

LEASE AGREEMENT

By authority of Ordinance No. 2021-O-042, this lease is entered into, effective from the date of passage, by and between the CITY OF LAREDO, a Municipal Corporation located in Webb County, Texas, hereinafter "Lessor" and ST. PATRICK'S CHURCH, hereinafter "Lessee" and the parties hereto agree as follows:

DEMISED PREMISES

LESSOR, hereby agrees to lease LESSEE a parcel of land of 3455.00 square feet being out of the right-of-way at Del Mar Blvd. and Fenwick Dr. in Porcion 25, adjacent and to the north of Lot 721, Block 44, Section 2-A, Area "C" Del Mar Hills Subdivision, as per plat recorded January 4, 1973, Volume 2, Page 226, Webb County Texas Plat Records, and more particularly described and show on Exhibit "A", attached hereto.

TERM

The term of this lease shall be for five (5) years, beginning on October 1, 2020 thru September 30, 2025, with a five (5) year renewal option. LESSOR shall have the right to terminate this lease at any time during the term hereof by giving sixty (60) days written notice to LESSEE.

RENT

LESSEE, covenants and agrees to pay LESSOR as rent for the said premises, the sum of one (\$1.00) dollar per year.

IMPROVEMENTS

LESSOR, acknowledges that there are improvements on the leased premises on the date of signing of this lease, and agrees that such may remain throughout the term of this lease. LESSEE may not, however, construct any additional improvements, buildings or fixtures on the leased area during the term of this lease.

NO ASSIGNMENT

This lease may not be assigned.

LIABILITY

LESSEE, indemnifies LESSOR and holds LESSOR harmless from any and all claims for loss, cost, or damages that may arise out of or in connection with the LESSEE'S lease and use of the leased premises.

RIGHT OF LESSOR TO TERMINATE

LESSOR, may terminate this lease at any time, by giving LESSEE, written sixty (60) days' notice of termination.

COMPLIANCE WITH LAW

LESSEE, agrees to comply with all local, state, and federal laws which apply to the leased area and the use thereof.

INDEMNIFICATION

LESSOR WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS LESSEE FROM ANY AND ALL CLAIMS, ACTIONS, AND JUDGMENTS, INCLUDING ALL COSTS OF DEFENSE AND ATTORNEY'S FEES INCURRED IN DEFENDING AGAINST SAME, ARISING FROM AND RELATED TO THE AGREEMENT STATED ABOVE. LESSOR ACTIONS INCLUDE THE ACTS OF LESSOR AGENTS AND EMPLOYEES.

In the event any claim or suit is brought against LESSEE within the scope of this Agreement, LESSOR shall pay for legal counsel chosen by LESSEE to defend against the same.

This Agreement shall encompass claims resulting from any actions that may give rise to a claim against LESSEE.

In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such actin shall be entitled, in addition to any legal fees incurred in defending against any third-party claim, to its reasonable legal fees and costs incurred in such actin to interpret or to enforce the terms of this agreement.

NOTICES

Any notices which are required hereunder, or which the LESSOR OR LESSEE desire to serve upon the other, shall be in writing and shall be deemed served when hand delivered to the other party, or when received by the other party by certified mail, return receipt requested,

Addressed to LESSEE as follows:

Rev. Anthony Mendoza
Pastor
555 E. Del Mar Blvd.
Laredo, Texas 78041

Addressed to LESSOR as follows:

City Manager
City of Laredo
1110 Houston St.
Laredo, Texas 78042

Executed in triplicate originals on this 18th day of February, 2021.

LESSOR: City of Laredo
A Municipal Corporation

PHA By: Robert A. Eads
Robert A. Eads, ICMA-CM
City Manager

Attest:

Jose A. Valdez, Jr
City Secretary

LESSEE: St. Patrick's Church

By: Rev. Anthony Mendoza
Rev. Anthony Mendoza
Pastor

