

**LEASE AGREEMENT
BETWEEN TOM GREEN COUNTY AND
THE CRISTOVAL LITTLE LEAGUE ASSOCIATION**

STATE OF TEXAS §

COUNTY OF TOM GREEN §

Tom Green County, acting by and through the Tom Green County Commissioners' Court, hereinafter known as "Lessor", whose address is Tom Green County, 113 West Beauregard Avenue, San Angelo, Texas 76903-5887, hereby leases, under the following terms and conditions as hereinafter set out, unto CRISTOVAL LITTLE LEAGUE ASSOCIATION, a Texas non-profit organization, acting by and through its duly authorized President, Cole Sealy hereinafter known as "Lessee" whose address is P. O. Box 175, Cristoval, Texas 76935. The leased premise is described in Exhibit A or B attached hereto and incorporated herein by reference.

1. TERM.

1.1 The term of this Lease shall be for one (1) year, beginning January 1, 2009 and ending on December 31, 2009.

Lessee shall have an option to renew the lease agreement for (2) additional *one* year terms on the same terms, conditions, covenants contained herein, including the same rentals, with the lease additional lease terms to begin January 1, 2010 and ending on December 31, 2010; and January 1, 2011 and ending on December 31, 2011.

Lessee shall notify Lessor in writing no later than December 1st each year of term of Lessee's intention to exercise its option to renew and extend the lease agreement.

Lessee may not exercise its options to renew and extend the lease agreement if it is in default on any of the terms or provisions of this lease agreement.

2. RENT

2.1 Amount. Rental for the Leased Premises shall be paid in annual installments in advance beginning January, 2009, and shall be the sum of One Dollar (1.00) per year.

2.2 Place of Payment. Said payments shall be made to the Tom Green County Administrative Services Director, 124 W. Beauregard Avenue, San Angelo, Texas 76903-5835.

2.2 **Further Consideration.** Lessee representing the CHRISTOVAL Little League Association will provide an affordable, quality recreation experience for all citizens desiring to participate in such program, subject to the terms and conditions herein stated.

3. **USE OF LEASED PREMISES.**

3.1 **Use.** Leased premises shall be used by Lessee only for activities associated with CHRISTOVAL Little League Association and for uses normally incident thereto and for no other purpose. However, it is hereby agreed by the parties that the Leased Premises shall be made available to the Toenail Trail Days Committee and used for other activities and events by the public during Christoval's Annual Toenail Trail Days.

3.2 **Termination.** If at any time the Leased Premises and any improvements thereon shall cease to be used for such purpose, Lessor shall have the right to terminate this Lease by giving sixty (60) days written notice given to Lessee. For purposes of this section it is agreed that non-use of the Leased Premises at any time other than during the baseball season shall not be a cessation of use for which the Lease may be terminated.

3.3 **Cancellation.** Lessor shall also have the right to cancel this Lease for any use deemed more appropriate by the Tom Green County Commissioners' Court after written notice is given to Lessee and the lapse of ninety (90) days. Notwithstanding the above, such right to cancel for any purpose deemed more appropriate will not exist during the first (2) year primary term of the Lease.

Such described right to cancel shall exist only in the option terms as described in Section 1.1 hereof.

If cancellation occurs, Lessee shall have the right to remove improvements (non-fixtures) placed by Lessee, but in no event shall Lessor be required to reimburse Lessee for improvements, fixtures or expenses incurred by Lessee in connection with the Lease. Lessee shall possess the right to remove lights and light standards, which it may erect on the leased premises.

4. **CONDITION OF LEASED PREMISES.**

4.1 **Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

- 4.2 **Improvements.** It is agreed by the parties that Lessee, subject to the prior approval of the Tom Green Commissioners Court, shall have the right from time to time at its sole cost and expense, to construct on the Leased Premises such buildings and other improvements, and such alterations, additions and changes therein as is deemed necessary or convenient for the purpose of conducting activities associated with the CHRISTOVAL Little League Association, the complete direction and control of which shall be the responsibility and prerogative of the Board of Directors of Lessee. Lessee shall not be required to obtain consent for ordinary repairs and maintenance of the Leased Premises.
- 4.3 **Permits.** Any permit for improvement to the Leased Premises under this Lease must comply with the terms of this Lease Agreement, with the Building, Electrical, Mechanical and Plumbing Codes which may be applicable within Tom Green County, with other ordinances of Tom Green County and with the laws of the State of Texas, so far as one or more of the above may be applicable.
- 4.4 **Maintenance.** Lessee agrees to keep and maintain the Leased Premises and any all structures in place erected or caused to be erected or placed on the Leased Premises in good and tenantable condition and appearance, and further agrees to keep said Leased Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and will keep said Leased Premises cleared of all objectionable matter. Lessee shall maintain the Leased Premises free and clear of brush and weeds.
- 4.5 **Failure to Maintain.** In the event Lessee shall fail to keep said Leased Premises in a manner acceptable to Tom Green County, then the Tom Green County Commissioners' Court, after reasonable notice, shall have the power and express authority to cause or require the Leased Premises to be cleaned, cleared, mowed or repaired, and lessee expressly authorizes the cost of any such cleaning, clearing, mowing or repairing to be added to the annual rental payment with interest at the rate of (10) percent per annum beginning thirty (30) days form the date on which the work was completed, until such cost is paid in full.
- 4.6 **Control of Traffic.** Lessee shall be entitled to barricade the Leased Premises in order to keep all traffic on the paved roads at such times the Leased Premises is used by Lessee.

5. **LIMITAIONS OF LESSEE IN LEASED PREMISES.**

- 5.1 **Reservations.** Lessor, its agents or assigns, reserves the privilege and right at any time to execute and deliver valid oil, gas and other mineral leases upon the Leased Premises, valid right-of-way easements for gas, oil or water pipelines, telephone, telegraph, or electric pole transmission lines on said Leased Premises, or any part thereof, and in such event this Lease shall be subject and subordinate to the rights, terms and privileges of any such oil, gas and other mineral lease or such easements as may have been executed heretofore or hereafter by Lessor, its agents or assigns.

- 5.2 **Easements.** An easement across the Leased Premise is hereby retained by Lessor for the purpose of laying sewer, electrical, and water lines and for necessary right-of-way for roads, alleys or other throughways.
- 5.3 **No Assignment or Subletting.** Lessee will not assign or sublet this Lease, in whole or in part without the written consent of Lessor.
- 5.4 **No Encumbrances.** Lessee shall not have the right to encumber the Leased Premises leased hereunder without the consent of the Commissioners' Court of Tom Green County, provided however, this provision shall not prohibit Lessee from encumbering its personal property which may be removed from the realty without injury to the realty.
- 5.5 **Lessor's Right to Enter.** At all times during the term of the Lease, Lessor or its elected officials, employees, agents, and representatives shall have the right to enter said Leased Premises during reasonable hours for the purpose of examining and inspecting the same and determining whether Lessee shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this Lease.

6. **DEBTS REALTED TO LEASED PREMISES.**

- 6.1 **Incidental Charges.** Lessee shall pay or cause to be paid all incidental charges, but no limited to, permit fees incurred in connection with its operations and use of the Leased Premises.
- 6.2 **Utilities.** Lessee shall pay or cause to be paid all charges to be paid for water, sewer, gas, electricity, telephone, trash pick-up, cable and any and all other utilities used on the Leased Premises throughout the term of this Lease, including any connection fees or fees associated with the installation of the utilities.

7. **COVERAGES.**

- 7.1 **INDEMNIFICATION.** LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR, ITS ELECTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDEMENTS, COSTS AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS REPRESENTATIVES, VOLUNTEERS, OR EMPLOYEES OF LESSEE OR LESSOR, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM LESSEE'S OPERATION HEREUNDER, OR SUSTAINED FROM IN OR UPON THE LEASED PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LESSEE HEREUNDER.

7.2 **WAIVER AND RELEASE.** IN CONSIDERATION FOR THE RIGHT TO ENTER ON AND UTILIZE THE LEASED PREMISES, LESSEE HEREBY AGREES TO WAIVE OR RELEASE ANY RIGHTS THAT LESSEE (AND LESSEE'S AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, GUESTS AND INVITEES) MAY HAVE TO MAKE A CLAIM OR INSTITUTE ANY ACTION AT LAW OR IN EQUITY AGAINST LESSOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, AND ELECTED OFFICIALS ARISING FROM ANY DAMAGES, INJURIES, OR DEATH WHICH LESSEE (AND LESSEE'S AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, GUESTS, AND INVITEES) MAY SUSTAIN WHILE ENGAGING IN ANY ACTIVITY UPON OR CONNECTED WITH THE LEASED PREMISES OR THIS LEASE AGREEMENT.

7.3 **Insurance.** Lessee shall obtain and maintain continuously in effect at all times during the term hereof, at Lessee's sole expense, a comprehensive general liability insurance policy with the National Little League Association covering any event the little league holds at the Christoval Pugh Park baseball fields, all coaches, managers, officers, and players of the CHRISTOVAL LITTLE LEAGUE ASSOCIATION during little league events.

7.3.1 **Amount of Policy.** The amount shall be in at least the following coverage's:

General Aggregate Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal/Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit-Any one Fire	\$50,000
Medical Expense Limit-Any One Person	\$1,000
Deductible-Bodily Injury & Property Damage Per Claim	\$500

7.3.2 **Type of Policy.** This insurance shall be an occurrence- type policy written in comprehensive form and shall protect Lessor against liability which may accrue against Lessor by reason of Lessee's wrongful or negligent conduct incident to the use of Leased Premises, resulting from any accident or incident occurring on or about the Leased Premises.

7.3.3 **Named Insured's.** All insurance policies required herein shall be drawn in the name of Lessee, Lessor, its Commissioners Court, elected officials, employees, officers, directors, agents, representatives, and consultants named as additional insured's.

7.3.4 **Certificates of Insurance.** Lessee on or before March 1 of each year during the term of this lease or renewals shall furnish Lessor with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage's and limits of insurance.

The certificate of insurance shall be delivered to Tom Green County Risk Manager.

Archie Kountz
Risk Manager
124 W. Beauregard
San Angelo, TX. 76903

7.3.4.1 Contents of Certificates. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type.

7.3.4.2 Notices for Certificates. The certificates shall provide that any company issuing an insurance policy shall provide to Lessor not less than 30-days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Lessee and Insurance Company shall immediately provide written notice to Lessor upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance for Lessor shall be mailed in accordance with the notice provisions of this Lease Agreement.

7.4 Waiver of subrogation. Lessee shall require its insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against Lessor, the Commissioners' Court, the members of the Commissioners Court, elected officials, employees, agents and representatives.

7.5 Lessee's Liability. The procuring of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Lease. Lessee's obligations are, notwithstanding said policy of Insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Lease Premises.

7.6 Athletic Participant Insurance. Lessee shall obtain Athletic Participant Insurance policy or policies for all of its participants and shall furnish Lessor with certificates of insurance as evidence that said policy or policies are in full force and effect. The certificates of insurance shall be delivered to the Tom Green County Risk Manager.

8. ABANDONMENT OF LEASED PREMISES.

8.1 Deserted or Vacated. If the Leased Premises shall be deserted or vacated, Lessor may, if Lessor so elects, and any time thereafter, terminate the Lease and the term hereof, on giving Lessee sixty (60) days written notice of Lessor's intention to do so, and this Lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in the Lease for the expiration hereof. Non-use of the Leased Premises at any time which is not the baseball season of Lessee shall not be a deserting or vacating of the Leased Premises.

9. **SURRENDER OF LEASED PREMISES.**

- 9.1 **Restoration.** The Leased Premises and any fixtures shall remain the property of Lessor and shall be restored to possession of Lessor in good condition (reasonable wear and tear, acts of nature, or casualties associated with civil disorders or military activities excepted).
- 9.2 **Delivery.** Lessee agrees to promptly and peacefully deliver possession of the Leased Premises and any improvements made prior to January 1, 2009 to Lessor upon termination of this Lease.
- 9.3 **Abandoned Property.** All items of personal property, remaining in or on the Leased Premises after the expiration of sixty (60) days following the termination of this Lease shall be deemed abandoned by Lessee and shall become the property of Lessor.

10. **MISCELLANEOUS.**

- 10.1 **Invalid or Illegal Provisions.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intent of the parties that the remainder of this Lease shall not be affected. It is also the intent of the parties to this lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there are added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal.
- 10.2 **Terms of the Essence.** IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE LESSOR, AT ITS OPTION, TO TERMINATE THIS LEASE. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NEVER BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE.
- 10.3 **Remedies.**
- 10.3.1 **Upon Termination.** Any termination of this agreement shall not relieve Lessee from the payment of any sum or sums that then shall be due and payable to Lessor hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages then or therefore accruing against Lessee hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages from Lessee for any default thereunder.

10.3.2 Cumulative Remedies. All rights, options and remedies of Lessor contained in this Lease Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease Agreement. No waiver by Lessor of a breach of any of the covenants, conditions, agreements 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 herein contained.

10.3.3 Reimbursement of Lessor's Expenses. Lessee shall pay on demand all of Lessor's expenses including, but not limited to, attorney's fees, expert witness fees, litigation expenses, and court costs incurred in enforcing any of Lessee's obligations under this Lease, which include, but are not limited to, collection of annual rental fees and collection of utility payments, taxes and other legitimate assessments.

10.4 Notices. Any notice or demand that either party desires or is required to be given by this Lease Agreement shall be in writing and shall be deemed sufficient if sent by United States certified mail, return receipt requested, postage prepaid to the following:

If to Lessor: County of Tom Green
122 West Harris
San Angelo, Texas 76903-5877
Attn: County Judge

If to Lessee: CHRISTOVAL LITTLE LEAGUE ASSOCIATION
P. O. Box 175,
Christoval, TX 76935
Attn: Cole Sealy

10.5 Amendments. No modification of this Lease shall be binding unless it be in writing and executed in due form by all of the parties hereto.

10.6 Easements and Restrictions. Lessee takes this Lease Agreement and the Leased Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to all statutes, ordinances and regulations of competent governmental authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.

10.7 Relationship of Lessor and Lessee. The relationship between Lessor and Lessee at all times shall remain solely that of the Landlord and Tenant and shall not be deemed a partnership or joint venture.

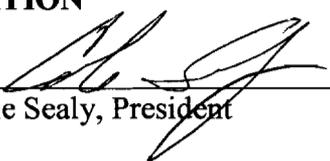
10.8 Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provisions of this Lease Agreement.

- 10.9 **Interpretation/Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.
- 10.10 **Anti-Discrimination.** Lessee agrees that it will not violate any federal, state or local civil rights or discrimination laws. A finding of violation of any such laws by a trial court or appropriate state or federal agency is a material breach of this agreement which may result in the termination of the agreement or such other remedy as Lessor may deem appropriate.
- 10.11 **Compliance with ADA.** Lessee agrees to comply fully with provisions of the Americans with Disabilities Act and to make any and all displays, events or activities on Leased Premises accessible to individuals with disabilities.
- 10.12 **Hold Over.** It is distinctly understood and agreed by and between Lessor and Lessee that any holding over by Lessee of the herein demised Leased Premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of Lessor.
- 10.13 **Reimbursement of Lessor's Expenses.** Lessee shall pay on demand all of Lessor's expenses including, but not limited, attorney's fees, expert witness fees, litigation expenses, and court costs incurred in enforcing any of Lessee's obligations under this Lease, which include, but are not limited to collection of annual rental fees and collection of utility payments, taxes and other legitimate assessments.
- 10.14 **Entire Agreement.** The Lease Agreement constitutes the entire agreement between the parties hereto, and Lessor is not bound by any agreement, stipulation or representation made by any agent, employee, official, or elected official of Lessor.

**LEASE AGREEMENT
BETWEEN TOM GREEN COUNTY AND
THE CRISTOVAL LITTLE LEAGUE
BASEBALL ASSOCIATION**

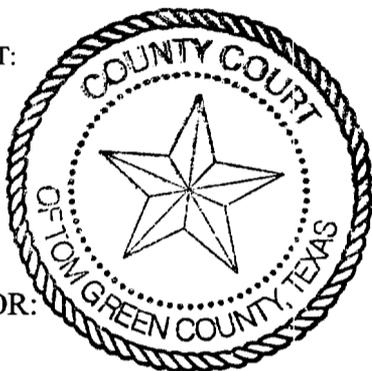
LESSEE:

**CRISTOVAL LITTLE LEAGUE BASEBALL
ASSOCIATION**

By: 
Cole Sealy, President

This instrument subscribed and acknowledged before me by the President ^{Cole Sealy} of the CRISTOVAL LITTLE LEAGUE ASSOCIATION, on behalf of said ASSOCIATION, on this the 27 day of January 2009.

ATTEST:

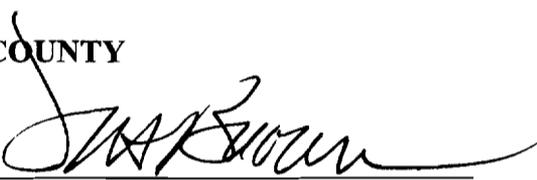



Elizabeth McGill, County Clerk
Tom Green County, Texas

Elizabeth McGill
County Clerk
Tom Green County, Texas

LESSOR:

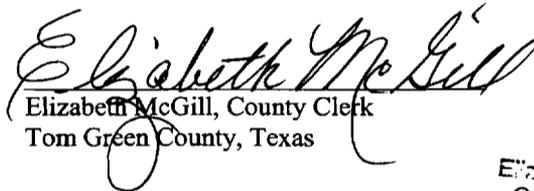
TOM GREEN COUNTY

By: 
Michael D. Brown, County Judge,
Acting in his official capacity and not individually

Subscribed and acknowledged before me by the said County Official, on this the 27 day of January 2009.

ATTEST:




Elizabeth McGill, County Clerk
Tom Green County, Texas

Elizabeth McGill
County Clerk
Tom Green County, Texas