

**GROUND LEASE**

**Between**

**THE CITY OF LAREDO**

**And**

**UNITED INDEPENDENT SCHOOL DISTRICT**

**THIS LEASE AGREEMENT** entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the City of Laredo (hereinafter called the "City"), and the United Independent School District (hereinafter called the "District"), each acting by and through their respective governmental bodies. This Lease Agreement referred to in and attached to the Interlocal Agreement as 'Exhibit A' between the City and the District for the Construction and Management of Baseball Parks approved by the City and the District contemporaneous to this Lease Agreement.

**WITNESSETH:**

In consideration of the mutual covenants and agreements herein set forth, District and City agree and covenant as follows:

**ARTICLE I**

**PREMISES**

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, District does hereby lease to City and City does hereby lease from District the real property located in Laredo, Webb County, Texas as more specifically described in 'Exhibit B' attached hereto and incorporated herein by reference. The said property is hereinafter referred to as the "Premises" or "Leased Premises."

**ARTICLE II**

**TERM OF LEASEHOLD**

**2.1 Primary Term.** The Primary Term for this Lease shall be for a term of twenty (20) years beginning on the date of this lease agreement, subject to one (1) extension term of no greater than fifteen (15) years, under the same terms and conditions, unless the District notifies

the City in writing of its intent not to extend the lease on or before the last day of year 19 of this lease.

**2.2 Extension Terms(s).** So long as City is not in default of this Lease, City may, extend the Term (defined above) of this Lease for an Extension Term of no more than one year increments, unless on or before 62 days before expiration of any extended yearly term, the District notifies the City in writing of its intention not to enter into the next yearly extension.

**2.3 Sale or Transfer of District's Interest.** In the event of a sale, exchange or conveyance by the District of the Premises, other than a transfer for security purposes only, the District shall be relieved from all obligations and liabilities on the part of the District accruing from the date of closing of the sale, exchange or conveyance.

**2.4 Expiration of Lease.** At the expiration of this Lease in its initial term or any subsequent extensions, or should the Lease terminate earlier for reasons as stated in this lease and attached agreement, the leased lands and all facilities and fixtures thereon shall be the sole property of the District; however, the City and its constituents shall continue to have the use of the leased lands and the equipment and facilities to the same extent as third party users of District's facilities shall have at such time.

### **ARTICLE III RENTAL**

The City agrees that the Leased Premises comprise approximately 4 acres. The District agrees that there shall be no rental fees for use of the Premises throughout the duration of this Lease in consideration of the improvements to be made by the City on the Leased Premises and because of the covenants contained herein.

### **ARTICLE IV GENERAL PROVISIONS**

**4.1 New Construction/Remodel of Existing Improvement.** This Lease is written for the lease of the ground described, which may or may not have any existing improvements. Proposed construction or remodeling by City must be in accordance with all applicable state and local codes and laws.

**4.2 Park Naming.** Once constructed, any decisions regarding the official or unofficial naming of the baseball parks shall be made by the Joint Use Committee.

**4.3 Prohibited Uses.** The following uses shall not be permitted by either party on the Leased premises at any time: residential; trailer courts; labor camps; junkyards; mining and quarrying; dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, refuse; hazardous material or hazardous waste; fat rendering; stockyards or slaughtering of animals; smelting of iron, tin, zinc or other ores; or large animal raising together with any other use prohibited within the present or future City of Laredo zoning designation for the Leased Premises.

**4.4 Performance Standards.** The Leased Premises shall not be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions, including but not limited to:

- Hazardous activities
- Consumption of Alcoholic Beverages
- Smoke, dust, odor, or other forms of air pollution
- Electronic or radio interference

**4.5 Federal Orders.** The District, as Lessor, agrees to lease to the City, as Lessee, the real property described in Exhibit "B" to the Interlocal Agreement between the City and the District for the construction and management of the baseball parks, to which this Lease is attached.

This Lease is pursuant to the following Special Conditions of Federal Judicial Order 5281:

As further covenant, consideration, and condition, the following restrictions shall, in all things, be observed, followed, and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color; or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.

This restrictions and conditions shall be binding upon Lessee, the City of Laredo, and its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the a grantor herein and its successors, the instrument shall be null and void, and grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of grantor herein and its successors shall be a waiver of the operation or endorsement of such condition.

Pursuant to Federal Order 5281, the Board of Trustees of the District shall notify the Texas Commissioner of Education of its intent to enter into said Lease. In the event the Commissioner should disapprove of this Lease, it shall become null and void and of no effect.

It is understood and agreed that the City and the District shall construct, use, and/or maintain a baseball park, to be known by a name that will be determined in the future by the Joint Use Committee, on the leased lands adjacent to Sigifredo Perez Elementary School and the terms of this Lease Agreement and the Interlocal Agreement between the parties referred to above, to which this Lease is attached as Exhibit "A," shall be read with this Lease Agreement as one instrument.

**4.6 Non-discrimination Covenant.** The District and the City, as well as their personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

(a.) That no person on the grounds of race, creed, color, sex, national origin or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(b.) 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, creed, color, sex, national origin or disability shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

**4.7 Agreement Made in Writing.** This Lease together with the Interlocal Agreement contains all of the agreements and conditions made between the parties hereto and may not be

modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

**4.8 Paragraph Headings.** The paragraph headings and subheadings contained within this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

**4.9 Severability.** If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

**4.10 Successors and Assigns.** All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon District and City and their successors, assigns, legal representatives, heirs, executors and administrators.

**4.11 Authorization to Enter into Lease.** If City signs this Lease as a corporation, each of the persons executing this Lease on behalf of City warrants to District that City is a duly authorized and existing corporation, that City is qualified to do business in the State of Texas, that City has full right and authority to enter into this Lease, and that each and every person signing on behalf of City is authorized to do so. Upon District's request, City will provide evidence satisfactory to District confirming these representations.

**4.12 Effective Date.** This Lease shall be effective beginning October 15, 2008.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**FOR THE CITY:**

**ATTEST:**

**CITY OF LAREDO, A Municipal  
Corporation of the State of Texas**

\_\_\_\_\_  
Gustavo Guevara  
City Secretary

\_\_\_\_\_  
Carlos R. Villarreal  
City Manager

**APPROVED AS TO FORM:**

Raul Casso, IV  
City Attorney

By: \_\_\_\_\_  
Kristina Laurel Hale  
Assistant City Attorney

**FOR THE DISTRICT:**

\_\_\_\_\_  
Roberto J. Santos  
Superintendent of Schools

**ATTEST:**

\_\_\_\_\_  
Juan Antonio Molina, Jr. , Secretary  
Board of Trustees, U.I.S.D.

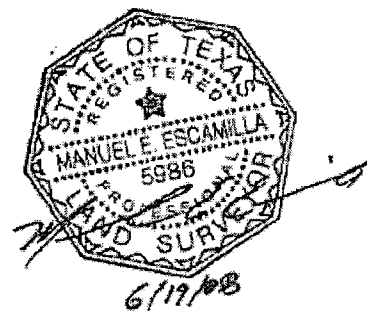
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonya Marquez Garcia  
Attorney for U.I.S.D.

The foregoing Ground Lease between United Independent School District and the City of Laredo was approved by the Board of Trustees of United Independent School District on October 15, 2008.

United Independent School District

By: \_\_\_\_\_  
John M. Bruce  
President, Board of Trustees



Perez Elementary School  
"El Eden" City Park Easement

A tract of land containing 4.06 acres of land, more or less, situated in Sierra Vista Subdivision Unit 2-C, Recorded in Vol. 7, Page 53 of the Webb County Plat Records. Of this 4.06 Acres, 0.79 Acres is located within Lot 1, Block 1, 0.53 Acres is located within Lot 2, Block 2 and 2.74 acres is located within Lot 3, Block 1. This 4.06 acre tract also being located within Porcion 37, Abstract 410 - Jose Bartolo Chapa Original Grantee, Webb county Texas. This 4.06 Acre Tract of land being more particularly described as follows;

*Beginning* at a found concrete monument, being the Southeast corner of Said Lot 3, Block 1, Thence West Along the South property line of Said Sierra Vista Subdivision Unit 2-C, passing a found 3/8" iron rod being the common south corner of said Lots 2 and 3 at a distance of 351.29 feet, continuing for a total distance of 537.00 feet to the Southwest corner of this tract;

*Thence, North* ~ a distance of 292.28 feet to a point of deflection hereof;

*Thence, East* ~ a distance of 58.98 feet to a point of deflection hereof;

*Thence, North* ~ a distance of 24.07 feet to a point of deflection hereof;

*Thence, East* ~ a distance of 126.73 feet to a point on the eastern property line of said Lot 1, Block 1.

*Thence, North*, being along the eastern property line of said lot 1, block 1, a distance of 23.53 feet to a point of deflection hereof;

*Thence, East*, generally along an existing chain link fence ~ a distance of 351.29 feet to the eastern property line of said lot 3, block 1, for a point of deflection hereof;

*Thence, South* along the same eastern property line of said Lot 3, Block 1, generally along an existing chain link fence, a distance of 339.88 feet to a found concrete monument, being the *Point of Beginning* for this tract of land containing 4.06 acres, more or less.

Basis of Bearing: The Southeast Corner of Said Lot 3, Block 1, being a found Conc. Monu. And the Northeast corner of same. (North ~ 620.04')

Puig Engineering 

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