

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

LEASE
C-12-275-10-30

THIS LEASE is made and entered into by and between **Jose E. Garcia**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee has agreed with specifications and a copy of such Specifications is attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall commence effective **November 19, 2012**, or upon occupancy, whichever occur first, for a **period of two (2) years**, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the

date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2) one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Seven Thousand Nine Hundred Three Dollars (\$7,903.00) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

AI-49999

Purchasing Department 19. A. 2.

CC - REGULAR

Meeting Date: 06/09/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval for Hidalgo County to exercise it's option to send a formal written termination notice (under Paragraph 1.4 Renewal/Termination) as stated in the current lease agreement with Jose E. Garcia for "Lease of office for Co. Judge's Office" w/contract #12-275-10-30.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1100-413-00-110-006-0-441

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

NO BUDGETARY IMPACT at this time.

Attachments

CURRENT AGREEMENT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/04/2015 06:12 PM
Budget & Management	Veronica Ortiz	06/05/2015 08:10 AM
Glinda Pacheco	Veronica Ortiz	06/05/2015 08:58 AM
Manuel Chapa	Manuel Chapa	06/05/2015 03:12 PM
Auditor's Office	Monica Badillo	06/05/2015 04:54 PM
Form Started By: Rocio Villarreal		Started On: 06/04/2015 04:51 PM
Final Approval Date: 06/05/2015		