

HIDALGO COUNTY PURCHASING DEPARTMENT QUOTE TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Sheriff's Office

DUE DATE: August 15, 2007

OPENING TIME: 9:30 A.M.

DESCRIPTION OF RFSQ: "LEASE OF TOWER SPACE"

RFSQ No: 07-281-08-15-ROL

	NAME OF COMPANY	TOTAL PRICE FOR ONE (1) MONTH	
#1	OE Investments	\$1,800.00	
#2	Rio Radio Supply	No Bid	
#3	South Texas Communications	No Bid	
#4			
#5			
#6			
#7			

From: Juan.Tapia@hidalgoso.org
Sent: Monday, August 20, 2007 2:45 PM
To: rolando.flores@co.hidalgo.tx.us
Cc: rozuna@hidalgoso.org; mhinojosa@hidalgoso.org
Subject: Re: 07-281 Lease Tower Space

ROLI:

By this we confirm our recommendation to award to a sole bidder (O.E. Investments, Inc.) for our above mentioned project at \$ 1,800.00 monthly rate. Thanks JMT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-07-281

THIS AGREEMENT is made and entered into this 2nd day of October, 2007 by
VENDOR a Texas Corporation, hereinafter referred to as Lessor, and COUNTY OF HIDALGO
TEXAS, hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and provisions contained to be kept, performed, and observed by Lessee, does hereby lease and demise and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described in Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a one year term hereinafter referred to as the "initial lease term" commencing on, October 2, 2007 and ending on, October 2, 2008; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for additional two year terms, commencing on, October 3, 2008 and ending on October 2, 2010. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

ARTICLE 2. RENT

Monthly Rental

3.01 Lessee agrees that it shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of \$ _____ per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be \$ _____; Each rental payment shall be due in advance on the first day of each month during the term of the lease, commencing on, October 2, 2007.

Payment of Rent

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall

be paid in lawful money of the United States at the time to the Lessor at ADDRESS, unless until Lessor notifies Lessee in writing to make the payments to some other address.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for water, electricity, sewers, and any and all other utilities used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose relating to the receipt, broadcast or rebroadcast of television or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property to keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural members of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property, Lessee will have the right, without the obligation, to cause repairs or corrections to be made, with any reasonable costs thereof to be borne by Lessor to Lessee as an offset against rent due the next rent payment date. Lessee shall, at its sole cost and expense, maintain and repair all equipment, including antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be responsible for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alteration, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made by Lessee shall become the property of Lessor at the termination of the lease.

Damage or Destruction

7.03 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.04 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies payable to Lessor. The coverages under such policy or policies shall provide for coverage in the amounts reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or each portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien on the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against suit, loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs to be borne and payable by Lessee.

Lessee's Insurance

7.05 Lessee shall at its own expense provide and maintain in force effective October 2, 2008, and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessor, including Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease.

- (a) Lessee shall fail to pay any installment of rent hereby reserved and such failure shall constitute an event of default if not cured within thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

(a) Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at lessor's choosing at Lessee's expense or to Lessee's account.

Termination

(b) After re-entry, Lessor may terminate the lease on giving written notice of such termination to Lessee. Re-entry only, without notice of termination, will terminate the lease.

Reletting Property

(c) After re-entering, Lessor may relet the property on any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Properties utilized in the transmission and/or retransmission of radio signals may be subject to government agency service which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default, exercise any remedy which may affect or in any manner interfere with Lessee's possession or enjoyment of the property or the receipt, transmission or retransmission of a signal by Lessee. Further, except for any time period following expiration of any cure period which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use and quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Holding Over

10.01 Should Lessee hold over the Property, or any part thereof, after the expiration of the term of this lease, unless otherwise agreed in writing, such holding over shall constitute a tenancy construed as tenancy from month to month only, at a rental equal to the amount payable per month of the term of this lease.

Notices and Addresses

10.02 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such mailing and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR

LESSEE

Courtroom 101, Texas
Antonio Juan D. ... County Judge
100 E. Canal Street
Edinburg, Texas 78541

With copy to
Hidalgo County Sheriff
PO Box 1228
Edinburg, Texas 78541

Parties Bound

10.03 This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

Texas Law to Apply

10.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Legal Construction

10.05 In the event any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.06 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.07 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties.

Waiver of Default

10.08 No waiver by the parties hereto of any default of breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.09 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder, then the defaulting party agrees to pay the other party reasonable attorney fees so incurred by the other party.

ARTICLE 11. WAIVER OF RECOVERY

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss, and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessee's property caused by fire, explosion and other perils to the extent that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damages suffered by either party hereto which is not recovered by either party under insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to ensure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are provided adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which may interfere with Lessee's use of the Property, and to require that any other use and operation of radio or television transmission equipment of the Property shall be conducted in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut

down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereunto have signed this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COMMISSION

Approved as to form
Atlas & H

By: _____

Attest:

Arturo Guajardo Jr., County

Lessee:
County Of Hidalgo

By:
Juan D. Salinas III, County Judge

Lessor:

By: