

## RENEWAL 2025-2026

### SUAREZ RESTAURANT LEASE RENTAL AGREEMENT at 1848 FAIRGROUNDS

This **Renewal to the Lease Agreement** (“Renewal”) is made and entered into this 8th day of September, 2025, by and between **Webb County, Texas** (“County”), a political subdivision of the State of Texas, and **Suarez Restaurant** (“Operator”), collectively referred to as the “Parties.”

### RECITALS

WHEREAS, Webb County and Suarez Restaurant (“Lessee”) entered into a Restaurant Space Lease Agreement (Agreement) dated the **15<sup>th</sup> Day of November, 2023**, for the operation of a restaurant and concession services at the Webb County Fairgrounds (“Facility”); and

WHEREAS, the original term of the Agreement is set to expire on **November 14, 2025**, and requires notice to renew pursuant to the original Agreement, attached and incorporated hereto as Exhibit “A” and as amended on **October 15, 2024** (attached and incorporated as Exhibit B); and

WHEREAS, on **September 8, 2025**, the Webb County Commissioners Court approved *Discussion and possible action to accept the rankings and award Competitive Sealed Proposal (CSP) 2025-006 “1848 Restaurant & Pavilion Renovation Project”* to the highest-ranking offeror for renovations to the Webb County 1848 Fairgrounds located at 7128 E. Saunders St., Laredo, Texas, and to further authorize the County Judge to sign all relevant documents and any other matters incident thereto [Account #3901-7230-001-474501 (Fairgrounds Project Series 2020)]; and

WHEREAS, both Parties desire to renew and extend the Agreement under the same terms and conditions as found in Exhibit “A” and “B”, subject to modifications as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

#### 1. Renewal Term

The Lease Agreement is hereby renewed and extended for an additional term of **one (1)** year, commencing on the 15th Day of November 2025, and ending on the 14th Day of November 2026.

#### 2. Rent / Fees

Operator shall continue to pay County the rental and concession fees as set forth in the original Agreement, except:

### **CLAUSE 1**

**THAT DURING THE PERIOD OF REMODELING OF THE FACILITY THAT WAS AUTHORIZED ON SEPTEMBER 8, 2025, PURSUANT TO CSP 2025-006 BY THE WEBB COUNTY COMMISSIONERS COURT, THE COUNTY AGREES THAT LESSEE SHALL NOT INCUR RENTAL FEES BEGINNING ON THE MONTH WHEN THE REMODELING COMMENCES, IN WHICH DIRECTLY PREVENTS THE LESSEE FROM THE UTILIZATION OF THE LEASED PREMISES FOUND IN EXHIBIT A. THEREAFTER, UPON SUBSTANTIAL COMPLETION OF THE RENOVATIONS AND THE AUTHORIZATION BY WEBB COUNTY TO REOCCUPY THE RESTAURANT FACILITY FOR BUSINESS OPERATIONS, LESSEE SHALL IMMEDIATELY RESUME PAYMENT OF RENTAL FEES WITHOUT DELAY.**

### **CLAUSE 2**

**FOR PARTIAL MONTHS IN WHICH IT IS NOT PRACTICAL TO PAY AN ENTIRE MONTH, THE RENT MAY, AT THE DISCRETION OF WEBB COUNTY, BE CHARGED ON A DAY-TO-DAY BASIS, ONCE THE LEASED PREMISES IS PERMITTED TO BE UTILIZED. THE RENTAL FEE CALCULATION FOR THIS CLAUSE TO APPLY SHALL BE SET AT \$3,000 PER MONTH DIVIDED BY 30 DAYS. AS SUCH, EACH DAY WILL BE VALUED AT \$100 PLUS ANY APPLICABLE TAXES AND FEES ASSOCIATED WITH THE ORIGINAL AGREEMENT AND ANY AMENDMENTS THERETO.**

For purposes of this Renewal, “*Substantial Completion*” shall mean the stage in the progress of the renovation work when the work is sufficiently complete in accordance with the construction contract documents so that the leased premises can be lawfully occupied and used for its intended purpose, as certified in writing by the project architect/engineer or other authorized County representative.

### **3. Performance and Compliance**

Lessee agrees to continue providing restaurant and concession services at the Facility in accordance with all applicable federal, state, and local laws, including health and safety codes.

### **4. Other Terms Unchanged**

Except as expressly amended by this Addendum, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect, including any amendments already agreed to.

### **5. Authorization**

This Renewal shall be effective only upon approval by the Webb County Commissioners Court and execution by the County Judge.

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**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WEBB COUNTY, TEXAS**

By: \_\_\_\_\_  
Hon. Tano Tijerina, Webb County Judge

ATTEST:

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Margie Ramirez Ibarra, Webb County Clerk

**SUAREZ RESTAURANT**

By: \_\_\_\_\_  
Name:  
Title: