

LEASE

This Lease is entered into between the Atascosa County (“Landlord”), a governmental entity of the State of Texas, and Atascosa County Amateur Radio Club (“Tenant”).

In consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, a room in the building located at 25 East 5th St. Leming, Texas 78050. The premises are referred to in this lease as “the premises” or “the leased premises.” The Building located at 25 East 5th St. Leming, Texas 78050 is referred to as “the Building.”

ARTICLE 1. TERM

Term of Lease

§ 1.01. The term of this lease is one year, beginning on November 1, 2024, and ending on November 1, 2025, unless terminated sooner or extended as provided in this lease.

Option to Terminate Lease by Tenant For Loss of Funding: Notwithstanding any other provision of the lease, Tenant may unilaterally terminate the lease without penalty, or liability for future rents or charges, if Tenant solely determines it has lost significant funding as a result of the termination or failure to renew a contract or grant that provided funds allocated or planned for the payment of rent of the premises, or the salaries or other expenses of the operations to be conducted on the premises. Tenant shall provide Landlord with Thirty (30) days notice of its intent to exercise this option to terminate.

Automatic Renewal

§ 1.02. This lease will renew every year under the same terms unless Landlord or Tenant give written notice to the other party thirty (30) days before the then current lease term expires,

Holdover

§ 1.03. If Tenant holds over and continues in possession of the premises after the lease term (or any extension of it) expires, other than as provided in § 1.02, Tenant will be considered to be occupying the premises at will, subject to all of the terms of this lease.

ARTICLE 2. RENT

Basic Rent

§ 2.01. Tenant will occupy the room without payment of rent.

ARTICLE 3. USE OF PREMISES

Permitted Use

§ 3.01. Tenant will use the premises only for the operation of a radio club and related purposes, unless Landlord gives Tenant prior written consent for a different use.

Insurance Hazards

§ 3.02. Tenant may not use, or permit using, the premises in any manner that will cause a cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies covering the premises or any improvements on them, or insuring Landlord for any liability in connection with owning the premises.

Compliance With Laws

§ 3.03. a. Tenant may not use, or permit using, the premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Tenant, 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. Tenant, at its sole cost, must comply with all Hazardous Materials Laws in connection with Tenant's use of the premises. Tenant represents and warrants to Landlord that Tenant will store the following Hazardous Materials on the premises in connection with Tenant's normal operation of its business, and Landlord hereby consents to such storage and use: paints, cleansers, and toner for copying machines. If Tenant stores, uses or disposes of any other Hazardous Materials on the premises, Tenant must notify Landlord in writing at least five days before their first appearance on the premises, and Tenant's failure to do so is a default under the lease.

c. "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. § 960 et seq., (3) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 690 et seq., (4) petroleum, (5) asbestos, and (6) polychlorinated biphenyls].

d. "Hazardous Materials Laws" means any federal, state, or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation, those statutes referred to in subsection c.

ARTICLE 4. SERVICES, MAINTENANCE, AND SURRENDER

Services and Maintenance by Landlord

§ 4.01. So long as Tenant is not in default under this lease, Landlord will furnish the premises with the following services and maintenance at its sole expense:

Heat and Air Conditioning

a. Heat and air conditioning.

Electricity

b. Electric service for lighting and equipment, and appliances.

Maintaining Building Structure

c. Maintaining the structure of the Building, including but not limited to the roof, exterior walls (including windows), floors, and foundation.

Maintenance and Surrender by Tenant

§ 4.02. Except as provided in § 4.01, Tenant will maintain the premises and keep them free from waste or nuisance throughout the lease term and any extensions of it. When the lease terminates, Tenant must deliver the premises in as good a state of repair and condition as they existed when Landlord delivered possession to Tenant, except for reasonable wear and tear and damage by fire, tornado, or other casualty. If Tenant neglects to reasonably maintain the premises, Landlord may, but is not required to, cause repairs or corrections to be made. Any reasonable costs incurred for repairs or corrections for which Tenant is responsible under this section are payable by Tenant to Landlord as additional rental on the next rental installment date.

ARTICLE 5. TAXES ON TENANT'S PROPERTY

Tenant will pay all taxes levied or assessed against personal property, furniture, or fixtures it places in or on the premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property, and Landlord elects to pay them, or if the assessed value of Landlord's property is increased by including personal property, furniture, or fixtures placed by Tenant in the premises, and Landlord elects to pay the taxes based on the increase, Tenant must, upon demand, pay Landlord the part of the taxes for which Tenant is primarily liable under this article.

ARTICLE 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS, AND FIXTURES

Consent of Landlord

§ 6.01. Tenant may not make any alterations, additions, or improvements to the premises without Landlord's prior written consent. Landlord may not unreasonably withhold consent for nonstructural alterations, additions, or improvements.

Property of Landlord

§ 6.02. All alterations, additions, or improvements made by Tenant will become Landlord's property when the lease terminates. However, Landlord may, when the lease terminates, remove any alterations, additions, and improvements made by Tenant and any other property it placed in the premises, and charge Tenant the cost of removal plus interest.

Trade Fixtures

§ 6.03. Tenant has the right at all times to erect or install furniture and fixtures, as long as Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant may remove

such items when this lease terminates, if Tenant is not in default at that time and the fixtures can be removed without structural damage to the premises. Before this lease terminates, Tenant must repair any damage caused by removing any fixtures. Any furniture or fixtures not removed by Tenant when this lease terminates are considered abandoned by Tenant and automatically become Landlord's property.

Alterations Required by Accessibility Laws

§ 6.04. a. Tenant is responsible for making any alterations, additions, or improvements to the premises that are mandated by accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Tenant for compliance with accessibility legal requirements with respect to the premises is a material inducement for the parties to enter this lease.

ARTICLE 7. DAMAGE OR DESTRUCTION

Notice to Landlord

§ 7.01. If the premises or any structures or improvements on them are damaged or destroyed by fire, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a general description of the damage and, as far as known to Tenant, the cause of the damage.

Total Destruction

§ 7.02. If the premises are totally destroyed by fire, tornado, or other casualty other than by the negligence, gross negligence, or intentional tort of Tenant or any person in or about the premises with Tenant's express or implied consent, or if they are so damaged that rebuilding or repairs cannot reasonably be completed within 60 working days or the damage exceeds the insurance recovery, this lease will terminate, and rent will be abated for the unexpired portion of this lease, effective as of the date of written notification as provided in § 7.01.

Partial Destruction

§ 7.03. If the premises are damaged by fire, tornado, or other casualty other than by the negligence, gross negligence, or intentional tort of Tenant or any person in or about the premises with Tenant's express or implied consent, but not to such an extent that rebuilding or repairs cannot reasonably be completed within 60 working days and the damage does not exceed the insurance recovery, this lease will not terminate except as follows:

a. If the premises are partially destroyed before the final six (6) months of the lease term, Landlord must, at its sole cost and risk, proceed immediately to rebuild or repair the premises to substantially the condition they were in before the damage. If the damage renders the premises untenable in whole or in part, the rent payable during the period in which they are untenable will be adjusted equitably. If Landlord fails to complete the rebuilding or repairs within 60 working days after the date of Tenant's written notification to Landlord of the occurrence of the damage, Tenant may terminate this lease by written notification to Landlord. On the notification, all rights and obligations under this lease will cease.

b. If the premises are partially destroyed during the final two (2) months of the lease term, Landlord need not rebuild or repair the premises. If Landlord elects not to rebuild or repair, and the damage rendered the premises untenable in whole or in part, Tenant may terminate the lease or continue it, with the rent for the remainder of the lease period adjusted equitably.

ARTICLE 8. CONDEMNATION

Total Condemnation

§ 8.01. If, during the lease term or any extension or renewal of the lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this lease will terminate, and the rent will be abated during the unexpired portion of this lease, effective as of the date the condemning authority takes the premises.

Partial Condemnation

§ 8.02. If less than all, but more than 10 percent, of the premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the lease by giving written notice to the other within 30 days after the entity exercising the power of condemnation takes possession of the condemned portion]. In addition, if 10 percent of the parking area, or all of the signage, of the premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Tenant may terminate the lease by giving Landlord written notice within 30 days after the entity exercising the power of condemnation takes possession of the condemned portion.

If the premises are partially condemned and neither party elects to terminate the lease, or if less than ten (10) percent of the premises is condemned, this lease will not terminate, but the rent will be adjusted equitably during the unexpired portion of this lease.

Condemnation Award

§ 8.03. Landlord is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures, which Tenant is entitled to receive and retain. The termination of this lease will not affect the right to this award.

ARTICLE 9. RULES AND REGULATIONS

Tenant and its officers, employees, agents, and invitees will comply fully with all of the rules and regulations of the Building and related facilities. These rules and regulations are attached to this lease as Exhibit B and are made a part of the lease as though fully set out in it. Landlord at all times may make reasonable changes, additions, or deletions to these rules and regulations to ensure or enhance the safety, care, cleanliness, maintenance, or preservation of the Building and related facilities and premises and to preserve good order in and on the Building and its related facilities and premises provided that the rights of Tenant are not diminished or impaired thereby. Tenant and its officers, employees, agents, and invitees will be bound by any such changes, additions, or

deletions to the rules and regulations when Tenant receives from Landlord written notice of the change, addition, or deletion. Tenant is responsible for compliance by its officers, employees, agents, and invitees with all such rules and regulations.

ARTICLE 10. INSPECTION BY LANDLORD

Landlord and its officers, agents, employees, and representatives may enter any part of the premises at all reasonable hours for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Landlord considers necessary (but without any obligation to perform any of these functions except as stated in this lease), or to show the premises to prospective tenants, purchasers, or lenders. Tenant is not entitled to any abatement or reduction of rent by reason of the entry of Landlord or any of its officers, agents, representatives, or employees under this article, nor will such an entry be considered an actual or constructive eviction.

ARTICLE 11. MECHANIC'S LIEN

Tenant will not permit any mechanic's lien to be placed on the premises or on improvements on them. If a mechanic's lien is filed on the premises or on improvements on them, Tenant will promptly pay it. If default in payment of the lien continues for twenty (20) days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the premises or against improvements on the premises, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice, together with interest at six percent (6%) annually until repaid.

ARTICLE 12. INDEMNITY

Tenant's General Indemnity

§ 12.01. Tenant will indemnify and hold Landlord harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees, for defending claims and demands arising from the conduct or management of Tenant's business on the premises or its use of the premises, or from any breach on Tenant's part of any conditions of this lease, or from any act or negligence of Tenant, its officers, agents, contractors, employees, subtenants, or invitees in or about the premises. In case of any action or proceeding brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord.

Tenant's Environmental Indemnity

§ 12.02. a. Tenant is responsible only for the payment of that portion of any cleanup costs for the premises necessary for compliance with Hazardous Materials Laws that arise as a result of Tenant's discharge of Hazardous Materials on the premises during Tenant's occupancy of the premises. Landlord is responsible for all other cleanup costs and for ensuring that any other responsible party participates in the cleanup to the extent of its responsibility for a release.

b. Tenant must indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel,

engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under this section. This section survives the expiration or earlier termination of this lease.

ARTICLE 13. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Tenant

§ 13.01. Tenant has the right, but only with Landlord's prior written consent, to assign this lease, and any interest in it, and to sublet the premises, or any part of them, or any right or privilege pertinent to the lease or the premises, if each assignee assumes in writing all of Tenant's obligations under this lease, and Tenant will remain liable for each obligation under this lease. Landlord may not arbitrarily or unreasonably withhold consent under this section.

Assignment by Landlord

§ 13.02. Landlord may assign or transfer any of its interests under this lease. [*Add if applicable:* On transfer, and on the transferee's assumption of its obligations, Landlord is relieved of its obligations under the lease.] Landlord may assign any or all of its interest under this lease.

ARTICLE 14. DEFAULT

Tenant's Default

§ 14.01. The following events are considered events of default by Tenant under this lease:

- a. Tenant fails to comply with any term or covenant of this lease, other than the payment of rent or any other sum of money owing by Tenant to Landlord, and does not cure the failure within 20 days after written notice of the failure to Tenant.
- b. Tenant makes an assignment for the benefit of creditors.
- c. Tenant deserts or vacates any substantial portion of the premises for five or more consecutive days for reasons other than following health or safety recommendations.

Landlord's Remedies

§ 14.02. In the event of any default specified in § 14.01, Landlord may pursue one or more of the following remedies:

- a. Landlord may terminate this lease, in which event Tenant must immediately surrender the premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy that it may have for possession or arrearages in rent, enter on and take possession and expel or remove Tenant and any other person occupying the premises or any part of them, by any lawful means, without being liable for prosecution or any claim of damages for the entrance and expulsion or removal. Tenant will, on demand, pay Landlord the amount of all loss and damage that Landlord suffers by reason of the termination, whether through inability to relet the premises on satisfactory terms, if Landlord elects to relet, or otherwise.

b. Landlord may enter on and take possession of the premises and expel or remove Tenant and any other person occupying the premises or any part of them, by any lawful means, without being liable for prosecution or any claim for damages for the entrance and expulsion or removal; relet the premises on the terms Landlord considers advisable; and receive the rent for the reletting. Tenant will, on demand, pay Landlord any deficiency that may arise by reason of reletting.

c. Landlord may enter the premises, by any lawful means (and Landlord is expressly reserving and retaining the right to so reenter the premises), without being liable for prosecution or any claim for damages for the entry, and do whatever Tenant is obligated to do under the terms of this lease to correct the default. Tenant will, on demand, reimburse Landlord for any expenses that Landlord incurs in effecting compliance with Tenant's obligations under this lease in this manner, and Tenant further releases Landlord from liability for any damages resulting to Tenant from such an action.

No reentry or taking possession of the premises by Landlord may be construed as an election on its part to terminate this lease, unless a written notice of the intention is given to Tenant. Notwithstanding any such reletting or reentry or taking possession, Landlord may at any time thereafter terminate this lease for a previous default. The loss or damage that Landlord may suffer in terminating this lease, or the deficiency from any reletting as provided above, includes the expense of repossession.

Landlord's Lien

§ 14.03. Landlord has, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due under this lease from Tenant and to secure payment of any damages or loss that Landlord may suffer by reason of Tenant's breaching any covenant, agreement, or condition contained in this lease. The security interest covers all goods, wares, equipment, fixtures, furniture, and other personal property of Tenant that is now on the premises or placed on the premises at some later date, and all proceeds from them. This property may not be removed from the premises without Landlord's consent until all arrearages in rent and all other sums of money then due Landlord under this lease have been paid and discharged, and all the covenants, agreements, and conditions of this lease have been fully complied with and performed by Tenant.

If Tenant is in default, Landlord may, in addition to any other remedies provided in this lease or by law, after giving reasonable notice of the intent to take possession and giving an opportunity for a hearing on the issue, enter on the premises and take possession of any goods, wares, equipment, fixtures, furniture, and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the property at public or private sale, with or without having the property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made. Landlord or its assigns may buy any items to be sold at such a sale unless they are prohibited from doing so by law. Unless otherwise provided by law, and without excluding any other manner of giving Tenant reasonable notice, the reasonable notice requirement is met if notice is given at least ten (10) days before the time of sale. The proceeds from any such disposition, less any expenses connected with taking possession, holding, and selling the property (including reasonable attorney's fees and other expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus will be paid to Tenant or as otherwise required by law, and

Tenant will pay any deficiencies immediately. When Landlord requests, Tenant will execute and deliver to Landlord a financing statement in sufficient form to perfect Landlord's security interest in the property and proceeds under the provisions of the Business and Commerce Code in force in Texas. The statutory lien for rent is not waived as the security interest granted in this article supplements that lien.

Landlord's Default

§ 14.04. If Landlord defaults in performing any term or covenant that Landlord must perform by under this agreement, Tenant may, after not fewer than ten days' notice to Landlord, remedy the default by any necessary action and, in connection with this remedy, may pay expenses and employ counsel. Landlord must, on demand, pay Tenant all sums expended or obligations incurred by Tenant in connection with remedying Landlord's default.

Cumulative Remedies

§ 14.05. Landlord's or Tenant's pursuing any remedy provided in this lease will not preclude pursuing any other remedy provided in this lease. Either party's pursuing any remedy provided in this lease or by law will not constitute a forfeiture or waiver of any damages accruing to either party by reason of violating any term or covenant of this lease. Nor will Landlord's pursuing any remedies provided in this lease constitute a waiver or forfeiture of any rent due under this lease.

Waiver of Default

§ 14.06. Either party's waiving any default or violation or breach of any term or covenant of this lease does not waive any other violation or breach of any term or covenant of the lease. Nor does either party's forbearing to enforce one or more of the remedies provided in this lease or by law on a default waive the default. Landlord's accepting rent following default under this lease does not waive the default.

Surrender of Premises

§ 14.07. No act done by Landlord or its agents during the lease term may be considered an acceptance of a surrender of the premises, and no agreement to accept a surrender of the premises is valid unless in writing and subscribed by Landlord.

ARTICLE 15. MISCELLANEOUS

Mortgages

§ 15.01. Tenant accepts this lease subject to any deeds of trust, security interests, or mortgages that might now or later constitute a lien on the Building or on improvements in it or on the premises. Tenant must, on demand, execute any instruments, releases, or other documents required by any lender to subject and subordinate this lease to the lien of any such deed of trust, security interest, or mortgage. With respect to any deed of trust, security interest, or mortgage constituting a lien on the Building or improvements in it or on the premises, Landlord may waive the application of this section so that this lease will not be subject and subordinate to any such deed of trust, security interest, or mortgage.

Notices and Addresses

§ 15.02. All notices required under this lease may be given by the following method:

By first class mail, addressed to the proper party, at the following addresses:

Atascosa County:	Atascosa County Amateur Radio Club
Weldon Cude	Jim Vineyard
Atascosa County Judge	President
1 Courthouse Circle Drive	25 East 5 th Street
Jourdanton, Texas 78026	Leming, Texas 78050

Notices are effective when received. Either party may change the address to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the terms of this section.

Parties Bound

§ 15.03. This agreement binds, and inures to the benefit of, the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

Texas Law to Apply

§ 15.04. This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Atascosa County, Texas.

Legal Construction

§ 15.05. If any one or more of the provisions in this agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

Prior Agreements Superseded

§ 15.06. This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Amendment

§ 15.07. No amendment, modification, or alteration of the terms of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

Joint and Several Liability

§ 15.08. If there is more than one Tenant, the obligations imposed on Tenants by this lease are joint and several. If there is a guarantor of Tenant's obligations under this lease, the obligations imposed on Tenant are the joint and several obligations of Tenant and the guarantor. Landlord

need not first proceed against Tenant before proceeding against the guarantor, nor will any such guarantor be released from its guaranty for any reason whatsoever.

Rights and Remedies Cumulative

§ 15.09. The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Attorney's Fees and Costs

§ 15.10. If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this lease, the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

Force Majeure

§ 15.11. Neither Landlord nor Tenant is required to perform any term or covenant of this lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant, by exercising due diligence and paying money, cannot prevent or overcome in whole or part.

Time of Essence

§ 15.12. Time is of the essence of this agreement.

The undersigned Landlord and Tenant execute this agreement on _____.

LANDLORD

Atascosa County

By _____
Weldon Cude, County Judge

TENANT

Texas

Atascosa County Amateur Radio Club

By _____
Jim Vineyard, President