



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 318-2629

**E-13-288-09-11**

August 28, 2013

RGV Towers, LLC  
C/O Alan Yoder  
PO BOX 3097  
McAllen, Texas 78502

Via email: [alan@sc2000.net](mailto:alan@sc2000.net)  
Cert. Mail: 7099 3220 0002 9744 7362  
Effective from: October 1, 2013 thru September 30, 2014

Re: E-12-229-09-04  
"Lease of Tower Space for HIDTA"

Dear Mr. Yoder:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's the third (3) term of nine (9), one (1) year extensions as provided in the current contract (with bid price increase and same terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Sept 10, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, September 6, 2013, via facsimile to (956) 956-292-7612 or email to: [cris.ayala@co.hidalgo.tx.us](mailto:cris.ayala@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

By: 

Date: 8-28-13

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626, Ext. 4867. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

*Cris Ayala*

Gricelda (Cris) Ayala, Buyer III  
Hidalgo County Purchasing Department

cc:  
department

2. Approval of Request for Payment-Applications No. 7 in the amount of \$35,625.00 from HighMark Construction Company, LLC, awarded contractor for the, "Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX"(C-12-021A-09-25), as certified for payment by project architect, Dannenbaum Engineering Company, with authority to issue payment after audit and processing procedures are completed by County Auditor.

**L. AI-40419** Approval to exercise the option to renew/extend the second (2nd) term of nine (9) one (1) year terms as stipulated and provided in the contract under the specified rates, terms and conditions for-"Lease of Tower Space" with RGV Towers, LLC, for HIDTA. (E-12-229-09-04)

**APPROVED**

**M. AI-40529** Requesting ratification of approval of plans and specifications originally approved by Commissioners' Court on September 3, 2013 (AI-40391), inasmuch as final modifications were made to specifications to complete the procurement packet for the project: Hidalgo County Sheriff's Office -Modifications to Incorporate Motorola and 911 Equipment. (2013-258-09-25-MSS)

**N. AI-40535** 1. Acceptance and approval of Certificate of Completion for the project Hidalgo County Precinct No. 4 - "Hoehn Subdivision Solar Lights Project -EECBG" (2013 -173-MSS) as certified by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department.

2. Requesting approval for final Payment Application No. 265 in the amount of \$26,796.74 from Facility Solutions Group, awarded contractor for the Hidalgo County Precinct No. 4 "Hoehn Subdivision Solar Lights Project -EECBG project (2013-173-MSS -PO No. 693624) as certified for payment by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

**O. AI-40416** Annette C. Muniz, Chief Deputy, Hidalgo County Clerk's Office is formally requesting the removal of fixed assets in Exhibit A from the Hidalgo County's Inventory List. All supporting documentation is attached.

**P. AI-40187** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (All funding sources, programs & entities) - "Punched & Drawn Biaxial Geogrid Reinforcement Material"- RFB No.: 2013-254-00-00-SGS. Including the re-advertising of project in the event No Bid responses are received and / or rejected and project is still required.



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 318-2629

**E-12-229-09-04**

Effective from: Oct. 1, 2012 thru Sept. 30, 2013

August 15, 2012

RGV Towers, LLC  
C/O Alan Yoder  
PO BOX 3097  
McAllen, Texas 78502

Via email: [alan@sc2000.net](mailto:alan@sc2000.net)  
Cert. Mail: 7099 3220 0002 9744 7010

Re: C-11-192-09-27  
"Lease of Tower Space for HIDTA"

Dear Mr. Yoder:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's the first of nine (9), one (1) year extensions as provided in the current contract (with bid price increase and same terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 4, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Wednesday, August 22, 2012, via facsimile to (956) 956-292-7612 or email to: [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

By: *Alan Yoder*

Date: 8-16-12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626, Ext. 4867. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

*Cris Ayala*

Gricelda (Cris) Ayala, Buyer III  
Hidalgo County Purchasing Department

cc:  
department

**COMMUNICATIONS TOWER RENTAL AGREEMENT**  
**C-11-192-09-27**

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

This Communications Tower Rental Agreement ("Agreement") is made and entered into this, 27th day of September, 2011 by and between RGV TOWERS, LLC., a Texas Limited Liability Corporation, herein referred to as "Lessor" and COUNTY OF HIDALGO, TEXAS herein referred to as "Lessee".

In consideration of the mutual promises, conditions, covenants and other good and valuable consideration of the parties hereto, it is covenanted and mutually agreed as follows:

**I. LEASED SPACE ON TOWER**

Lessor is the lessee of a parcel of land described in Exhibit "A" (the "Land"), which exhibit is incorporated herein for all purposes, upon which it owns and operates a communications tower ("Tower"), the Tower and Land collectively are referred to herein as the "Property". Upon and subject to all of the provisions of this Agreement, and in consideration of the Rent (as herein defined), and the representations, warranties, covenants, agreements, waivers and releases set forth herein, Lessor hereby leases Lessee and Lessee leases from Lessor on a non-exclusive basis (i) approximately four square feet in the equipment shelter at or near the base of the Tower; (ii) space on the Tower at the lesser of 440 feet or 20 feet below the greatest height allowed by governmental authority, to install, maintain and operate the communications equipment described in the attached Exhibit "B" (collectively the "Equipment") and incorporated herein for all purposes; and (iii) rights to access and utility easements, if any.

**II. TERM**

The term of this Agreement shall commence upon the completion of the installation of the Lessee's equipment in the Building, but not later than October 1, 2011, ("Commencement Date") and continue for a period of 12 months, ending not later than September 30, 2012 ("Term Expiration Date"); subject, however, to earlier termination as hereinafter provided.

**Renewal.** Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "C" under the same terms and conditions set forth in this Agreement except that the rent amount for the Leased Space shall be established as proposed by Lessor in Exhibit "D" (the Bid Page") and which was accepted by County. 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 or any Renewal Term.



**Voluntary Termination.** Lessee may terminate this Agreement at any time for any reason or no reason upon giving thirty (30) days prior written notice to Lessor.

Commitment of Current Revenue. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of this Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903 (Vernon Supp. 1996).

### III. RENT

Lessee agrees to pay rent to Lessor at PO Box 2973, McAllen, Hidalgo County, Texas, 78502, or at such other place as the Lessor may from time to time designate in writing, in lawful money of the United States of America, which shall be legal tender for the payment of all debts or dues, public and private, at the time of payment, payable in twelve monthly installments of Three hundred seventy-five and no/100 Dollars (\$375.00), each, payable on or before the first day of each and every calendar month beginning on or before the 1st day of October, 2011, and continuing regularly and monthly on the same day of each month thereafter, until the Expiration Date, unless this Agreement is terminated early as provided hereunder. Lessee agrees that the amount of the Rent will be increased annually, with the first increase occurring on the first annual anniversary of the Commencement Date and thereafter on each subsequent annual anniversary of the Commencement Date, as provided for in the attached Exhibit "D".

### IV. RIGHT TO INGRESS AND EGRESS

Lessor agrees that so long as Lessee is not in default of this Agreement or if in default has cured said default within the applicable cure period, and during the Term of the Agreement, Lessee shall have continuous non-exclusive ingress to and egress from the Property 24 hours a day, seven days a week for the purpose of maintenance and repairs to its equipment. It is further agreed, however, that Lessee will only permit its qualified employees or qualified and adequately insured contractors to work on, in or around the Property. In addition, a Certificate of Insurance with RGV Towers, LLC named as an additional insured with the below listed insurance requirements will be required for any contractor to climb or perform work on the tower.

### V. LOCKED GATE

Lessee and Lessee's representatives agree to close and lock the Property entrance gate after entering or leaving the Property.



VI. LESSEE'S COVENANTS AND CONDITIONS

Lessee covenants and agrees:

1. That Lessee's Equipment, its installation, operation and/or maintenance will not:
  - a. damage the Tower and Land, normal wear and tear excepted.
  - b. unreasonably interfere with the operation of Lessor's radio equipment or the radio equipment of prior or subsequent lessees on the Tower. In the event Lessee's equipment causes interference with prior or subsequent lessees, Lessee will promptly take all reasonable and necessary steps to correct and/or eliminate the interference. If such interference cannot be eliminated within ten (10) days of notice from the Lessor that the interference exists and as a result, Lessor elects to terminate this Agreement, Lessee agrees to remove its Equipment from the Property and this Agreement shall thereupon be terminated with neither party having any further obligation to the other, except for Lessee's obligation to pay Rent through the date of this early termination of this Agreement.
  - c. interfere with Lessor's performance of maintenance of the Tower or Property, the tower lighting system or monitoring equipment.
  - d. violate any applicable rules or regulations of any Federal Agency, including but not limited to the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").
  - e. violate any applicable state, county, city or municipality codes, regulations, laws, rulings or ordinances.
2. That Lessee will ensure that its repeater systems on the Tower have a pass type duplexer unless connecting to the Lessor's Master Antenna System. (Note: Lessor will not allow trap-type duplexers on its Tower)
3. That Lessee assumes all responsibility for the licensing, operation and/or maintenance of its Equipment and any associated attachments.
4. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Property and on Lessee's Equipment, bodily injury and property damage insurance with a combined single limit of at least One Million and no/100 Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Property, all as provided for herein. Lessor shall be named as an additional insured on the Lessee's policy. Lessee shall provide a certificate of insurance evidencing the coverage required by this paragraph within 30 days of the Commencement Date.
5. That Lessee shall not change the frequency, power, character or amount of its equipment on

PHARR TOWER



the Tower or on the Property without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

6. Intentionally Omitted

7. That, without the express prior written consent of Lessor, Lessee shall make no alteration, improvement, modification, or replacement in or to the Tower or Property.

8. That Lessee, at its sole cost and expense, shall attach or apply permanent identification: (a) to all its lines, coaxial, cable, and/or waveguides at the top and bottom of the line; (b) to any antenna(s) or equipment mounted on the Tower; and (c) to any equipment in or on the Property. Such permanent identification markings shall be of a kind, quality and nature such that the Lessor can at all times readily identify the owner of any equipment, line, cable, coaxial, waveguide or property attached to, on, in or around the Tower or Property.

9. That Lessee recognizes that a condition to granting of this Agreement and its continuation, is that no employee, representative or contractor of Lessee or any other person allowed to come upon said Property by Lessee, shall be permitted to hunt, fish, swim, camp or picnic on the Property and no dog, gun, firearm, fishing equipment, cameras (unless necessary to photograph accidents or where necessary to satisfy OSHA or other regulatory authority requirements), game-calling instruments, night hunting paraphernalia, bows and arrows will be permitted on the Property. Neither Lessee nor its agents, employees, contractors or invitees shall hunt for or remove artifacts, arrowheads, petrified rocks, stones, gems or like matters from the Property. If any of Lessee's representatives, contractors, or employees violate this provision, Lessor may give notice thereof to Lessee and, if Lessee does not voluntarily remove or exclude such party, Lessor shall have the right to eject such party from said Property and thereafter prohibit such party from entering upon said Property. Lessee further agrees that it will not keep or bring cattle or livestock onto the Property and that it will not permit its agents, employees or contractors to do so.

## VII. LESSOR'S COVENANTS AND CONDITIONS

Lessor covenants and agrees:

1. That Lessor will use its best efforts to meet the marking and lighting requirements of the Tower and Building promulgated by the FAA or FCC. Lessor will hold Lessee harmless from any liability and indemnify Lessee against any fines caused by Lessor's failure to comply with marking or lighting requirements. Further, should Lessee be cited by either the FCC or FAA because this site is not in compliance and if Lessor does not cure the conditions within the time allowed by cure by the citing agency, Lessee may terminate this Agreement by written notice to Lessor with neither party having any further obligation to the other.

2. That Lessor, at its sole cost and expense, shall maintain and repair the Tower and Property, unless any such damage is caused or contributed to by acts or omissions of Lessee, Lessee's agents, customers, clients, employees or invitees, in which event Lessee hereby agrees to pay the full cost of

PHARR TOWER



such repairs.

3. That during the Term of this Agreement, Lessor will use its best efforts to protect Lessee's frequency(ies) from interference caused by equipment of Lessor's other customers who place equipment on Lessor's Tower subsequent to this Agreement or modify pre-existing equipment.

4. That: (i) Lessor has full right to make and perform this Agreement; (ii) Lessor has a valid leasehold interest in the Land and will maintain such interest throughout the Term; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Property.

5. 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 acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such 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.

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

#### VIII. LESSEE'S OBLIGATIONS ON TERMINATION

1. Lessee may remove Lessee's Equipment from the Tower or Property provided: (a) removal is made prior to the Expiration Date or earlier termination of this Agreement; (b) Lessee is not in default of any obligation or covenant under this Agreement at the time of removal, including payment of Rent; and (c) Lessee promptly repairs all damage to the Tower or Property caused by such removal.

2. Upon the Expiration Date or earlier termination of this Agreement, Lessee covenants and agrees to surrender the Tower and Property to Lessor in the same condition in which the Tower and Property existed on the Commencement Date, excepting only ordinary wear and tear and damage arising from any cause not required to be repaired by Lessee.

3. Upon termination of this Agreement, Lessee agrees to remove all antennas, transmission lines, communication equipment and all other property belonging to the Lessee. If Lessee fails to remove any of its antennas, transmission lines, communications equipment and/or other property, Lessee shall be deemed to be occupying the Property as a tenant-at-sufferance, subject to all the provisions of this Agreement and at a daily Rental of three times the per day Rental provided hereunder for the final month of the Term of this Agreement, computed on the basis of a thirty (30) day month, which holdover Rental shall be due and payable daily.



IX. HOLDING OVER

If Lessee remains in possession of the Property after the Expiration Date or earlier termination of this Agreement, without the execution by Lessor and Lessee of a new Agreement, Lessee shall be deemed to be occupying the Property as a tenant-at-sufferance, subject to all the provisions of this Agreement and at a daily Rent of three times the per day Rent provided hereunder for the final month of the Term of this Agreement, computed on the basis of a thirty (30) day month, which holdover Rent shall be due and payable daily. Lessor shall have the right to terminate a tenancy-at-sufferance immediately upon notice to Lessee. The inclusion of this Paragraph IX. shall not be construed or interpreted as Lessor's consent for Lessee to hold over, nor shall the provisions of this Paragraph IX. limit the remedies available to Lessor for such holding over, either under this Agreement, at law, or in equity.

X. HOLD HARMLESS

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 such loss and liability, in such amounts as Lessee may reasonably require (and more fully described in the attached Exhibit "C", "D" and "E"). 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 therefor to be payable by Lessee.

To the extent provided for by the laws of the State of Texas, Lessee agrees to hold harmless Lessor, its employees, officers, directors, agents, owners and representatives against any and all claims, demands or actions arising in any manner directly or indirectly related to Lessee's activities or events performed by Lessee, its agents or employees pursuant to this Agreement.

XI. ACTS OF GOD

Lessor shall not be liable to Lessee for damages caused by acts of God, or other acts beyond the control of Lessor. Lessee likewise will not be liable to Lessor for damages caused by acts of God or other acts beyond the control of Lessee. If, due to acts of God or for any other reason, except for the negligent or unlawful acts or omissions of Lessor, Lessee's use of the tower is interrupted, Lessor shall be liable only for abatement of rent for the period of interruption.

XII. DEFAULT BY LESSEE

The following shall be considered Events of Default by the Lessee:

1. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of

**PHARR TOWER**



this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

2. Other than the payment of Rent, the failure to cure, after written notice thereof, any breach of the covenants, promises, undertakings, terms and conditions contained in this Agreement.
3. The filing of a voluntary or involuntary petition under the bankruptcy laws, a composition or arrangement for the benefit of creditors, an assignment for the benefits of creditors, or any other act reasonably indicating equitable or legal insolvency.
4. Abandonment of the Property.

### XIII. REMEDIES

This Agreement, the Term, and Lessee's leasehold interest in the Property hereby granted are subject to the limitation that if and whenever any Event of Default shall exist or occur, in addition to all other rights and remedies given hereunder or by law or equity, without further notice or demand, upon the occurrence of any Event of Default or at any time thereafter, at Lessor's option, Lessor may do any one or more of the following:

1. 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.
2. After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.
3. After re-entering, Lessor may re-let the Property or any part thereof, for 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.

### XIV. IMPLIED ACCEPTANCE OF SURRENDER, NO CONVERSION

Exercise by Lessor of any one or more remedies granted to Lessor in this Agreement or otherwise available to Lessor at law or in equity shall not be deemed to be an acceptance by Lessor of surrender of the Property from Lessee, whether by implied agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Lessor and Lessee. Receipt by Lessor of Lessee's keys to the Property shall not constitute an acceptance of surrender of the Property. No alteration of security devices and no removal or other exercise of dominion by Lessor over the property of Lessee or others at the Property shall be deemed unauthorized or constitute a conversion. Lessee hereby authorizes and consents to Lessor's exercise of dominion over Lessee's property within the Building or Tower after the existence or occurrence of an Event of Default. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices and/or removal of power are



hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings, or other legal process. Lessee agrees that any reentry by Lessor may be pursuant to judgement obtained in forcible detainer proceedings or other legal proceedings or without the necessity for legal proceedings, as Lessor may elect, and Lessor shall not be liable in trespass or otherwise.

#### XV. LESSEE'S LIABILITY FOR RENT

In the event Lessor elects to terminate this lease by reason of an Event of Default, or in the event Lessor elects to terminate Lessee's right to possession of the Property, Lessee shall be and remain liable to Lessor for all Rent accrued to the date of such termination of this Agreement. Lessee obligations for any unpaid rents, damages, costs and expenses shall survive any termination of the Agreement.

#### XVI. PAST DUE RENT

IN THE EVENT ANY RENT IS NOT PAID ON THE DUE DATE THEREFORE, LESSEE SHALL BE OBLIGATED TO PAY LESSOR INTEREST ON THE AMOUNT OF SUCH PAST DUE RENT FROM THE DUE DATE OF SUCH RENT UNTIL PAID AT THE LESSER OF (A) THE MAXIMUM LAWFUL RATE OF INTEREST WHICH MAY BE CHARGED OR PAID UNDER APPLICABLE LAW. Failure by Lessor to enforce the payment of such interest with respect to any past due Rent shall not constitute a waiver of Lessor's right to enforce the payment of such interest for any future past due Rent.

#### XVII. WAIVERS AND MODIFICATIONS

Neither the acceptance of Rent by Lessor nor any failure by Lessor to object or complain of any action, non-action, or default of Lessee shall constitute a waiver of Lessor's rights or remedies hereunder. No delay on the part of a Party in exercising any of such Party's rights, powers, privileges, or remedies hereunder shall operate as a waiver thereof, nor shall any specific waiver by a Party of any right, power, privilege, or remedy hereunder operate or be construed as a waiver of any other right, power, privilege, or remedy hereunder, nor shall any single or partial exercise of any rights, power, privilege or remedy hereunder (unless the Section of this Agreement which establishes any such right, power, privilege, or remedy provides otherwise).

#### XVIII. SALES OR USE TAX

The parties hereto stipulate that the rights herein granted relate to real property. In the event any sales or use tax should ever be payable on account of this lease agreement or the rental payments herein reserved, the Lessee hereby agrees to pay same as additional rent, or to furnish such documentation as is necessary or appropriate to establish that such rent payments are exempt from sales or use tax.



XIX. SUBORDINATION AND TRANSFER BY LESSOR

This Agreement may be made subject and subordinate to the lien of any mortgage, deed of trust or other instrument encumbering, now or hereafter placed on the Tower or the Property, provided that any such encumbering document shall contain a covenant that Lessee shall not be disturbed in its possession, use and enjoyment of the Property before or after any transfer of interest in title under such an encumbering document so long as Lessee is not in default under this Agreement, and providing that any purchaser, purchaser at foreclosure or deed in lieu of foreclosure, shall succeed to the rights and obligations of Lessor herein. The parties agree that nothing in this Agreement in any way prohibits or restricts Lessor from transfer, assignment, sale or other conveyance or encumbrance of the Property or Tower or any portion or interest therein.

XX. ATTORNMENT

In the event a third party acquires title to the Property or Tower, including by foreclosure or by acceptance of a deed in lieu of foreclosure of a lien, Lessee will become the Lessee of such successor in interest without change in the terms or other provisions of this Agreement so long as such successor in interest provides Lessee with a non-disturbance agreement. Upon request by such successor in interest, Lessee shall execute and deliver an instrument or instruments confirming the attornment herein provided.

XXI. ESTOPPEL CERTIFICATE

Upon request, Lessee shall execute and deliver to Lessor an estoppel certificate stating: (a) the Commencement Date; (b) that Lessee is not in possession of any written documents or instruments that would modify or amend this Agreement and this Agreement is in full force and effect (or, if there have been written modifications hereto, that this Agreement is in full force and effect, and stating the date and reflecting the substance of the modifications); (c) that the Rent under this Agreement has been paid; (d) that, to the best of Lessee's knowledge, there are no current defaults under this Agreement except as specified; and (e) such other matters reasonably requested by Lessor with regard to this Agreement.

XXII. NOTICE

All notices and other communications required or permitted hereunder and tender of payment of Rent and other payments due hereunder shall be considered properly given or made when deposited with the U.S. Postal Service, properly addressed and bearing sufficient postage with return receipt requested, but as to timeliness of Rent payments, same shall only be considered to be effective when actually received. The address of the parties for all purposes hereof shall be as follows:

**LESSOR: RGV TOWERS, LLC  
C/O ALAN YODER  
PO BOX 3097  
MCALLEN, TEXAS 78502**

**PHARR TOWER**



**LESSEE: COUNTY OF HIDALGO, TEXAS**  
ATTN: RAMON GARCIA, COUNTY JUDGE  
1605 SOUTH CLOSNER  
SUITE J  
EDINBURG, TEXAS 78539

XXIII. AUTHORITY

Lessor and Lessee warrant and covenant to each other that each has taken all actions necessary to authorize the execution and delivery of the Agreement.

XXIV. ENVIRONMENTAL

At all times during the Term of this Agreement, Lessee covenants, represents, warrants and agrees that Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Tower or Property by Lessee, Lessee's agents, employees, invitees, licensees, or contractors. As used herein, the term "Hazardous Material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Emergency Planning and Community Right to Know Act of 1986, as amended, the Texas Water Code, as amended, the Toxic Substance Control Act, as amended; all rules and regulations promulgated with respect thereto; and all other federal, state, and local laws, regulations, ordinances, rules, and bylaws, whether now existing, previously in force, or subsequently enacted.

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Property 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 such substance on the Property in violation of any applicable law.

XXV. CONDEMNATION

If at any time during the Term of this Agreement, any part of the Property is taken by eminent domain, or is conveyed by voluntary deed under threat of condemnation, Lessor may elect to terminate this Agreement. If this Agreement is terminated pursuant to this Paragraph XXIII., Rent shall be payable up to the date that possession is taken by the condemning authority. All sums awarded or agreed upon between

PHARR TOWER



the condemning authority and Lessor for the taking of the interest of the Lessor, whether as damages or as compensation, will be the property of the Lessor. All sums awarded or agreed upon between the condemning authority and Lessee for the taking of the interest of the Lessee, whether as damages or as compensation, will be the property of the Lessee.

#### XXVI. ASSIGNMENT

If Lessee is not in default under this Agreement, and with Lessee's prior notice to Lessor, Lessee may assign this Agreement only to a person or entity that is controlled by Lessee, has common ownership, or under common control with Lessee, provided such person or entity has first received FCC or state regulatory agency approval, and assumes all obligations of Lessee under this Agreement. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Agreement and all obligations hereunder. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, with or without notice to Lessee, subject, however, to all of Lessee's rights under this Agreement. Upon such assignment, Lessor shall be relieved of all liabilities and obligations hereunder and Lessee shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

#### XXVII. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, successors, and assigns, provided, however, this provision shall in no way alter the prohibition in connection with assignment and subletting by Lessee.

#### XXVIII. TEXAS LAW TO APPLY

The Agreement shall be construed and governed by the laws of the State of Texas. The Parties further agree that this Agreement is performable in Hidalgo County, Texas, and venue for any action involving this Agreement may only be brought in Hidalgo County, Texas.

#### XXIX. AMENDMENTS

This Agreement may be amended only in writing executed by Lessor and Lessee.

#### XXX. ENTIRE AGREEMENT

The Agreement, together with any exhibits given or delivered pursuant to the Agreement, constitutes the entire agreement between the parties to this Rental Agreement. No party shall be bound by any communications between them on the subject matter of the Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of the Agreement, and (c) is agreed to by all parties to the Agreement. On execution of this Agreement, all prior agreements or

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understandings between the parties shall be null and void.

XXXI. SEVERABILITY

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

XXXII. HEADINGS

The headings of the articles, paragraphs and sections of this Rental Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of the Agreement.

XXXIII. COUNTERPARTS

The Agreement may be executed by Lessor and Lessee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. The Agreement shall become operative on the date the last party has executed at least one counterpart of the Agreement (Execution Date).

APPROVED by Commissioners Court on this 27<sup>th</sup> day of September, 2011.

**COUNTY OF HIDALGO, TEXAS**

BY: Ramon Garcia  
Ramon Garcia  
Hidalgo County Judge

Attest:

BY: Arturo Guajardo, Jr.  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

Approved by Commissioners' Court  
on 9/27/11

**RGV TOWERS, LLC**

BY: Alan Yoder  
Alan Yoder  
President

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# EXHIBIT "B"

## BID PAGE

### HIDALGO COUNTY HIDTA TASK FORCE "LEASE OF TOWER SPACE"

Vendor must submit a bid amount for ALL yearly terms.

Initial 1 year term:	
Description	Bid Amount
Cost per month	\$ 375 <sup>00</sup>
Total cost for 1 <sup>st</sup> of 1 year term (12 months)	\$ 4,500 <sup>00</sup>
<b>Renewal Options</b> 2 <sup>nd</sup> Year term: Nine (9), One (1) year terms:	
Description	Bid Amount
Cost per month	\$ 386 <sup>25</sup>
Total cost for 2 <sup>nd</sup> term of 1 year (12 months)	\$ 4,635 <sup>00</sup>
<b>3<sup>rd</sup> Year term:</b>	
Cost per month:	\$ 397 <sup>84</sup> 0.34
Total cost for 3 <sup>rd</sup> term of 1 year (12 months)	\$ 4,774 <sup>08</sup> 7-27-11
<b>4<sup>th</sup> Year term:</b>	
Cost per month	\$ 400 <sup>00</sup>
Total cost for 4 <sup>th</sup> term of 1 year (12 months)	\$ 4,800 <sup>00</sup> J
<b>5<sup>th</sup> Year term:</b>	
Cost per month	\$ 420 <sup>00</sup>
Total cost for 5 <sup>th</sup> term of 1 year (12 months)	\$ 5,040 <sup>00</sup>

6 <sup>th</sup> Year term:	
Description	Bid Amount
Cost per month	\$ 441 <sup>00</sup>
Total cost for 6 <sup>th</sup> term of 1 year (12 months)	\$ 5292 <sup>00</sup>
7 <sup>th</sup> Year term:	
Cost per month	\$ 463 <sup>00</sup>
Total cost for 7 <sup>th</sup> term of 1 year (12 months)	\$ 5,556 <sup>00</sup>
8 <sup>th</sup> Year term:	
Cost per month	\$ 486 <sup>00</sup>
Total cost for 8 <sup>th</sup> term of 1 year (12 months)	\$ 5832 <sup>00</sup>
9 <sup>th</sup> Year term:	
Cost per month	\$ 510 <sup>00</sup>
Total cost for 9 <sup>th</sup> term of 1 year (12 months)	\$ 6,120 <sup>00</sup>
10 <sup>th</sup> Year term:	
Cost per month	\$ 535 <sup>00</sup>
Total cost for 10 <sup>th</sup> term of 1 year (12 months)	\$ 6,420 <sup>00</sup>
Grand Total	
Overall Total Cost for 10 years (120 months)	\$ 52,969 <sup>08</sup>
FCC Antenna Site Registration #	1258600

OPENED  
9:34am

Witnessed

*[Signature]*

