

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



LEASE AGREEMENT
C-19-169-11-19

THIS LEASE is made and entered into by and between Rreal LLC, referred to in this Lease as “Lessor”, and **THE COUNTY OF HIDALGO**, acting for and on behalf of its Women, Infant Children Program (WIC) referred to in this “Lease” as “County” or “Lessee” for the lease of office space for WIC- “City of Alton”(West)

In consideration of the mutual covenants and agreements set forth in this Lease, and in accordance with Exhibit “A” (the “Specifications”) in the Request for Bid (RFB), a copy of such Request for Bid (RFB) Procurement Packet and the Bid page attached hereto as Exhibit “B” the (“RFB”), and other good and valuable consideration, Lessor demises and leases to County, and County leases from Lessor, that certain real property described in Exhibit-“A-1”, (legal description), attached hereto. These premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.

ARTICLE 1. TERM
Term of Lease

1.1 Except as otherwise provided, the term of this Lease shall be for an initial term, commencing, **December 01, 2019** (as hereinafter defined) expiring, **September 30, 2020** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The “Commencement Date” is the date the Premises are available for occupancy by Lessee. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee’s option, be shortened to six (6) months from the date of such sale or conveyance.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for *Three (3) additional - one (1) year* terms, commencing on October 01, and ending on September 30, of each subsequent year, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated in accordance with the provisions of Article 1.4 or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.3 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2019.

LESSOR:

By: 
Rreal Villareal, Rreal LLC

LESSEE:
HIDALGO COUNTY

By: 
Richard F. Cortez, County Judge




Antonio Guajardo Jr., County Clerk

APPROVED BY
COMMISSIONER'S COURT
DN: 

Approved by Commissioners' Court on September 19, 2019.

APPROVED AS TO FORM:
Office of the Hidalgo County Criminal District Attorney
Ricardo Rodriguez, Jr.

By: 
Assistant District Attorney