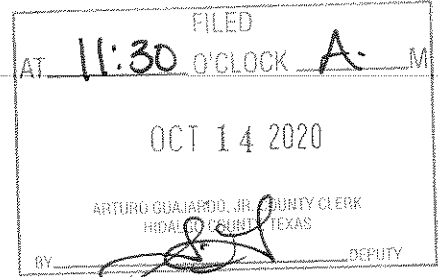


THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §



**LEASE AGREEMENT**  
**C-20-221-09-22**

**THIS LEASE** is made and entered into by and between SBA Towers IV, LLC referred to in this Lease as "Lessor", and **THE COUNTY OF HIDALGO**, acting for and on behalf of the **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES** referred to in this "Lease" as "County" or "Lessee" for the lease of space or tower space and building as described herein.

In consideration of the mutual covenants and agreements set forth in this Lease, and in accordance with Exhibit "A" (the "Specifications") in the Request for Bid ("RFB"), a copy of such Request for Bid ("RFB") Procurement Packet and the Lessor's Bid page attached hereto as Exhibits "A" and Exhibit "B" respectively, and other good and valuable consideration, Lessor demises and leases to County, and County leases from Lessor, that certain real property described in Exhibit-"A-1", (legal description), attached hereto. These 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 an initial term, commencing **October 01, 2020** (as hereinafter defined) expiring **September 30, 2021** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale or conveyance.

**Renewal or Termination**

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for **NINE (9) additional - one (1) year** terms, commencing on **October 1, 2021**, and ending on **September 30, 2030**, of each subsequent year, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. ~~This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated in accordance with the provisions of Article 1.4 or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give~~

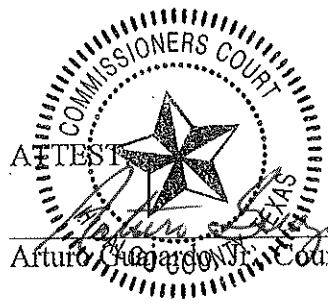
IN WITNESS WHEREOF, the undersigned Lessor and County hereto execute this Agreement as of the day and year first above written

LESSOR: SBA Towers IV, LLC

By: [Signature]  
Title: **Executive VP, Site Leasing**  
October 7, 2020

HIDALGO COUNTY:

[Signature]  
Richard F. Cortez, County Judge

  
ATTEST  
[Signature]  
Arturo Chacon Jr., County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 9/20/20 [Signature]

APPROVED AS TO FORM  
Office of the Criminal District Attorney-Civil Litigation Division

By: [Signature]  
Robert Viña, III  
Assistant District Attorney

Approved by Commissioners' Court on Sept 22, 2020.