



initial term of three (3) years commencing on the date identified in accordance with Article 1.1 (the "Commencement Date") and ending three (3) years from the Commencement Date, unless sooner terminated as herein provided, or unless renewed and extended in accordance with section 2.1 hereof.

### **Renewal or Termination**

1.3 Lessor shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. 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 Paragraph 1.2, unless sooner terminated or renewed and extended in accordance with Paragraph 2.1; and any holding 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.

1.4 Lessor and Lessee hereby reserves the right to terminate the lease by providing the Lessee with a thirty (30) day written notice without cause.

### **Holdover**

1.5 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 section 1.5 shall not be construed as Lessor's consent for Lessee to hold over.

### **Lessor's Warranty of Quiet Enjoyment**

1.6 Lessor hereby covenants that Lessee, upon paying rent and other charges as herein provided for, and performing all covenants and agreements herein contained on the part of Lessee, will and may peacefully and quietly have, hold, and enjoy the Leased Premises Monday through Friday during the hours of 7:00 A.M. to 6:00 P.M. except for recognized County holidays as set by the Hidalgo County Commissioners Court for the term of this Lease and subject to the terms and provisions hereof, except as to such portions of the Leased Premises, if any, as will be taken under the power of eminent domain or as may be sold in lieu thereof.

## **ARTICLE 2. RENT**

### **Rent Amount**

2.1 During the first thirty-six (36) calendar months of the term of this Lease, Lessee agrees to pay to Lessor as rent for the use and occupancy of the Leased Premises, the sum of **\$500.00** each month, payable in advance on the **1<sup>st</sup> of the month** beginning, **May 1<sup>st</sup> 2019** and each successive month thereafter until and inclusive of the thirty-six (36<sup>th</sup>) month. Commencing on the thirty-seven (37<sup>th</sup>) month, Lessee agrees to pay to Lessor as rent in the sum of **\$500.00** each month, payable in advance on the 1<sup>st</sup>

day of each month, through and inclusive of the sixtieth (60<sup>th</sup>) month of the term of this Lease. In the event Lessee exercises the one (1) year renewal option, then Lessee shall pay to Lessor monthly rent in the same amount and manner as is paid during the period covering the 37<sup>th</sup> and 60<sup>th</sup> calendar months of the Lease. Notwithstanding anything to the contrary herein Lessor may terminate this Lease without cause on thirty (30) days written notice to Lessee.

### **Payment of Rent**

2.2 All rent due under this Article shall be paid by Lessee to Lessor at the following address: County of Hidalgo, Attention: Lita L. Leo, County Treasurer, 2810 S. Business 281, Edinburg, Texas 78539, or at such other address as Lessor may hereafter designate in writing.

### **Taxes**

2.3 To the extent the Leased Premises is assessed for ad valorem taxation purposes, Lessor is responsible for rendering and paying all real estate taxes on the Leased Premises. 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 office space in furtherance of Lessee's purposes.

### **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. REPAIRS AND MAINTENANCE**

### **Lessor's and Lessee's Duties to Repair and Maintain**

4.1 So long as Lessee is not in default under this Lease, Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and the structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make all other repairs of the Leased Premises including those repairs occasioned by Lessee's negligent use of the Leased Premises. Furthermore, Lessee shall be responsible for providing general janitorial service of the Leased Premises. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements

resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

### **Lessor's Duty**

4.2 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- a. Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- b. Plumbing facilities that conform to applicable law, maintained in good working order.
- c. A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- d. Heating, ventilation and air conditioning facilities.
- e. Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order, and for the replacement of light bulbs and lamps.
- f. Floor, stairways, and railings maintained in good repair.

### **Lessee's Right to Vacate**

4.3 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this section 4.3, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time. Repair requests should be in writing and directed to the County Director of the Hidalgo County Buildings and Grounds Department, with a copy to Hidalgo County Purchasing Department.

### **Remodeling of Premises**

4.4 Subject to section 6.1 hereof, Lessee may remodel the Premises at Lessee's sole cost and expense. Any and all plans for any remodeling of the Premises must be submitted to Lessor in writing for prior approval. Plans should be directed to the Hidalgo County Purchasing Department.

### **Surrender**

4.5 Lessee shall throughout the term of this Lease Agreement maintain the Leased Premises and keep them free from waste or nuisance, and shall deliver the Leased Premises in a clean and sanitary condition at the termination of this Lease Agreement in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the Leased Premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs thereof shall be payable by Lessee to lessor as additional rent on the next rent payment date. Upon the termination of this Lease Agreement, Lessee shall surrender all keys for the Leased Premises to Lessor at the place then fixed for the payment of rent.

### **ADA Compliance**

4.6 Lessor shall be responsible for ensuring Leased Premises are in compliance with the American Disabilities Act and amendments thereto.

Lessee shall have the right, provided it does so with due diligence and dispatch, to contest by appropriate legal proceedings, without cost or expense to Lessor, the validity of any law, rule, order, ordinance, regulation or requirement of the nature referred to above. Lessee may postpone compliance with such law, rule, order, ordinance, regulation or requirement until the final determination of such proceedings so long as postponement of compliance will not subject Lessor to any criminal prosecution or criminal penalties or subject Leased Premises to any order or condemnation, or a mortgage or ground lease default or other similar. No provision hereof shall be construed so as to permit Lessee to postpone compliance with any such law, rule, order, ordinance, regulation or requirement.

## **ARTICLE 5. UTILITIES**

### **Proration of Certain Utility Charges**

5.1 Water, sewer and garbage fees, and the monitoring fees for the security and fire system will be prorated among the tenants of the Hidalgo County Tax Office Sub-station based on percentage square footage of the Leased Premises as such square footage bears to the sum of the total square footage contained in the Building.

### **Other Utility Charges**

5.2 Lessee shall pay all other utility charges used in and about the Leased

Premises during the term of this Lease. Lessee shall pay all such charges directly to the utility company or municipality furnishing the same, before the same shall become delinquent, together with any required deposits.

## **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. TRADE FIXTURES AND SIGNS**

### **Trade Fixtures**

7.1 Lessee has the right at all times to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on, or about the Leased Premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee has the right to remove all trade fixtures at the termination of this Lease, provided Lessee is not in default under the Lease and that the fixtures can be removed without structural damage to the building. Lessee must repair any damage to the Leased Premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the Lease. Any trade fixtures that have not been removed by Lessee at the termination of this Lease shall be deemed abandoned by the Lessee and shall automatically become the property of Lessor. In the event any trade fixture installed by Lessee is abandoned at the termination of the Lease, Lessee must pay Lessor any reasonable expense actually incurred by Lessor to remove the fixture from the Premises, less the fair market value of the fixture once removed, provided the fixture is removed within thirty (30) days after Lessee has surrendered possession of the Premises.

### **Signs**

7.2 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 Premises and/or 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**

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, during the term hereof, and in the event of the filing of any such lien, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor to 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 Lessee shall, at its own expense, during the term of this Lease, keep all Premises and improvements 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 Premises and improvements therein. The insurance is to be carried by one or more insurance companies licensed to do business in Texas. The policies shall provide that any proceeds for loss or damage to Premises or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee, may, at its option, maintain insurance on Lessee's personal property located within the Leased Premises. 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 comprehensive general liability insurance covering Lessee's occupancy and activities in or on the Leased Premises. Said insurance shall contain the minimum limits equal to Lessor's liability as set forth in the Texas Tort Claims Act, Section 101.001, et seq., Tex. Civ. Proc. And Rem. Code Ann., as same may from time to time during the term hereof by amended. Such insurance policy shall include Lessor with evidence of such insurance. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessor. The policies must also contain a provision that the company writing said policy will give to Lessor at least twenty (20) days notice in writing in advance of any cancellation or lapse or the effective day of any reduction in the amounts of insurance.

### **Remedy for Failure to Provide Insurance**

9.3 Lessee shall furnish Lessor with the original of all insurance policies required by this Article. If Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessee allows any

insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessee fails to deliver proof of insurance showing coverages to Lessor 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 Lessee under this Lease; or Lessor may, but shall not be required to take out such insurance and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this Article. Lessee agrees to reimburse Lessor 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.

### **Indemnity**

9.4 By moving into the Leased Premises or taking possession thereof, Lessee accepts the Leased Premises as suitable for the purposes for which the same are leased and accepts the Premises and each and every appurtenance thereof, and Lessee by said acts waives any and all visible or apparent defects therein. Lessor will not be liable to Lessee or Lessee's agents, employees, guests, invitees or to any person claiming by, through or Lessee for any injury to person, loss or damage to property, or for loss or damage to Lessee's business, occasioned by or through the acts or omissions of Lessor, or by any other cause whatsoever except Lessor's negligence or willful wrong. Lessor will not be liable for and Lessee will indemnify and hold Lessor harmless against all suits, actions, claims, demands, damages, costs, liability and expenses, including reasonable attorneys' fees for defending claims and demands, arising from the conduct or management of Lessee's business on the Premises or its use of them; from the loss of life, bodily and personal injury or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises or the occupancy or use by Lessee of the Leased Premises or any part thereof, or occasioned wholly or in part by any action or omission of Lessee, its agents, contractors, employees, servants, invitees, or licensees; from any breach by Lessee of any condition of this Lease; or from any act of negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises.

If Lessor will, without fault on its part, be made a party to any action commenced by or against Lessee, Lessee will protect and hold Lessor harmless therefrom and will pay all costs, expenses, and reasonable attorney's fees of Lessor incurred in connection therewith.

## **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.

### **Damage or Destruction**

10.2 If the Building which contains the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from

the date of the occurrence of the damage, this Lease, at the option of the Lessee or Lessor, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

### **Partial Damage**

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 within sixty (60) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, (at Lessor's option) 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 term, 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 event that Lessor should fail to complete such rebuilding or repairs within thirty (30) working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at 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 Premises 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 section 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 twenty (20) 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 relet 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 rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

### **Lessor's Lien**

12.2 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Leased Premises as security for rent due and to become due for the remainder of the current Lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any manner affect, the statutory landlord's lien given by law but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the conduct of Lessee's business in the ordinary course of business and Lessee's actions in the ordinary conduct of Lessee's business shall be free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold and re-enter and relet the Premises as provided in the preceding section, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public or private sale or of the time after that any private sale is to be made for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to repairing damage to the Leased Premises, if any, then to the payment of any rent due or to become due under this Lease, with balance, if any, to be paid to Lessee.

### **Cumulative Remedies**

12.3 All rights and remedies of Lessor and Lessee under this Lease shall be cumulative, and none shall exclude any other right or remedy provided by law. 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**

12.4 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 prior 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 prior 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. On transfer, and on the transferee's assumption of its obligations, Lessor is relieved of its obligations under this Lease.

### **ARTICLE 14. MISCELLANEOUS**

#### **Notices and Addresses**

14.1 Except as may be otherwise specifically provided in this Lease Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Lessor: County of Hidalgo  
Attention: County Judge  
302 West University Drive  
Edinburg, Texas 78539

If to Lessee: Linebarger Goggan Blair & Sampson, LLP  
1512 S. Lone Star Way  
Edinburg, Tx. 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail. 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 The provisions of this Lease Agreement will be binding upon and inure to the benefit of Lessor and Lessee, respectively, and their respective heirs, personal representatives, successors and assigns, where permitted by this Lease.

### **Texas Law to Apply**

14.3 This Lease 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 Lease 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 Lease 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 Lease 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 Lease 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 Agreement 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 Agreement 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 Agreement to any person designated by Lessor.

### **Time of Essence**

14.12 Time is of the essence of this Lease Agreement.

IN WITNESS WHEREOF, the undersigned execute this Lease Agreement as of the day and year first above written.

**LESSOR:**

**THE COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Richard F. Cortez,  
County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**LESSEE:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

Hidalgo County District Attorney's Office  
Ricardo Rodriguez, Jr.

\_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

**EXHIBIT "A"**  
**RFB PACKET**

**A-1**  
**DESCRIPTION OF “THE PROPERTY”**

**EXHIBIT “A-2”**  
**HIDALGO COUNTY’S HOLIDAY SCHEDULE**

**EXHIBIT “B”  
BID PAGE**

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**