

THE STATE OF TEXAS *

COUNTY OF HIDALGO *

C-07-340-07-03

THIS AGREEMENT this day made and entered into by and between **Tri-County Communications, LTD**, a Texas Limited Liability Partnership, acting by and through its duly authorized officers, hereinafter called "**LESSOR**", and **County of Hidalgo Fire Marshall's Office**, hereinafter called "**LESSEE**";

WITNESSETH:

WHEREAS, LESSOR is the owner of a radio tower and building at a location described as being North Latitude 26° 15' 19", West Longitude 98° 09' 41", with physical address of 4505 Tres Hermanos, Edinburg, Texas, or hereafter called the Edinburg Tower; and

WHEREAS, LESSEE operates a private station, and is desirous of using an installed VHF Antenna and heliack cable at the 480' level on Lessor's said radio tower and building space for the use of its Motorola Repeater.

NOW, THEREFORE, LESSOR does by these presents, LEASE, LET AND DEMISE unto the LESSEE the right to use said radio tower and the installation and maintenance of Motorola Repeater and the right to use such building space at the base of said tower as may be reasonably necessary for the operation of equipment. No outside storage of any kind is permitted by this Agreement without prior written consent of LESSOR.

The parties agree here and covenant with each other as follows:

1. The initial term of this lease shall be **two and one half (2-1/2) years**, beginning July 1, 2007 and Lease shall terminate at midnight on the 31st of December, 2009.

The rent to be paid by LESSEE to LESSOR hereunder for such term is the sum of **Eighteen Thousand and no/100 Dollars (\$18,000.00)**. Said rent shall be payable in annual installments of **Seven Thousand Two Hundred and no/100 Dollars (\$7,200.00)** each payable in advance on or before the tenth day of the month. Rent shall be billed at month's ending and payment must be made by the tenth day of the current month. The first payment of \$3,600.00 will be due on or before July 10, 2007 and covers the period of July 1, 2007 through December 31, 2007. The second payment of \$7,200.00 will be due on or before January 10, 2008. The third and last payment of the initial term of \$7,200.00 will be due on or before January 10, 2009.

This lease shall automatically renew for four (4) terms of two (2) years each unless either party gives written notice, at least ninety (90) days prior to expiration of the term or any renewal term, to the other that it wishes to terminate this lease. In the event of renewal as provided here in, the rent for each renewal term shall be due in advance on or before the 10th day of the month of said term.

Any rent increase will occur at time of renewal of lease. Such increase will be 5% per year, commencing on the anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter throughout the initial term of this Lease and any Renewal Term.

LESSOR shall furnish electric power required to operate the Lessee's equipment at said tower site, and such charge to be included in current rent. The LESSOR shall not be responsible for any power failure caused by the power company. The LESSOR shall not be responsible for the Lessee's equipment maintenance.

LESSEE shall pay the rent to LESSOR at 1421 E. Pike Blvd., Weslaco Texas 78596, annually in advance, as aforesaid, as the same shall fall due.

If the LESSEE shall fail to pay the rent or any installment thereof when due, the LESSOR may, by ten (10) days written notice to LESSEE, cancel and terminate this lease.

LESSEE shall have ten (10) days after LESSEE receives written notice to cure monetary defaults and thirty (30) days after LESSEE receives written notice to cure non-monetary defaults. In the event that it takes longer than thirty (30) days to comply with any term, provision or covenant of this lease other than a monetary term, and provided that LESSEE takes reasonable steps to cure such default, LESSOR shall provide LESSEE with additional time, as required to comply.

LESSEE shall have 24-hours-a-day, 7 days-a-week access to the premises at all times during the term of this Lease and any renewal term

2. If the leased premises shall be damaged by or as a result of fire, windstorm, or other casualty, the LESSOR shall make repairs to such leased premises (exclusive of antenna and property of LESSEE) with reasonable dispatch, due allowance to be made for any delay arising in connection with the adjustment of insurance loss or labor troubles. There shall be no abatement of rent, unless the damage is so extensive that the premises leased cannot be used while being repaired, in which event, rent or a proportionate part thereof shall abate until such time as said premises shall have been put in repair. In the event the leased property; either the tower or the building, is destroyed or so damaged that in the opinion of the LESSOR, it cannot be repaired within ninety (90) days after the loss, or if LESSOR shall decide to rebuild, or if the damage shall be caused under conditions not insured against by the LESSOR and the LESSOR shall decide not to repair the damage, then the LESSOR, at its option, may terminate this lease and the prepaid rent subsequent to the date of such damage shall be refunded to LESSEE and thereupon, the lease shall terminate.

3. This Lease shall run with the property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

4. LESSEE agrees as a part of the consideration of this lease that he will forever hold harmless the LESSOR for any damage incurred to the property belonging to the LESSEE located upon the leased premises unless such damage caused by the LESSOR or LESSOR'S agents.

5. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to LESSOR, to:

**Tri-County Communications, LTD.
14221 E. Pike Blvd.
Weslaco, Texas 78596
Attn: Tony Brunnemann
Phone: (956) 447-8440**

If to LESSEE, to:

**County of Hidalgo Fire Marshall's Office
100 E. Cano, Suite #202
Edinburg, Texas 78539
Attn: Victor Fonseca, Fire Marshall
Phone: 956-318-2656**

6. No representations, agreement, or promise has been made by the LESSOR, or any agent of the LESSOR, except as stated herein or in a written communication to the LESSEE signed by the LESSOR, and this lease may not be changed, varied, or extended except by instrument in writing signed by both parties hereto. It supersedes any and all prior agreements and understandings between the parties hereto with respect to the leased property and premises and the terms of this agreement.

7. This agreement shall be governed by the laws of the State of Texas, without giving effect to conflicts of law principles thereof. All covenants, agreements, representations, warranties and indemnities shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

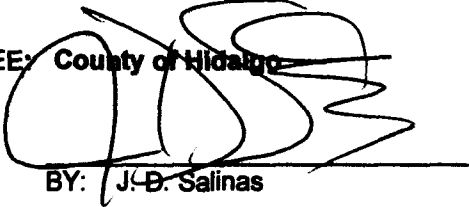
IN TESTIMONY WHEREOF, witness our hands this, the ____ day of June, 2007

LESSOR: Tri-County Communications, LTD.


By: Tony Brunnemann

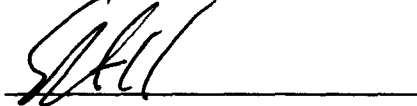
Title: General Manager

LESSEE: County of Hidalgo


BY: J.D. Salinas

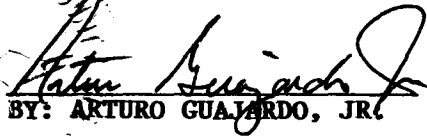
Title: County Judge

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



ATTEST:




BY: ARTURO GUAJARDO, JR.

Title: County Clerk

