

THE STATE OF TEXAS

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KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO

WHEREAS, _____ whose address is _____, Texas (collectively referred to herein as the "Lessor"), is the owner of the undivided interests in a five (5) +/- acre tract of land more particularly described in Exhibit "A" attached hereto and made a part of hereof (the "Property");

WHEREAS, Hidalgo County (the "Lessee") whose address is 1615 SO. Closner, Ste. J Edinburg, Texas 78539, sought bids to lease a tract of land for the purpose of a site to stockpile and hold soil/dirt for the reconstruction of McColl Road and Mission inlet levees, Phase II, including road maps;

WHEREAS, the owners of the Property responded to the County's Request for Bids for the purpose of leasing such Property to County; and

WHEREAS, Lessor responded to the Request for Bids and as such, met the bid specifications and have consented to leasing such Property to Lessee for the term and upon the conditions hereinafter stated.

NOW, THEREFORE, LESSEE and LESSOR, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HERINAFTER, agree for and in consideration of the sum of _____ and other good and valuable consideration, the receipt of which is hereby acknowledged by Lessor, covenant and agree, as follows:

1. Lessor does hereby lease to Lessee for a term of _____ beginning on the date this Agreement is finally executed by all parties, the surface estate only in and to the Property, provided that this Lease may be terminated by Lessor or Lessee by giving thirty (30)days written notice to the other party. Upon Lessee electing to terminate, this Lease shall cease and come to an end as if the day of termination party's election were the day originally fixed in the Lease for its expiration. Lessor agrees with the Lessee's option to extend this Lease for an additional _____ term under the same rates, terms and conditions, by notice and payment to Lessor of the sum of _____.

2. Lessee agrees that no permanent improvements shall be erected upon the Property, and Lessee further agrees upon expiration of this Lease to remove from such Property any and all of its portable equipment of whatsoever nature within no longer than thirty (30) days.

3. Lessee shall have the right to clear any vegetation growth necessary in order to prepare the Property to receive stockpiles of soil/dirt.

4. Lessee hereby agrees that vehicular traffic (other than vehicles or equipment required in Lessee's operation on the Property) shall not be allowed on, over or across the leased Property.

5. **Peaceful Possession:** Lessor agrees not to interfere with Lessee's peaceful and quiet possession, use and enjoyment off the premises as long as Lessee is not in default in the payment of the rent provided herein.

6. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present of future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

8. **No Waiver.** No waive by any party hereto of any breach of any provision of the Agreement shall be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) and representation or agreement in connection with this Agreement not specifically set forth herein.

10. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNY, TEXAS.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. **Assignment.** This Agreement shall not be assignable.

14. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Lessee does not appropriate sufficient funds to meet its obligations under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The parties however, agree to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to

terminate this Agreement at the expiration of each budget period of the Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

15. This Lease may be executed in multiple counterparts hereof. If so executed, all such counterparts, when taken together, shall constitute but one and the same instrument.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

LESSOR:

ATTEST:

Arturo Guajardo, County Clerk

LESSEE:

Ramon Garcia, County Judge

APPROVED AS TO FORM:
ATLAS & HALL L.L.P.

By: _____