



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

E-15-073-02-04

January 12, 2015

Mr. Ray Jones
PO Box 565
Mercedes, Texas 78570

Email: rcjones@netzero.net

TERM: 02/04/2015 THRU 02/03/2016

Re: E-14-043-01-28- "Lease of Parcels for Citizen Collection Sites for Precinct No. 1-Mercedes Area"(C-12-190-01-29)

Dear Mr. Jones:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the second (2nd) year of the two (2)-one(1) year renewal as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of February 03, 2015 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, January 16, 2015, via facsimile to (956) 956-292-7612 or email to: yolanda.velasquez@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

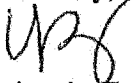
By: 

Date: 1-13-2015

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 Qualification.

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

Sincerely,



Yolanda Z. Velasquez, Buyer III
Hidalgo County Purchasing Department



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|--|
| PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570 | CONTACT NAME: Consuelo Cavazos, CISR PHONE (A/C No. Ext): (956)565-2481 FAX (A/C, No): (956)565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Ray Jones P O Box 565 Mercedes TX 78570 | INSURER A: American States Ins. Co. of | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:2014-2015

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------------|--------------------------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | 04FR005304-7 | 11/20/2014 | 11/20/2015 | EACH OCCURRENCE \$ 250,000 |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input checked="" type="checkbox"/> Farm Liability | | | | | | PERSONAL & ADV INJURY \$ 500,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 500,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 500,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> | <input type="checkbox"/> | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> | <input type="checkbox"/> | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> | <input type="checkbox"/> | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATUTORY LIMITS OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | <input type="checkbox"/> | N/A | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lot 13 Blk 40 & Lot 9 Blk 67 S/E of Mercedes, TX 78570

CERTIFICATE HOLDER

moises.salazar@co.hidalgo.

Hidalgo County
2802 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/CO

Your Independent Liberty Mutual Insurance Agent:

MC AFEE AGENCY
PO BOX 625
MERCEDES, TX 78570

(956) 565-2481

RAY JONES
PO BOX 565
MERCEDES, TX 78570

**Your
COMMERCIAL INSURANCE POLICY**



AMERICAN STATES INSURANCE COMPANY OF TEXAS

A Stock Company
Safeco Plaza
Seattle, WA 98185-0001

2348
120907204FR00530470478348





AMERICAN STATES INSURANCE COMPANY OF TEXAS

SEATTLE, WASHINGTON
COMMERCIAL INSURANCE POLICY

NAMED INSURED AND MAILING ADDRESS
RAY JONES
PO BOX 565
MERCEDES, TX 78570

RENEWAL DECLARATIONS

POLICY NUMBER 04-FR-005304-7
RENEWAL OF 04-FR-005304-6 11-98

POLICY PERIOD FROM 11-20-14 TO 11-20-15 12:01 AM
STANDARD TIME AT LOCATION SHOWN ABOVE.

AGENT NAME AND ADDRESS
MC AFEE AGENCY
PO BOX 625
MERCEDES, TX 78570

4252847 (956) 565-2481

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS \$500.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #828-7548-860-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

| | | |
|-------------------------------------|----|--------|
| COMMERCIAL FARM COVERAGE PART | \$ | 500.00 |
| | | <hr/> |
| | | 500.00 |

2348
120907204FR00530470478349



AUTHORIZED

10-14-14
(DATE)

BY

ROBERT GARZA
(AUTHORIZED REPRESENTATIVE)

NAMED INSURED **RAY JONES**
POLICY NO. 04-FR-005304-7

 FORM OF BUSINESS: **INDIVIDUAL**

COVERAGE IS PROVIDED ONLY WHERE A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE.

| I. Limits of Liability | | | |
|---|---|------------|-------------------------|
| Coverage H - | Bodily Injury and Property Damage Liability | | |
| Coverage I - | Personal and Advertising Injury Liability | \$ 500,000 | General Aggregate Limit |
| Coverage J - | Medical Payments | | |
| Coverage H - | Bodily Injury and Property Damage Liability | | |
| Coverage J - | Medical Payments | \$ 500,000 | Each "Occurrence" Limit |
| Coverage I - | Personal and Advertising Injury Liability | \$ 500,000 | |
| Coverage H - | Bodily Injury and Property Damage Liability | | |
| | Fire Damage Limit | \$ 50,000 | Any One Fire |
| Coverage J - | Medical Payments | \$ 5,000 | Any One Person Limit |
| Additional Coverage b. - Damage to Property of Others | | \$500 | |

| II. Location of Insured Premises | | | |
|----------------------------------|---|--------------|------------------|
| Loc No. | Description | No. of Acres | No. of Dwellings |
| 1 | LOT 13, BLK 40 & LOT 9, BLK 67 S/E OF MERCEDES, HIDALGO CO, TX | 86.84 | |

| III. Coverages | | Premium |
|---|---|----------|
| Coverage is only provided where a premium is shown. | | |
| A. Basic Premium | | \$500.00 |
| B. Optional Premiums | | |
| | Insured Farm Employees - Employers Liability and Medical Payments under Coverages H and J | |
| | Full-time farm employees | |
| | Part-time farm employees | |
| | Custom Farming - | |
| | Additional Dwellings | |
| | Additional Interests | |
| | Other Coverages | |

Forms Applicable:

 FLO020(0690) FARM LIABILITY COVERAGE FORM
 FLO105(1187) TEXAS CHANGES
 ILO168(0101) TEXAS CHANGES - DUTIES

 FLO163(1088) AMENDATORY ENDORSEMENT
 ILO275(1113) TX CHANGES - CANCELLATION AND
 ILO017(1198) COMMON POLICY CONDITIONS

2360 120907204FR00530470478350





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

E-14-043-01-28

January 13, 2014

Mr. Ray Jones
PO Box 565
Mercedes, Texas 78570

Email: rcjones@netzero.net
Effective dates: 02-4-14 thru 02-03-15

Re: C-12-190-01-29
"Lease of Parcels for Citizen Collection Sites for Precinct No. 1"

Dear Mr. Jones:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the first of two (2) years County's options to exercise an extension as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of January 29, 2014 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, January 17, 2014, via facsimile to (956) 956-292-7612 or email to: cris.ayala@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

Date: _____

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 Qualification).

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

Sincerely,

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

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**LEASE
C-12-190-01-29**

THIS LEASE is made and entered into by and between **Ray Jones**, a resident of Hidalgo County, Texas, 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."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one year (1) year commencing on **February 4, 2013** ("Commencement Date") and ending on **February 3, 2014** ("Termination Date") unless sooner terminated as provided in this Lease, 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 one (1) year 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 one (1) year 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 two (2) additional one (1) year periods. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same 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 in accordance with Article 1.4; 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 upon giving the Lessor thirty (30) days written notice without cause. Upon a 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 of 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 in the sum of **\$400.00** per month as rent. 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 days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for collection site and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6.

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event

that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil

commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the

provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease the, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the working days from the date of the

occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in

certified or registered mail, addressed to the proper party, at the following addresses:

Lessee: County of Hidalgo
Attention: County Judge
302 W. University Dr.
Edinburg, Texas 78539

Lessor: Ray Jones
PO Box 565
Mercedes, Texas 78570

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable

provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any

governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Commitment of Current Revenues Only.

14.12 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon ninety (90) 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

Entire Agreement

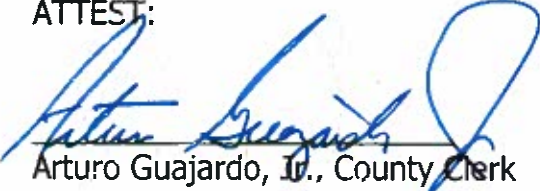
14.13 This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.


Time of Essence

14.13 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the ____ day of _____
_____, 2013.

LESSOR:
By: 

ATTEST:

Arturo Guajardo, Jr., County Clerk

LESSEE:
HIDALGO COUNTY

Ramon Garcia, County Judge

Approved On Commissioners Court: January 29, 2013

Approved by Commissioners' Court
on 1/29/13 *rd*

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.


By: 
Stephen L. Crain

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT “A”
DESCRIPTION OF PROPERTY

(1 Mile South of Business 83 on Mile 1 East, Mercedes, Texas)

The East 4.92 acres of Lot (9), Block Sixty-seven (67), Capisallo District Subdivision, Hidalgo County, Texas, as per plat thereof recorded in Volume “P”, page 226, Deed Records, Hidalgo County, Texas.

1199485

WARRANTY DEED

Cf 1718031 - JW

Date: May 8, 2003

Grantor: RAY JONES, owning, claiming, and occupying other property as my legal homestead

Grantor's Mailing Address (including county): P.O. Box 565, Mercedes, Hidalgo County, Texas 78570

Grantee: AG RAY LAND & SUGAR PLANTATION, INC., a Texas Corporation

Grantee's Mailing Address (including county): P.O. Box 565, Mercedes, Hidalgo County, Texas 78570

Consideration: TEN AND NO/100THS DOLLARS (\$10.00)

Property (including improvements):

TRACT I:

The South 25 acres of Lot Five (5), Block Forty (40), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

TRACT II:

Lot Twelve (12), Block Forty (40), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

TRACT III:

The North 12 acres of Lot Thirteen (13), Block Forty (40), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

TRACT IV:

The East 4.92 acres of Lot Nine (9), Block Sixty-seven (67), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. A 1/4th royalty interest in and to all oil, gas, and other minerals on, in, under, or that may be produced from the subject property as set forth in instrument dated February 8, 1948, recorded in Volume 76, Page 141, Oil and Gas Records, Hidalgo County, Texas. (Tract IV)
2. An undivided 1/2 interest in all oil, gas, and other minerals on, in, under, or that may be produced from the subject property as set forth in instrument dated November 23, 1949, recorded in Volume 675, Page 68, Deed Records, Hidalgo County, Texas. (Tract II)
3. Oil, Gas, and Mineral Lease dated May 2, 1968, recorded in Volume 317, Page 757, Oil and Gas Records, Hidalgo County, Texas. (Tract I)
4. Oil, Gas, and Mineral Lease dated December 22, 1918, recorded in Volume 413, Page 298, Oil and Gas Records, Hidalgo County, Texas. (Tracts II & III)
5. Oil, Gas, and Mineral Lease dated October 7, 1959, recorded in Volume 243, Page 556, Oil and Gas Records, Hidalgo County, Texas. (Tract IV)

6. Oil, Gas, and Mineral Lease dated August 1, 2001, recorded under Clerk's File No. 995733, Official Records, Hidalgo County, Texas. (All tracts)
7. Oil, Gas, and Mineral Lease dated August 15, 2001, recorded under Clerk's File No. 1005396, Official Records, Hidalgo County, Texas. (Lot 9, Block 67)
8. Oil, Gas, and Mineral Lease dated August 5, 2001, recorded under Clerk's File No. 1005397, Official Records, Hidalgo County, Texas. (North 20 acres of Lot 12, Block 40)
9. Oil, Gas and Mineral Lease dated August 5, 2001, recorded under Clerk's File No. 1026773, Official Records, Hidalgo County, Texas. (North 20 acres of Lot 12, Block 40)
10. Oil, Gas, and Mineral Lease dated August 5, 2001, recorded under Clerk's File No. 1033177, Official Records, Hidalgo County, Texas. (North 20 acres of Lot 12, Block 40)
11. Easement for right of way granted to Hidalgo County, as set forth in instrument recorded in Volume 936, Page 435, Deed Records, Hidalgo County, Texas. (Tract I)
12. Water Right Agreement from Ameri-Rio Grande Land & Improvement Company to Etnire & Chase, dated December 6, 1909, recorded in Volume 61, Page 151, Miscellaneous Records, Hidalgo County, Texas. (Tract II)
13. Subject to any portion of the property described herein with the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.
14. Subject to any portion of subject property described herein lying within canal right of way.
15. Easements, Rules, Regulations and Rights in favor of Hidalgo & Cameron Counties Irrigation District No. 9.
16. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to grantee and grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns include the plural.

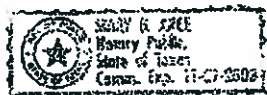


 RAY JONES

(Under Acknowledgment)

STATE OF TEXAS
 COUNTY OF HIDALGO

This instrument was acknowledged before me on the 8 day of May, 2003, by RAY JONES.





 Notary Public, State of Texas

Prepared in the Office of:

Mehinda Garza Farias
 Attorney at Law
 420 S. Missouri
 Weslaco, Texas 78596

After Recording Return to:

Ag Ray Land & Sugar Plantation, Inc.
 P.O. Box 565
 Mercedes, Texas 78570

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: May 15, 2003 at 03:21P

As a Recording

Document Number: 1199485
Total Fees : 16.00

Receipt Number - 499806
By
Monique Garza, Deputy

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EXHIBIT B
FEE SCHEDULE

BID PAGE

**HIDALGO COUNTY PRECINCT NO 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S):
ONE (1) IN MERCEDES AND ONE (1) IN DONNA"
BID No: 2012-190-11-21-CGA**

Monthly Premium

The following fees are on a monthly basis only:

Location A: South of FM 493 and Mile West, Donna, Texas \$ _____

Location B: 1-Mile South of Business 83 on Mile 1 East,
Mercedes, Texas \$ _____

\$400.00

OPENED

10:01

11-21-12

Witnessed

> **Location A:**
Property ID and/or
Geographical ID: _____

Legal Description of Property: _____

> **Location B:**
Property ID and/or
Geographical ID: _____

Legal Description of Property: C 1400-00-067-0009-10
CAPASILLO E 4.92 AC LOT 9, BLK 67



(NIGP CODE: 971-35)

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: RAY JONES

ADDRESS: P.O. Box 565

CITY/STATE/ZIP CODE: MERCEDES TX 78570

PHONE & FAX NO'S: 956-565-5490 (ph); 956-565-4116 (fax)

CELLULAR No. 956-454-6332 (mob)

EMAIL ADDRESS: RC.JONES@NETZERO.NET

AUTHORIZED SIGNATURE: [Handwritten Signature]

PRINTED NAME: RAY JONES

TITLE: OWNER

Exhibit C

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570 | | CONTACT NAME: Araceli Zuniga PHONE (A/C No. Ext): (956) 565-2481 FAX (A/C No.): (956) 565-2733 E-MAIL ADDRESS: araceli@mcafeeagency.com | |
| INSURED Ray Jones P O Box 565 Mercedes TX 78570 | | INSURER(S) AFFORDING COVERAGE INSURER A: American States Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 12-13 FARM & RANCH **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Farm & Ranch Liability | | | 04FR005304-5 | 11/20/2012 | 11/20/2013 | EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COM/OP AGG \$ \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | WC STATU-TORY LIMITS OTH-ER E.L EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lot 13 Blk 40 & Lot 9 Blk 67 S/R of Mercedes, TX 78570

| | |
|---|--|
| CERTIFICATE HOLDER Hidalgo County 2802 S. Business Hwy 281 Edinburg, TX 78539 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert R Garza/MIN <i>Robert R Garza</i> |
|---|--|

President Judge
du

effective 01/01/2013:

| Dept. | Slot No. | Position Title | Current Supplemental amount | Proposed Supplemental amount | Difference |
|----------|----------|-----------------------------|-----------------------------|------------------------------|--------------|
| 93rd DC | 0002 | Court Coordinator | \$3,000.00 | \$0.00 | (\$3,000.00) |
| 139th DC | 0002 | Court Coordinator | \$4,895.00 | \$6,395.00 | \$1,500.00 |
| 139th DC | 0004 | Assistant Court Coordinator | \$4,895.00 | \$6,395.00 | \$1,500.00 |

- b. Approval of interdepartmental transfer.
- c. Approval of revised salary schedules.

18.

Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A.

Hidalgo County

Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

na
1.
2.

B.

Pct. 1

1. AI-36256

Recommending bid award and approval of contract/lease to the lowest bidder meeting all specifications for "Lease of Parcels for Citizen Collection Sites: Location in Mercedes to Ray Jones and Location in Donna to Richard Colhrs.

APPROVED

2. AI-36632

Approval of professional service agreement #C-13-051-01-29 with Harvey L. Heerssen d/b/a HLH Appraisal Services for the purposes of "Review of

From: [Martha Salazar](mailto:Martha.Salazar)
To: "[Cris Villarreal](mailto:Cris.Villarreal)"
Subject: FW: Lease
Date: Monday, January 28, 2013 3:17:19 PM

From: Steve Crain [<mailto:scrain@atlashall.com>]
Sent: Monday, January 28, 2013 2:52 PM
To: 'Martha Salazar'
Subject: RE: Lease

Type the highlighted portion of the deed on Exhibit A.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Monday, January 28, 2013 1:55 PM
To: 'Steve Crain'
Cc: 'Cris Villarreal'
Subject: FW: Lease
Importance: High

Mr. Crain:
See below and thereafter proceed to review and comment as to form.
Thanks,
Marty

From: Cris Villarreal [<mailto:cris.villarreal@co.hidalgo.tx.us>]
Sent: Monday, January 28, 2013 1:48 PM
To: 'Martha Salazar'
Subject: RE: Lease

Ms. Marty,
As per a telephone conversation between Mr. Ray Jones and myself, today at 1:32p.m., Mr. Jones stated that the property being leased is the 4.92 acres as stated on the deed. I have revised description in Exhibit A. Please advise.

Thank you,
Cris

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Friday, January 25, 2013 5:25 PM
To: 'Cris Villarreal'
Subject: FW: Lease

From: Steve Crain [<mailto:scrain@atlashall.com>]
Sent: Friday, January 25, 2013 5:06 PM