 Legal Construction.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or non-enforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**11.05 Prior Agreements Superseded.** This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreements between the parties respecting the subject matter herein.

**11.06 Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by parties hereto.

**11.07 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. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**11.08 Waiver of Default.** No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be waived or any other breach of the same or any other term, condition, or covenant contained herein.

**11.09 Force Majeure.** Neither Lessor nor Lessee shall be required to perform any term,



condition or covenant in this Lease so long as such performance is delayed or prevented by force Majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

**11.10 Authority.** The person signing this Lease as Lessor has the full right, power, and authority to execute this Lease on behalf of Lessor, and to carry out Lessor's obligations, including the conveyance of the *Property* to Lessee as provided in this Lease, without the joinder of any other person.

**11.11 Time of Essence.** Time is of the essence of this Lease.

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IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Lease as of the day and year first above written.

LESSOR:

Nueces County



Connie Scott  
County Judge



ATTEST:

  
County Clerk

LESSEE:

Robstown Independent School District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit "A"**

Nueces County Memorial Agricultural Center – the Old Showbarn located on the  
Nueces County Show Barn Tract, Robstown, Texas at 900 W. Ave. J, Robstown, Texas.

**Exhibit "A-1"**  
**Map of Property**