

Zimbra

hector.garcia1@co.hidalgo.tx.us

**Re: 2019-036 "Lease of Tower Space (FM 1925 & Rooth Road, Edinburg, TX)" Draft Services Agreement**

**From :** Robert Vina <robert.vina@da.co.hidalgo.tx.us> Wed, Mar 06, 2019 12:18 PM  
**Subject :** Re: 2019-036 "Lease of Tower Space (FM 1925 & Rooth Road, Edinburg, TX)" Draft Services Agreement 📎 1 attachment  
**To :** hector.garcia1 <hector.garcia1@co.hidalgo.tx.us>  
**Cc :** Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Good morning Mr. Garcia,  
As requested, this office reviewed the draft Lease Agreement for inclusion in the RFB for Lease of Tower Space by the Sheriff's Office. It is approved as to form subject to the inclusion of the recommended modifications found in the attached draft Lease Agreement.

Please note, as discussed, the original packet references both an Exhibit A-1 and an Exhibit A-2 section regarding property description. Both of these sections are included in the attached draft. I understand you will verify which items need to be included as exhibits to the RFB packet. Please modify if necessary and include appropriate attachments.

Also see added paragraph 2.3 regarding lease of space in the concrete utility building. It was in the original contract and I assume it should be included in this draft as well.

Please let us know if you have any questions.  
Thank you,

**Robert Viña III**

*Assistant District Attorney*  
Civil Litigation Division

**Office of the Criminal District Attorney**  
Hidalgo County, Texas  
100 E. Cano  
Edinburg, TX 78539  
 [\(956\) 292-7609](tel:(956)292-7609) EXT 8187  
 [\(956\) 292-7619](tel:(956)292-7619) FAX

[robert.vina@da.co.hidalgo.tx.us](mailto:robert.vina@da.co.hidalgo.tx.us)

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\*\*\*\*\*

On Tue, Feb 19, 2019 at 4:55 PM hector.garcia1 <[hector.garcia1@co.hidalgo.tx.us](mailto:hector.garcia1@co.hidalgo.tx.us)> wrote:  
| Good Afternoon Robert,

Please see attached Draft Services Agreement. Please advise if it can be approved as to form.

Thank You!


--

Hector Garcia  
Contracts Specialist I  
Hidalgo County Purchasing Dept.  
2812 S Bus. Highway 281  
Edinburg, Texas 78539  
T: (956) 318-2626 x4857  
F: (956) 292-7612

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 **DRAFT-Tower Space Lease Agrmnt-HCSO (w DA Edits).docx**  
112 KB

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**From :** hector garcia1 <hector.garcia1@co.hidalgo.tx.us> Tue, Feb 19, 2019 04:55 PM  
**Subject :** 2019-036 "Lease of Tower Space (FM 1925 & Rooth Road, Edinburg, TX)" Draft Services Agreement  1 attachment  
**To :** Robert Vina <robert.vina@da.co.hidalgo.tx.us>

Good Afternoon Robert,

Please see attached Draft Services Agreement. Please advise if it can be approved as to form.

Thank You!

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO    §

**LEASE AGREEMENT**

**C-19-036-00-00**

THIS LEASE (the "Lease") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_, referred to in this Lease as "Lessor", and **THE COUNTY OF HIDALGO**, acting for and on behalf of the Hidalgo County Sheriff's Office referred to in this "Lease" as "County" or "Lessee" for the lease of tower space as described herein.

**ARTICLE 1. DEMISE OF LEASE PROPERTY**

1.1 Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by County, does hereby lease and demise to County, and County does hereby rent and accept from Lessor, that certain property more particularly described on Exhibit "A-1" and Exhibit "A-2", hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property" or the "Leased Property").

**ARTICLE 2. LEASE TERM**

**Term**

2.1 Except as otherwise herein provided, the term of this Lease shall be for a period of **one (1) year** commencing on \_\_\_\_\_, 2019 (as hereinafter defined) and ending on \_\_\_\_\_, 2020 (as hereunder defined) unless sooner terminated or unless renewed and extended as provided in this Lease. The "Termination Date" is the date twelve (12) months, following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. 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 County's option, be shortened to six (6) months from the date of such sale or conveyance.

**Renewal or Termination**

2.2 County shall have the right and option to renew and extend the term of this Lease for an additional **Nine (9) additional - one (1) year terms and an additional sixty (60) day grace period** under the same rates, terms and conditions. If County desires to renew and extend the term of this Lease for any such renewal period, County must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or renewal term if applicable if County desires to renew for the renewal 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 above, unless sooner terminated or renewed and extended in accordance with the terms set forth within this agreement; and any holding over by County after the expiration of that term shall not constitute a

renewal of the Lease or give County any rights under the Lease in or to the Leased Property.

**Holdover**

2.3 If County holds over and continues in possession of the Leased Property after expiration of the term of this Lease, County will be deemed to be occupying the Property 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 2.3 shall not be construed as Lessor's consent for County to hold over.

**Voluntary Termination**

2.4 County may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor. Upon County electing to terminate, this Lease shall cease and come to an end as if the day of the termination election were the day originally fixed in the Lease for its expiration.

2.5

**Commitment of Current Revenues Only**

2.6 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County.

**2.7 Agreements for the acquisition, including lease, of real or personal property:** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Lessor. County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance and compliance with Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1996).

**ARTICLE 3. RENT**

**Monthly Rental**

3.1 County agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of \$ \_\_\_\_\_ per month. Monthly rental during the renewal term, if County exercises its renewal option, will be \$ \_\_\_\_\_ 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 the number of calendar days in the month, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

**Time and Manner of Payment**

3.2 All rent due under this article shall be paid by County 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 the address listed below or other such location or locations as Lessor shall from time to time designate by written notice to County. 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 (30) day month.

3.3 Lessor also leases to County approximately twenty (20) square feet of the interior of the certain air conditioned, solid concrete building with generator backup located on the property described in Exhibit A-2 (the "Equipment Building") for location of County's transmitter and other ancillary equipment. Lessor grants County unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

#### **ARTICLE 4. UTILITIES**

4.1 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.

#### **ARTICLE 5. USE OF PROPERTY**

5.1 County shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

#### **ARTICLE 6. REPAIR AND MAINTENANCE**

6.1 Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. County will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property, County will have the right to:

- a. Upon County'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 County. County may vacate the Property, 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 County vacates the Property and any rental shall be abated for the unexpired term of this Lease; or
- b. County will also have the right, but not the obligation, to cause repairs or corrections to be made, with any reasonable costs therefor to be payable by Lessor to County as an offset against rental on the next rental installment date.

#### **ARTICLE 7. OBLIGATIONS OF LESSOR AND COUNTY**

##### **Taxes**

7.1 County shall be responsible for, and shall pay and discharge before the same become delinquent, all taxes, if any, levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by County, but not by other Lessees or by Lessor, on the real property. Lessor shall be responsible for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and

assessments levied against the Property, including any fixtures and improvements.

### **Alteration, Additions, and Improvements**

7.2 County may, at County's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided County obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by County, shall become the property of Lessor at the termination of this Lease Agreement.

7.3 **Addition of New and Replacement Equipment.** In accordance with provision 7.2 of this Lease Agreement, County shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.2, without experiencing an increase in monthly rental costs. Should County desire to add new equipment to the Property currently not in place at County's expense, County shall also seek the prior written consent of Lessor as described in 7.2 and Lessor shall submit a written proposal to County of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths (\$25,000.00) per year.

### **Damage or Destruction**

7.4 If the Leased Property, or any structures or improvements on the Leased Property, should be damaged or destroyed by fire, tornado, or other casualty, County shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to County, the cause of the damage. In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, County shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

### **Insurance and Indemnity**

7.5 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, 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. Lessor agrees to hold County 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 County against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, County shall have the right, but not the obligation, to purchase such coverage to protect County's interest, with any reasonable costs therefor to be payable by County. The insurance is to be carried by one or more insurance companies licensed to do

business in Texas and approved by County. Prior to occupancy of the Premises, Lessor shall provide County with evidence of such insurance satisfying insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

#### **County's Insurance**

7.6 County shall maintain all insurance on County's personal property located within the Leased Premises in the amounts deemed adequate by County. County, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by County, naming Lessor as additional insured. Prior to occupancy of the Property, County shall provide Lessor with evidence of such insurance.

#### **ARTICLE 8. SIGNS**

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

#### **ARTICLE 9. MECHANIC'S LIEN**

9.1 County will not permit any mechanic's lien or liens to be placed upon the Leased Property or improvements on the Property, County will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, 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 Property or improvements on the Property by County, including expenses and interest, shall be due from County 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 10. DEFAULT**

##### **Events of Default**

10.1 The following events shall be deemed to be events of default by County under this lease. County shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. County shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to County.

##### **Remedies**

10.2 Upon the occurrence of any event to default specified in Paragraph 10.1 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

##### **Re-entry**

10.3 Lessor may re-enter the Property immediately and remove all County's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at County's expense or to County's account.

### **Termination**

10.4 After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to County. Re-entry only, without notice of termination, will not terminate the lease.

### **Re-letting Property**

10.5 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 County's expense.

### **Quiet Enjoyment Pending Cure Period**

10.6 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which County is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by County within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with County's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by County. Further, except for any time period following expiration of any cure period for which County has not satisfactorily cured any County default, County shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

### **Default by Lessor**

10.7 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded County under this Lease or at law, County may elect to voluntarily terminate the agreement as provided in section 2.4.

### **Cumulative Remedies**

10.8 All rights and remedies of Lessor and County 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**

10.9 A waiver by either Lessor or County 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 11. ASSIGNMENT AND SUBLETTING**

### **Assignment by County**

11.1 County may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Property or the improvements on the Leased Property, without the written consent of Lessor. If County sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Property or the improvements on the Leased Property, other than as specified herein,

without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and County 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 County's rights under this Lease, the assignee or sublessee, must assume all of County's obligations under this Lease, and County 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**

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

**ARTICLE 12. MISCELLANEOUS**

**Notices and Addresses**

12.1 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

**Lessor:**

Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, TX. Zip Code: \_\_\_\_\_

**County:**

County of Hidalgo  
Attn: Richard F. Cortez, County Judge  
100 East Cano, Second Floor  
Edinburg, Texas 78539

**With copy to:**

Hidalgo County Sheriff's Office  
Attn: J. E. "Eddie" Guerra, Sheriff  
711 El Cibolo Road  
Edinburg, Texas 78541

**Parties Bound**

12.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

**Texas Law to Apply**

12.3 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

#### **Legal Construction**

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

#### **Prior Agreements Superseded**

12.5 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

#### **Amendment**

12.6 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

#### **Rights and Remedies Cumulative**

12.7 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.

#### **Waiver of Default**

12.8 No waiver by the parties hereto of any default of breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

#### **Force Majeure**

12.8 Neither Lessor nor County 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 County and which by the exercise of due diligence Lessor or County is unable, wholly or in part, to prevent or overcome.

#### **Real Estate Commission and Finder's Fees**

12.9 Neither Lessor nor County 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 County 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**

12.10 To the extent allowed by law, County shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

**Time of Essence**

12.11 Time is of the essence of this Lease Agreement.

**Governmental Purpose**

12.12 The County is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

**Immunities**

12.13 It is expressly understood and agreed that, in the execution of this agreement, the County does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

**Additional Documents**

12.14 The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**Non-Discrimination**

12.15 The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and Lessor policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

**Required Contract Provision for Contracts Subject to Federal Award (if applicable)**

12.16 Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable required contract clauses were provided as part of the initial procurement packet, and as such are incorporated into this agreement for all purposes.

**Authority to Execute**

12.17 The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating County and City in accordance with its terms.

**ARTICLE 13. WAIVER OF SUBROGATION**

13.1 Lessor hereby waives Lessor's right of recovery against County for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and County hereby waives County's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extent that recovery is made by the County under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

## ARTICLE 14. SPECIAL PROVISIONS

### Access to Property

14.1 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of County shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing County's equipment. County agrees to insure that its subcontractors and employees performing maintenance or technical services on County's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

### Duty Not to Impair County's Operations

14.2 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with County's use of the Property, and to require that any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which County has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from County, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to County, to remove said interference or shut down communication equipment temporarily pending repair.

### Hazardous Substances

14.3 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. County will not introduce or use any such substance on the Site in violation of any applicable law.

**IN WITNESS WHEREOF**, the undersigned Lessor and County hereto execute this Agreement as of the day and year first above written

LESSOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

HIDALGO COUNTY:

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

ATTEST:

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

**APPROVED AS TO FORM**

Office of the Criminal District Attorney-Civil Litigation Division

By: \_\_\_\_\_

Robert Viña, III

Assistant District Attorney

*Approved by Commissioners' Court on \_\_\_\_\_, 2019.*

**EXHIBIT A**  
**REQUEST FOR BIDS (RFB) PROCUREMENT**  
**PACKET**

**EXHIBIT A-1**  
**LEGAL DESCRIPTION**

**LEASE OF TOWER SPACE IN THE**  
**CITY OF EDINBURG, TEXAS**

**EXHIBIT A-2**  
**PROPERTY LEGAL DESCRIPTION**

**LEASE OF TOWER SPACE IN THE**  
**CITY OF EDINBURG, TEXAS**

**EXHIBIT B**  
**BID PAGE with BID TABULATION**

**EXHIBIT C**  
**INSURANCE CERTIFICATE**