

**RV & STORAGE
AREA LAND LEASE
AGREEMENT**

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

DATE: _____

LESSOR: **Alamo Country Club Owner's Association**

**ACC Lot # _____
RV Lot Space # _____**

MAILING ADDRESS: **438 Country Club Drive,
Alamo, Texas 78516**

LESSEE: _____

MAILING ADDRESS: _____

Lease Term: **Fifteen (15) years, beginning on the first day of March, 20____
and ending on the last day of February of the 15th year.**

Agreement

This RV & Storage Area Land Lease Agreement (the "Lease") is made and entered into on the date of execution as indicated by and between **ALAMO COUNTRY CLUB OWNER'S ASSOCIATION**, herein "Lessor or ACCOA" and _____, herein "Lessee," and collectively referred to herein as the "Parties."

WHEREAS Lessor's Board of Directors represents the members of Alamo Country Club ("ACC"). That representation includes the responsibility to, among many other things, protect ACC home owners collectively from financial loss and legal costs that might arise from activities in the RV & Storage Area; and

WHEREAS this Lease provides, among other things, a means for those who have invested in the purchase or construction of improvements in the RV & Storage Area to recover their investments, according to their market value at any particular time, by assigning their Lease(s) to other ACC members. A Lease assignment would offer the subsequent "buyer" of a storage shed or building all the benefits of the previous "owner";

NOW, THEREFORE, In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the Parties agree as follows below.

**I.
Leased Premises Description and Term**

1.01 Property Description. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor the property identified as space number _____ (the "Leased

Premises”) on the map attached hereto as **Exhibit 1** and incorporated herein (the “RV & Storage Area”).

1.02 Term. The term of this Lease shall be for **fifteen (15) years** unless sooner terminated or extended as provided for herein (the “Term”).

1.03 Lease Renewal. Upon the expiration of the Lease Term, before the Leased Premises is offered (assigned) to any other member of the ACC community, Lessor agrees to offer a new lease covering the Leased Premises to Lessee, provided that Lessee is still a member of Alamo Country Club and in good standing. Any new lease form shall be prepared and approved by a working group consisting of at least one ACCOA Board Member and the remainder consisting of current Lessees approved by Lessor.

1.04 Assignment and Sublease. Lessee may assign this Lease ONLY with the prior written consent of Lessor, which shall not be unreasonably withheld. Assignment by Lessee will only be approved if it is assigned to another member of Alamo Country Club who is in good standing (with respect to any outstanding unpaid fees or penalties). Subleasing will not be permitted under any circumstances. Lessor is expressly given the right to assign any or all of its interest in this Lease, provided that such assignment does not affect Lessee’s rights hereunder.

1.05 Holdover. Should Lessee, or any of its successors in interest, hold over the Leased Premises, or any part thereof beyond the expiration of the Term of this Lease Agreement, unless otherwise agreed to in writing, such holding over shall constitute a tenancy at will and shall result in a monthly punitive rental amount equal to the prior year’s rent (divided by twelve) times 115 percent. The inclusion of the preceding sentence shall not be construed as Lessor’s consent for Lessee to holdover.

1.06 Condition of Leased Premises. Lessee acknowledges that its acceptance of possession of the Leased Premises constitutes a conclusive admission that it has inspected the Leased Premises and agrees that it accepts the property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Lessor and Lessee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for a particular purpose; (ii) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose; and (iii) all other warranties and representations whatsoever.

II. Rent

2.01 Rental Amount. Lessee agrees to pay Lessor, as rental for the use and occupancy of the Leased Premises, the sum of \$_____ per year during the Term of this Lease. Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor annually throughout the term of the lease and prior to any Lease Term extensions.

2.02 Payment. Rent shall accrue hereunder from the Commencement Date at the top of page 1 herein, and shall be payable to Lessor without deduction, setoff, prior notice or demand at the address to which notices to Lessor are given. All rental amounts described herein are due and payable in advance on or before the first (1st) day of March each year and continuing regularly on the first (1st) day of March each subsequent year throughout the Term of this Lease. Rent is payable at Lessor’s address for notice as described on Page 1.

2.03 Late Charge. If rent is not received by Lessor on or before March fifth (5th) or the due date, Lessee shall pay a late charge of \$25 plus 1% interest on the rental amount due. Lessee shall pay \$35.00 for any returned check. This assessment of a late charge with interest is not a waiver of Lessee's default and is in addition to any other remedy available to Lessor hereunder.

III. Taxes

3.01 Real Property Taxes. Lessee shall pay to Lessor, as a portion of the annual Rent payment, a pro-rata share of all general real estate taxes, general and special assessments, and other governmental charges (hereinafter collectively referred to as the "general taxes") levied and assessed against the real property in the RV & Storage Lot Area where the Leased Premises is located. Lessor shall notify Lessee in writing of any additional tax charges affecting the Leased Premises.

3.02 Taxes on Improvements. To the extent the Leased Premises contains any improvements that are permanently affixed to the Leased Premises, Lessee agrees to pay all *ad valorem* taxes assessed against the improvements when due and provide proof of payment to Lessor when requested.

3.03 Personal Property Taxes. Lessee shall pay when due and fully discharge all taxes, special assessments, and governmental charges of every character imposed or becoming payable on any of the personal property of Lessee located on or in the Leased Premises.

IV. Insurance

4.01 Liability Insurance. At all times during the Term of this Lease, Lessor shall provide and keep in force comprehensive general public liability and property insurance covering Lessor and Lessee for liability for property damage and personal injury. This insurance shall be paid for by Lessee as a part of Lessee's rent payment(s) and may be provided under a blanket policy. This insurance shall protect Lessor and Lessee against liability to any person or persons whose property damage or personal injury arises out of or in connection with the use or condition of the Leased Premises.

- (a) Fire and Casualty Damage. If the Leased Premises should be damaged or destroyed by fire, hurricane, or other casualty, Lessee shall give immediate notice thereof to Lessor.
- (b) Total Damage. If the Leased Premises should be totally destroyed by fire, hurricane, or other casualty, or if it should be so damaged that rebuilding or repairs cannot be completed within a reasonable amount of time, Rent shall be abated for the unexpired portion of this Lease Agreement, and the Parties shall revise this Lease equitably.
- (c) Partial Damage. If the Leased Premises should be damaged by fire, hurricane or other casualty, to such an extent that rebuilding or repairs can reasonably be completed within a reasonable amount of time, Lessee shall proceed forthwith to

rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage.

- (d) Insurance Deductible Payment. The comprehensive general public liability and property insurance covering the Leased Premises described in this section will be subject to insurance deductible amounts. Lessee(s) making damage claims against the insurance in a particular incident will share the cost of the insurance deductible(s) in an amount proportionate to their individual insurance claim settlement amounts.

4.02 Insurance Hazards. Lessee shall not use, or permit the use of, the Leased Premises in any manner that will cause a cancellation of the existing policies for fire, liability, or other insurance policies insuring the Leased Premises or any improvements on the premises, or insuring the Lessor for any liability in connection with ownership of the premises. Any premium increases in Lessor's insurance due to Lessee's activities shall be borne by Lessee.

4.03 Personal Property Insurance. Lessor recommends that Lessee obtain "renters insurance," or similar insurance covering any personal property stored on the Leased Premises, including but not limited to adequate insurance covering any trailers, vehicles or boats stored on the Leased Premises. Such insurance coverage is sometimes provided by Lessee's home owner's insurance policy.

4.04 Policy Form. All policies of insurance required herein shall be issued by insurance companies certified to do business by the State of Texas and its insurance regulatory bodies.

V. Maintenance

5.01 Lessee's Maintenance. Lessee shall, at its sole cost and expense, maintain and reasonably repair the entire Leased Premises. Lessee shall be responsible for treatment of wood-destroying insects and repairs necessitated by damage caused by such insects. Lessee shall use good faith efforts in securing repairs and shall permit only reasonable and necessary repairs to the Leased Premised. Any maintenance performed under this section (other than routine, common maintenance) shall be performed by a duly certified maintenance professional and/or Lessee.

5.02 Cleanliness and Waste. Lessee shall keep the Leased Premises at all times in a neat, clean, and sanitary condition, free from waste or debris. Lessee shall not keep or have in or on the Leased Premises any noxious, flammable, or hazardous materials, except that any fuel, oil, propane or other commonly used household materials kept on the Leased Premises shall be exempt from this requirement. Any noxious, flammable, or hazardous materials stored on the Leased Premises must be stored as required by any and all applicable safety regulations and ordinances. Lessee agrees not to commit a nuisance in or upon the Leased Premises so as to substantially interfere with the use or safety of persons leasing adjacent spaces.

5.03 Safety Inspection of Leased Premises. Lessor reserves the right to inspect the Leased Premises annually with Lessee present for the inspection (whenever possible). Lessor will contact Lessee during the dates/hours that ACC members will normally be present at ACC to inspect the Leased Premises. Inspections will be conducted using specific inspection standards to determine if safety hazards are present that require correction.

5.04 Failure to Maintain. If Lessee should neglect to reasonably maintain the Leased Premises as required hereunder, Lessor shall have the right, but not the obligation after giving thirty days (30) notice to Lessee, to cause repairs or corrections to be made, and any reasonable costs incurred for such repairs or corrections for which Lessee is responsible under this section shall be payable by Lessee to Lessor. Lessor's exercise of this right shall not be construed as a waiver of Lessee's default.

VI. Parties' Other Duties

6.01 Use of Leased Premises. Lessee agrees to use the Leased Premises in conformance with the Alamo Country Club Owners Association governing documents and for no other use including commercial business use or for occupancy by any person or the keeping of animals. Lessee shall, at its own expense, comply with all rules, regulations, ordinances and laws of the public authorities and Lessor that are applicable to the Leased Premises. All vehicles, trailers, boats, campers or other recreational vehicles stored on the Leased Premises shall be registered with Lessor at Lessor's business office. Lessee agrees to notify Lessor if Lessee allows (for example, allowing a friend to park their camper on the Leased Premises) any such item to be stored on the Leased Premises that has not been registered with Lessor.

6.02 Alterations and Improvements. Lessee shall not make any visible alterations or improvements or in any way materially alter the Leased Premises without the prior written consent of Lessor's Planning and Project Review Committee ("PPRC Committee").

6.03 Signage. Lessee is not authorized to install or operate any signage outside of enclosed structures on the Leased Premises, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion.

6.04 Utility Charges. Lessee shall, at its own expense, pay a pro rata share of utility charges for electricity used in and about the Leased Premises. These charges shall be apportioned and included in annual rent payments. If the Leased Premises is found to be using significantly more electricity than other Lessees, Lessor may increase Lessee's annual Rent charge or require Lessee to install their own electric meter as determined on a case by case basis.

6.05 Liens. Lessee will not permit any lien or liens to be placed upon the Leased Premises. Within thirty (30) days Lessee shall remove any lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Leased Premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

6.06 Mortgages. Mortgages of the Leased Premises are not permitted under this Lease.

VII. Default

7.01 Lessee's Default. The following events shall be deemed by Lessor to be events of default by Lessee:

- (a) Lessee fails to pay Rent when due under this Lease.

(b) Lessee fails to comply with any other term or provision of this Lease and does not correct the failure within thirty (30) days after written notice of the failure to Lessee unless, with prior approval, Lessor agrees to extend the time to pay amounts in arrears due to extenuating circumstances.

(c) Lessee causes a lien to be placed upon the Leased Premises or upon the improvements that has not been eliminated per Section 6.05.

(d) Lessee makes or attempts to make an assignment of any leasehold interest for the benefit of creditors without obtaining the prior express consent of Lessor.

(e) Lessee has provided substantially false or incorrect information to Lessor in this Lease Agreement.

(f) Lessee is no longer a member of Alamo Country Club and Lessee has failed to assign this Lease within one (1) year of the sale of Lessee's ACC residence and provides no evidence of attempts to assign this Lease to another ACC member (by way of example: continuing to maintain the Leased Premises, proof that another member of ACC possesses a key to Leased Premises to show it to interested parties, Lessee is not in default of Rent payments, and the Leased Premises are clean and vacant) per Section 1.06.

7.02 Lessor's Remedies. Upon the occurrence of any event of default specified in Section 7.01, Lessor shall have the option to pursue any one or more of the following remedies:

(a) Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy that it may have for possession or arrearages in rent, enter upon and take possession, without being liable for prosecution or for any claim of damages for such entrance and expulsion or removal. Lessee agrees to pay Lessor on demand the amount of all loss and damage that Lessor suffers by reason of such termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

(b) Any other equitable or legal remedy accorded by law.

7.03 Lessor's Lien. Lessor shall have, at all times, a valid security interest to secure payment of all sums of money due under Section II of this Lease from Lessee, and to secure payment of any damages or loss that Lessor may suffer by reason of the breach by Lessee of this Lease, upon all personal property of Lessee which is now on the Leased Premises or which is placed on the Leased Premises at some later date, and all proceeds from them. Such property shall not be removed from the Leased Premises without the consent of Lessor until all arrearages in rent and all other sums of money then due to Lessor under this Lease have been paid and discharged, and all agreements and conditions of this Lease have been fully complied with by Lessee. Upon the occurrence of an event of default by Lessee, Lessor 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 before the ACCOA Board of Directors on the issue, enter upon the Leased Premises and take possession of any personal property of Lessee situated on the Leased Premises, and sell the same at public sale, after giving Lessee reasonable notice of the time and place any public sale is to be held. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of the property (including reasonable attorney's fees and other expenses), shall be applied as a credit against the indebtedness secured by the security interest

granted in this section. Any surplus shall be paid to Lessee or as otherwise required by law; and Lessee shall pay any deficiencies immediately upon request by Lessor.

7.04 Waiver of Default. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law upon an event of default shall not be deemed or construed to constitute a waiver of such default. Lessor's acceptance of rent following an event of default under this Lease shall not be construed as Lessor's waiver of the default.

VIII. Hold Harmless

Lessee agrees to save and hold harmless Lessor and its directors, agents, servants, and employees of and from any and all liabilities, expenses, and causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's operation, occupancy, or use of the Leased Premises or from any act or omission of Lessee.

IX. Miscellaneous

9.01 Notice and Demands. All notices and demands permitted or required to be given under this Lease shall be in writing, and shall either be (i) delivered in person against a written receipt therefore; or (ii) given by telephone conversation, text mail transmission AND certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address set forth on Page 1, or at such other address as the parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date of deposit.

9.02 Emergency Entrance. If, due to Lessee's negligence or otherwise, the Leased Premises are identified as the source of extreme smoke, heat, toxic fumes or the like (by way of example but not a specific cause), Lessor's General Manager or representative may immediately enter the Leased Premises to assess and/or address the emergency. Lessor must advise Lessee as defined in Section 9.01, above as to what took place during the incident.

9.03 No Sublease. Subleasing will not be permitted under any circumstances. Lessee may assign this Lease with the prior written consent of Lessor as provided in Section I.

9.04 Parties Bound. This Lease shall be binding upon, and enure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.

9.05 Texas Law to Apply. This Lease shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Hidalgo County, Texas.

9.06 Legal Construction. In case any one or more of the provisions contained in this Lease shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Lease.

9.07 Prior Agreements Superseded. This Lease constitutes the sole and only agreement of the parties to the Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

9.08 Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same is in writing, dated subsequent to the date of this Lease, and duly executed by the Parties to this Lease.

9.09 Attorney's Fees, Court Costs, and Expenses. In the event Lessee or Lessor breaches any of the terms of this Lease and employs attorneys to protect or enforce its rights hereunder and prevails, then the unsuccessful Party agrees to pay the prevailing Party's reasonable attorney's fees, court costs (including the cost of any bond) and necessary expenses incurred by reason of litigation or the cure of any default.

9.10 Cumulative Remedies. Pursuit of any of the remedies provided in this Lease by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this Lease or by law. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms or provisions contained in this Lease. Nor shall pursuit of any remedies provided in this Lease by Lessor constitute a waiver of forfeiture of any Rent due to Lessor under this Lease.

9.11 Time of Essence. Time is of the essence of this Lease.

This **RV & Storage Area Land Lease Agreement** is executed and effective on _____, 20____ (the "Commencement Date").

LESSOR:

ALAMO COUNTRY CLUB OWNERS ASSOCIATION

By: _____
General Manager Date

LESSEE:

By: _____
Date

By: _____
Date

By: _____
Date

**EXHIBIT 1
RV & STORAGE AREA MAP**

DEFINITIONS

Land Lease: A land lease is an agreement in which a tenant is permitted to develop a piece of property during the lease period, after which the land and all improvements are either turned over to the property owner or assigned to another tenant by a land lease.

Assign (a lease): An assignment is a transfer of the tenant's interest in the leased premises. When a tenant decides to assign a lease, she/he is essentially giving up all their rights and responsibilities to the rental agreement and the leased premises to a third-party assignee. As a result, the previous tenant (the "assignor") will have to vacate the property and allow the new tenant to take over all of the leased premises as well as the benefits and obligations of the lease.

Sublease: Subleasing is not allowed under the RV & Storage Area Land Lease. A sublease is an agreement where another party takes over part or all of an existing lease. This type of lease involves at least three parties. The first party is the lessor (landlord), who owns the property. The second party is the original lessee, who rents/leases the property from the lessor. The third party is the subtenant, who subleases the property from the original lessee. If the sublease is between the original lessee and a new subtenant, the original lessee will be liable for rent if the subtenant stops paying. This means that the lessor can pursue the original lessee for any unpaid rent. The original lessee will then have the burden of collecting money from the subtenant.

Enure or enurement: An "enurement" clause indicates that an agreement or lease continues to the benefit of assigns, heirs, or other designated third parties. This clause allows the benefit of a land lease to continue without disruption in the event of a death assuming other conditions of the lease are satisfied.

Ad valorem taxes: *Ad valorem* is a Latin phrase that translates to "according to the value." The essential characteristic of ad valorem tax is that it is proportional to the value of the underlying asset, unlike a specific tax, where the tax amount remains constant, irrespective of the underlying asset's value. *Ad valorem* tax is commonly used in the taxation of real property.

Leased Premises: Under a typical land lease agreement, the leased premises consist of the real property (land) plus any improvements or structures built upon it that Lessee rents.

Hold over tenant: A holdover tenant is a lessee whose lease has expired or been terminated but who continues to stay in the rental unit without the consent of the lessor.

Rental Amount calculation: The RV & Storage Area Land Lease annual rental amount may represent the total of several costs which can include, but are not limited to:

1. ACC costs to maintain the RV & Storage Area grounds divided by number of storage units
2. Hidalgo County real property tax on the RV & Storage Lot land area apportioned to each space
3. Insurance on RV & Storage Lot apportioned to each storage space
4. Total metered electric utility consumption paid by lessor apportioned to each space