

LEASE OPTION CONTRACT

THIS LEASE AGREEMENT WITH OPTION TO PURCHASE REAL ESTATE (hereinafter referred to as the Lease/Option) is made on this 22 day of February 2013, by and between the following parties: **THE TOWN OF ANTHONY TEXAS**, 401 Wildcat Dr., Anthony, Texas 79821, (hereafter referred to as the Landlord/Seller) and **ROBERT LOPEZ**, 908 Los Pinos, El Paso, Texas, TX, (hereinafter referred to as the Tenant/Buyer).

In consideration of the mutual promises and covenants herein, the parties hereby agree as follows:

(1). **DESCRIPTION.** The Landlord/Seller agrees to lease, and the Tenant/Buyer agrees to rent the real property and improvements located at: 100 W. Rainbow Drive, Anthony, Texas, as more fully described as follows: Tract 6b-2b Block 23, El Paso County, Texas, (hereinafter referred to as the property).

(2). **TERM.** The term of this Lease/Option shall be for a period of 207 months commencing on April 1, 2013, and ending on April, 2030. The term will continue until completed unless the Tenant/Buyer gives notice to the Landlord/Seller of his intent to terminate the Lease/Option, by mailing a written notice to the last provided address of the Landlord/Seller, or until such time as Tenant/Buyer exercises his option to purchase the Property upon the terms contained herein this Contract.

(3). **POSSESSION.** Possession shall be delivered by keys and physical possession given to the Tenant/Buyer on February 22, 2013, 2013.

(4). **RENT.** Tenant/Buyer agrees to pay to Landlord/Seller the sum of \$1,000.00 per month for a period of 36 months and thereafter, commencing on month 37, the sum of \$1,250.00 per month, beginning on April 1, 2017, as rent for the Property, for the term of this Lease/Option and during any extension thereof. All rental payments shall be due and payable in advance on the 10th day of each and every month. An amount equal to the rental paid for each month in which rent was paid, shall be credited to the Tenant/Buyer and applied to the purchase price of the Property in the event that the Tenant/Buyer exercises his option hereunder.

(5). **OPTION TO PURCHASE.** The Tenant/Buyer, as part of the consideration herein, is granted the right, option and privilege of purchasing the Property at any time during the term of this Lease/Option or any extension thereof.

(6). **LIQUIDATED DAMAGES.** Should Tenant/Buyer default on this agreement, Landlord/Seller shall keep all monies paid as liquidated damages.

(7). **COVENANTS OF TENANT/BUYER.** Commencing with entering the term of this agreement, including extensions, the Tenant/Buyer hereby covenants and agrees as follows:

- (A). That the Tenant/Buyer will pay all utility charges and bills, including, but not limited to, water, sewer, gas, oil and electric, which may be assessed or charged against the Property.
- (B). That the Tenant/Buyer will not use the Property for any unlawful purpose and that the Tenant/Buyer will conform to and obey all laws, ordinances, rules, regulations requirements and orders of all Federal, State and Local Governmental authorities, agencies, departments, bureaus, boards or officials, respecting the use of the Property; and
- (C). That the Tenant/Buyer will surrender and deliver up the property, at the end of the term or any extensions thereof, should the option herein not be exercised, in as good order and condition as the same now exists, reasonable use and natural wear and tear excepted.
- (D). That the Tenant/Buyer shall pay for and maintain fire and extended coverage insurance on the Property in the minimum amount of \$255,000.00. The Landlord/Seller shall be named as an additional insured or loss payee on the insurance policy and copy of which shall be provided to Landlord/Seller.

(8). COVENANTS OF THE LANDLORD/SELLER. The Landlord/Seller hereby covenants and agrees as follows:

- (A). The Tenant/Buyer is entitled to quiet enjoyment of the Property without any interference or interruption by Landlord/Seller or its representatives.

(9). COSTS OF IMPROVEMENTS. In the event the Tenant/Buyer exercises the option to purchase, and through no fault of the Tenant/Buyer, the Landlord/Seller fails to convey said Property to Tenant/Buyer in accordance with the terms of this Lease/Option, the Tenant/Buyer, in addition to any other rights which Tenant/Buyer may have in law or equity for the enforcement of Tenant/Buyer's option to purchase, shall be entitled to reimbursement for the cost of all repairs, maintenance and improvements.

(10). FURTHER ENCUMBRANCES. The Landlord/Seller shall not lease to any other third party, nor to assign, sell, option, transfer, pledge or otherwise to convey any or all rights or interest had by Landlord/Seller in the Property or in this Lease/Option, nor to further encumber the Property not to allow the same to occur.

(11). RIGHT OF ASSIGNMENT. The Tenant/Buyer may sublet the property and/or assign, sell, transfer, pledge or otherwise convey any or all rights or interest which the Tenant/Buyer may have in the Property or in this Lease/Option. Tenant/Buyer must obtain the consent of the Landlord/Seller and said consent may not be unreasonably withheld. Any such assignments will release original

Tenant/Buyer from any and all liability and substitute assignee in his/her or its place.

(12). **MAINTENANCE AND REPAIRS.** The Tenant/Buyer accepts the Property "as is" on the date of execution of the Lease/Option. As of the effective date, the Tenant/Buyer shall be responsible for all maintenance and repair upon said Property, both interior and exterior. The Tenant/Buyer shall have the right to make such repairs, maintenance and improvements as Tenant/Buyer shall deem necessary, proper or desirable. The Tenant/Buyer shall pay the costs of all such improvements.

(13). **BINDING AGREEMENTS.** The parties hereto agree that this Lease/Option comprises the entire agreement of the parties and supersedes all prior written or oral agreements, representations, warranties, negotiations or understandings. This Lease/Option may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Lease/Option other than what is expressly written herein. This Lease/Option shall be binding upon the parties, their heirs, executors, administrators, personal representatives, successors or assigns.

(14). **OPTION PURCHASE TERMS.**

PRICE AND TERMS: The Tenant/Buyer agrees to pay for said property the sum of \$255,000.00 as follows:

- (a). Tenant/Buyer will deposit the sum of \$5,000.00 at the time of closing.
- (b). Rental shall be at the sum of \$1,000.00 per month for the first thirty six (36) months of this agreement commencing on April 1, 2013.
- (c). Thereafter, Tenant/Buyer shall pay as rental the sum of \$1,250.00 per month due on the first day of the first month after the initial term of 36 months end, until the total sum of \$255,000.00 has been paid in full.
- (d). In addition, Tenant/Buyer shall pay the sum of \$1,200.00 annually on January 1 of each year commencing on January 1, 2014, and continuing on the same month thereafter until the expiration of this contract. (Said sum shall be in lieu of taxes due on the property)

(15). **INCLUDED IN THIS PURCHASE.** The property shall also include all land together with all improvements thereon, all appurtenant rights, privileges, easements, buildings, fixtures, heating, electrical, plumbing, air conditioning fixtures and facilities, window shades, venetian blinds, awnings, curtain rods, screens, storm windows and doors, affixed mirrors, wall-to-wall carpeting, stair carpeting, built in kitchen appliances, bathroom fixtures, radio and television aerials, landscaping and shrubbery, water softeners, garage door openers and operating devices, and all utility and storage buildings or sheds, range and refrigerator.

(16). **TITLE.** The Landlord/Seller shall convey marketable title to the Property with the above-described inclusions by General Warranty Deed free clear and unencumbered except existing mortgages, restrictions and easements of record at the termination of this agreement after full compliance with all terms by the Tenant/Buyer.

(17). CLOSING. The deed shall be prepared and held by the Landlord/Seller and delivered as set forth above, and the purchase money shall be paid at the time and the place of Tenant/Buyer's choice, no later than 60 days after notification to the Landlord/Seller of the Tenant/Buyer's exercise of the option.

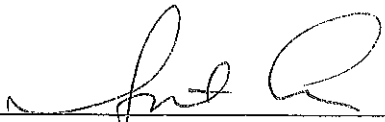
(18). COSTS AND PRORATIONS. All costs for the preparation of the Lease/Purchase Agreement and preparation of the Deed shall be borne by the Landlord/Seller. All interest on encumbrances existing at the time of closing shall be taken over by the Tenant/Buyer.

(19). INSURANCE. The Tenant/Buyer shall maintain fire and extended coverage upon the Property effective on the closing date.

(20). LEGAL. In the event that any legal proceeding is brought to enforce any right or obligation under this Lease/Option, the parties each agree to waive their right to a jury trial. In addition, the prevailing party shall recover its reasonable court costs and attorney fees from the non-prevailing party.

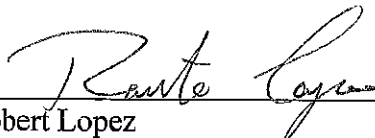
IN WITNESS WHEREOF, the parties hereto have set their hands to this Lease/Option on this the 22 day of February, 2013.

Landlord/Seller

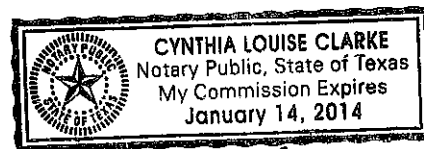


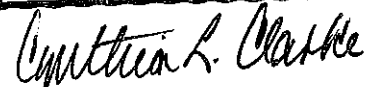
Town of Anthony Texas
By its Mayor
Art Franco

Tenant/Buyer



Robert Lopez




February 22, 2013

ROBERTO CHAVEZ-LOPEZ
DBA R LOPEZ SCRAP METAL

1284

95-219/1070 2904
3139178002

2.22.13

Date

Pay to the Order of Town of Anthony \$ 5,000.00
Five thousand Dollars



Wells Fargo Bank, N.A.
New Mexico
wellsfargo.com

For Down Payment

Roberto Lopez

MP