

STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

LEASE AGREEMENT BETWEEN
DANIEL GARZA AND HIDALGO
COUNTY

This Lease is made and entered into by and between Daniel Garza herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, on which certain building described real property on which Head Start Building lying and being situated at 6610 South FM 494 Mission, Texas in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "Granjeno" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENTS' MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on January 1st 2009 ("commencement date") and ending on **December 31st 2009** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of January, 2010, for a like term or other terms as may be subsequently agreed to upon by both parties.

Each party shall give the other Party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed by the parties. LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to LESSOR.


1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at anyone time.

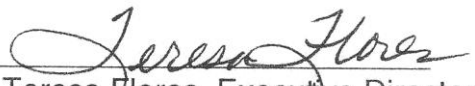
Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of \$3,600.00 per year, in twelve (12) equal payments of \$300.00 on the 1st day of each month. Payment shall be mailed to Name/Address City, State Zip Code Shown on Article VII, 7.01.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day
of _____, 2009.


LESSEE:

BY: 
J.D. Salinas III, County Judge

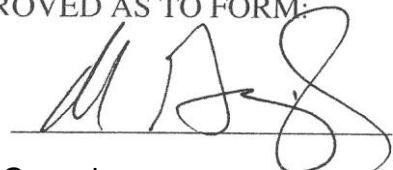
BY: 
Teresa Flores, Executive Director



LESSOR:

BY:
Daniel Garza

: 
Arturo Guajardo, JR.,
Hidalgo County Clerk

BY: Ricardo Gonzalez Oxford &
APPROVED AS TO FORM:


Gonzalez,
Attorney Head for Hidalgo
County Head Start Program


BY 
Stephen Crain
Attorney for Hidalgo County

Date Approved by Policy Council: 1/21/09
Date Approved by County Commissioner: 1/28/09