

STATE OF TEXAS §
COUNTY OF HIDALGO §

FIRST AMENDMENT TO LEASE

C-19-026A-04-23

This First Amendment to Lease is entered into by and between Maria E. Esparza ("Lessor") and the County of Hidalgo, Texas ("Lessee"), effective the 01st day of July, 2019.

WHEREAS, Maria E. Esparza executed that certain lease dated April 23, 2019, to County of Hidalgo to facilitate a citizen collection station (the "Lease"); and

WHEREAS, Maria E. Esparza executed that certain Special Warranty Gift Deed dated May 24, 2019, conveying the Premises to Abel Rodriguez, a single man, recorded under Document No. 3017034 in the Official Records of Hidalgo County, Texas.

NOW THEREFORE, for and in consideration of the conveyance of the Premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon amendment to the Lease; Maria E. Esparza joined herein by Abel Rodriguez and the County of Hidalgo, Texas hereby agree to the following amendments to the Lease:

1. All references in the Lease to Lessor shall mean Abel Rodriguez, a resident of Hidalgo County, Texas;
2. The name and address of Lessor in Article 14.1 of the Lease shall be deleted in its entirety and the following shall be substituted in lieu thereof:

Abel Rodriguez
724 Amarillo Dr.
Sullivan City, Texas 78595

3. Except as modified herein, all terms and conditions of the Lease, as amended, remain in full force and effect and Lessor and Lessee ratify and confirm the terms and provisions of the Lease as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

LESSOR:

Maria E. Esparza
Maria E. Esparza

ACCEPTED AND AGREED:

Abel Rodriguez
Abel Rodriguez

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr.,
County Clerk



LESSEE:

HIDALGO COUNTY

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

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY
COMMISSIONERS' COURT
ON: 7/1/19

Contract: C-19-026A-04-23

First Amendment to Lease Between Maria E. Esparza and the County of Hidalgo



Hidalgo County Clerk
Arturo Guajardo Jr.
P.O. Box 58
Edinburg, Texas 78540

Main: (956) 318-2100

Fax: (956) 318-2105

ORIGINAL COPY

Receipt No: 20190528000053
Date: 05/28/2019
Time: 09:35AM
Deputy Clerk: Rene Salinas
Station: CH-1-CC-K17

Issued To: ABEL RODRIGUEZ

Recording Fees

Item No.	Item	Document No.	Serial No.	GF Number	Amount
1	Real Property Recordings	3017034			\$52.00

Collected Amounts

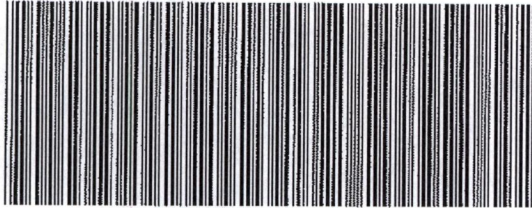
Item No.	Payment	Transaction Id	Comment	Amount
1	Cash		956-414-3333	\$100.00

Total Received: \$100.00

Order Total: \$52.00

Refund Due: \$-48.00

Thank you.



VG-120-2019-3017034

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3017034

Billable Pages: 5

Recorded On: May 28, 2019 09:35 AM

Number of Pages: 6

*****Examined and Charged as Follows*****

Total Recording: \$ 52.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 3017034
Receipt No: 20190528000053
Recorded On: May 28, 2019 09:35 AM
Deputy Clerk: Rene Salinas
Station: CH-1-CC-K17

Record and Return To:

ABEL RODRIGUEZ
724 AMARILLO DRIVE
ORIGINAL RETURNED TO CUSTOMER
SULLIVAN CITY TX 78595



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Gift Deed

Date: May 24, 2019

Grantor: Maria E. Esparza, a single person

Grantor's Mailing Address:

Maria E. Esparza
817 Amarillo Dr.
Sullivan City, Texas 78595

Grantee: Abel Rodriguez, a single person

Grantee's Mailing Address:

Abel Rodriguez
724 Amarillo Dr.
Sullivan City, Texas 78595

Consideration:

Ten and No/100 Dollars and for the Love of, and affection for, Grantee.

Property (including any improvements):

Being a 5.00 acre tract of land out of 32.69 acres of land out of Share 3, Porcion 4, Ancient Jurisdiction of Reynosa, now in Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 4 Pages 17 and 19, Map Records in Hidalgo County, Texas, and more specifically identified by Metes and Bounds (Exhibit A);

SAVE AND EXCEPT a .93 acre tract of land out of the 5.00 acre tract more particularly described by Metes and Bounds (Exhibit B)

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2019, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THE PROPERTY, THE PARTIES UNDERSTAND THAT TAXES ON THE PROPERTY HAVE NEITHER BEEN EXAMINED NOR PRORATED.

Maria E. Esparza
Maria E. Esparza

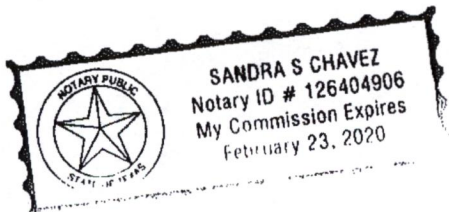
STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on May 25th, 2019, by Maria E. Esparza.

Sandra S. Chavez
Notary Public, State of Texas

My commission expires: February 23, 2020



PREPARED IN THE OFFICE OF:

The Law Offices Of Abiel Flores, PLLC
801 N. Bryan Rd., #167
Mission, TX 78572
Tel: (956) 386-0642
Fax: (956) 386-0648

AFTER RECORDING RETURN TO:

Abel Rodriguez
724 Amarillo Dr.
Sullivan City, Texas 78595

METES AND BOUNDS DESCRIPTION: TRACT ONE (1)

Being a 5.00 acre tract of land out of 32.69 acres of land out of Share 3, Porcion 41, Ancient Jurisdiction of Reynosa, now in Hidalgo County, Texas according to the map or plat thereof recorded in Volume 4, Pages 17 and 19, Map Records in Hidalgo County, Texas; Said tract of land being more particularly described by metes and bounds as follows:

Commencing for reference at the Southwest corner of Tract 126, THENCE North 09° 33' 00" East, with and along the West line of Tract 126, a distance of 3160.76 feet, THENCE South 80° 27' 00" East, a distance of 3628.20 feet to the Southwest corner of a 32.69 acre tract, THENCE North 09° 33' 00" East, a distance of 284.68 feet to a one-half (1/2) inch diameter iron rod found for the Southwest corner of this description for the POINT OF BEGINNING;

THENCE, continuing North 09° 33' 00" East, with and along the West line of a 32.69 acre tract of land, a distance of 234.38 feet to a one-half (1/2) inch diameter iron rod found for the Northwest corner;

THENCE, South 80° 27' 00" East, with and along the North line of a 32.69 acre tract of land, a distance of 69.53 feet to a one-half (1/2) inch diameter iron rod found for a corner;

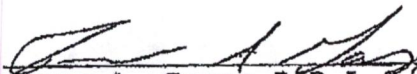
THENCE, South 80° 33' 36" East, with and along the North line of a 32.69 acre tract of land, a distance of 978.79 feet to a one-half (1/2) inch diameter iron rod set for the Northeast corner;

THENCE, South 09° 33' 00" West, a distance of 209.47 feet to a one-half (1/2) inch diameter iron rod set for the Southeast corner;

THENCE, North 80° 33' 36" West a distance of 1005.00 feet to a one-half (1/2) inch diameter iron rod set for a point of curvature;

THENCE, with a curve concave to the left, having a radius of 50.00 feet, an arc length of 52.37 feet, and a central angle of 60° 01' 02" to a one-half (1/2) inch diameter iron rod set for the Southwest corner and POINT OF BEGINNING;

Said tract of land containing 5.00 acres gross, more or less.


Jesus A. Garza R.F.L.S. No. 4739
SURVEY DATE: May 23, 1995
Job# 895441
6-12-1995



EXHIBIT

tabbies

B

Save and Except a 0.93 acre tract of land out above mentioned 5.00 acre tract more particularly described by metes and bounds as follows:

Beginning at the Northwest corner of said 5.00 acre tract, an iron pipe found for the Northwest corner of this description and also being the Northwest corner of said 5.00 acre tract;

Thence, South 80 degrees 27 minutes 00 seconds East, with and along the North line of said 5.00 acre tract a distance of 69.53 feet to an iron pipe for an Inside corner hereof;

Thence, South 80 degrees 33 minutes 36 seconds East with and along the north line of said 5.00 acre tract, a distance of 94.47 feet to a pipe set for the northeast corner of this description;

Thence, South 9 degrees 33 minutes 00 seconds West, a distance of 159.47 feet to a pipe set for a corner hereof;

Thence, South 9 degrees 33 minutes 00 seconds West, a distance of 50.0 feet to an iron pipe set for the Southeast corner of this description;

Thence, North 80 degrees 33 minutes 36 seconds West, 28.0 feet to an iron pipe for an inside corner hereof;

Thence, with a curve concave to the left having a radius of 50.0 feet, an arc length of 52.37 feet, and a central angle of 60 degrees 01 minutes 02 seconds an iron pipe found for the Southwest corner of this description;

Thence, North 9 degrees 33 minutes East a distance of 234.38 feet to the point of beginning of this description and containing 0.93 acres of land.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Galls, LLC
 Lexington, KY United States

Certificate Number:
 2019-505196

Date Filed:
 06/17/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County

Date Acknowledged:
 06/19/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 E-19-196b
 Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2)-one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term if Lessee 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 in Article 1.1, unless sooner terminated or renewed and extended in accordance with this 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 tenancy at sufferance, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the other party thirty (30) days written notice. Upon Lessee 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.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent 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 with no 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 equal to the product of **two-thousand seven hundred dollars (\$ 2,700.00)** per month, of the Premises as described in Exhibit B. 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.

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 in such 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 landfill transfer and any other lawful 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.

OMIT

ARTICLE 5. UTILITIES

Intentionally Deleted

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 on the Leased Premises or improvements on the Premises, 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 provide, 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 Lessor, 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 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.

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.

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 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 monthly 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 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 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 paragraph, 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.

Default by Lessor

12.3 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 Lessee under this Lease or at law, lessee may elect that:

Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) 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.

Cumulative Remedies

12.4 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

12.5 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:

Lessor:

Maria E. Esparza
817 Amarillo Drive
Sullivan City, Texas 78595

Lessee:

County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

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.

Entire Agreement

14.2 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 an agreement in writing executed by the parties hereto, and not otherwise.

Parties Bound

14.3 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

14.4 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

14.5 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

14.6 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

14.7 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

14.8 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

14.9 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

14.10 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

14.11 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

14.12 Lessee 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

14.13 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day of _____, 2019.

LESSEE:

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

LESSOR: APPROVED BY
COMMISSIONERS' COURT
ON: 4/23/19 *[Signature]*

By: Maria E. Esparza
Maria E. Esparza

ATTEST:



Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS COURT ON: 4/23/19

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ

By: [Signature]
Stephen L. Crain

EXHIBIT "A-1"
MEETS & BOUNDS

METES AND BOUNDS DESCRIPTION: TRACT ONE (1)

Being a 5.00 acre tract of land out of 32.69 acres of land out of Share 3, Porcion 41, Ancient Jurisdiction of Reynosa, now in Hidalgo County, Texas according to the map or plat thereof recorded in Volume 4, Pages 17 and 19, Map Records in Hidalgo County, Texas; Said tract of land being more particularly described by metes and bounds as follows:

Commencing for reference at the Southwest corner of Tract 126, THENCE North 09° 33' 00" East, with and along the West line of Tract 126, a distance of 3160.76 feet, THENCE South 80° 27' 00" East, a distance of 3628.20 feet to the Southwest corner of a 32.69 acre tract, THENCE North 09° 33' 00" East, a distance of 284.68 feet to a one-half (1/2) inch diameter iron rod found for the Southwest corner of this description for the POINT OF BEGINNING;

THENCE, continuing North 09° 33' 00" East, with and along the West line of a 32.69 acre tract of land, a distance of 234.38 feet to a one-half (1/2) inch diameter iron rod found for the Northwest corner;

THENCE, South 80° 27' 00" East, with and along the North line of a 32.69 acre tract of land, a distance of 69.53 feet to a one-half (1/2) inch diameter iron rod found for a corner;


THENCE, South 80° 33' 36" East, with and along the North line of a 32.69 acre tract of land, a distance of 978.79 feet to a one-half (1/2) inch diameter iron rod set for the Northeast corner;

THENCE, South 09° 33' 00" West, a distance of 209.47 feet to a one-half (1/2) inch diameter iron rod set for the Southeast corner;

THENCE, North 80° 33' 36" West a distance of 1005.00 feet to a one-half (1/2) inch diameter iron rod set for a point of curvature;

THENCE, with a curve concave to the left, having a radius of 50.00 feet, an arc length of 52.37 feet, and a central angle of 60° 01' 02" to a one-half (1/2) inch diameter iron rod set for the Southwest corner and POINT OF BEGINNING;

Said tract of land containing 5.00 acres gross, more or less.


Jesus A. Garza R.P.L.S. No. 4739
SURVEY DATE: May 23, 1995
Job# S95441
6-22-1995



Save and Except a 0.93 acre tract of land out above mentioned 5.00 acre tract more particularly described by metes and bounds as follows:

Beginning at the Northwest corner of said 5.00 acre tract, an iron pipe found for the Northwest corner of this description and also being the Northwest corner of said 5.00 acre tract;

Thence, South 80 degrees 27 minutes 00 seconds East, with and along the North line of said 5.00 acre tract a distance of 69.53 feet to an iron pipe for an inside corner hereof;

Thence, South 80 degrees 33 minutes 36 seconds East with and along the north line of said 5.00 acre tract, a distance of 94.47 feet to a pipe set for the northeast corner of this description;

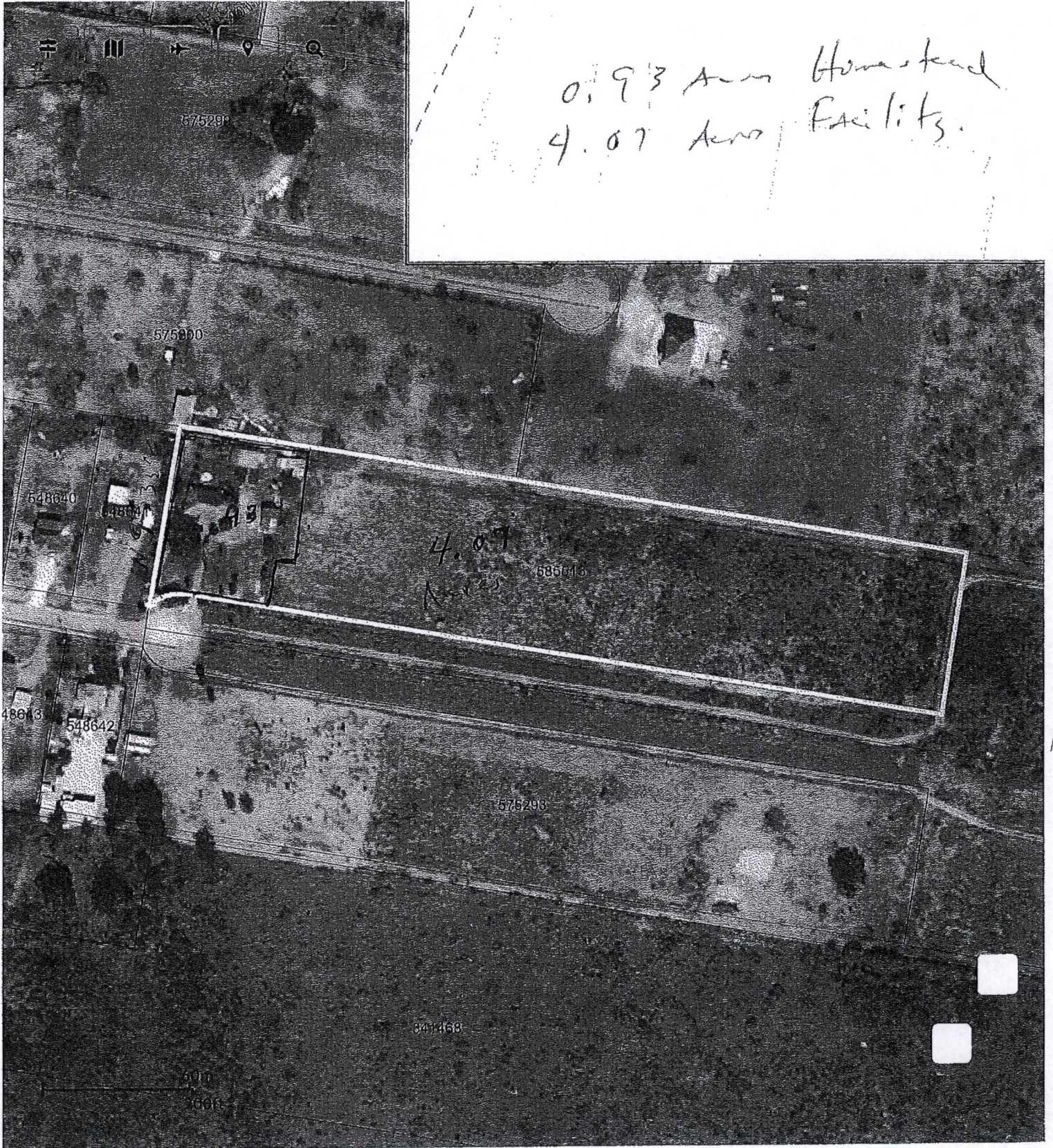
Thence, South 9 degrees 33 minutes 00 seconds West, a distance of 159.47 feet to a pipe set for a corner hereof;

Thence, South 9 degrees 33 minutes 00 seconds West, a distance of 50.0 feet to an iron pipe set for the Southeast corner of this description;

Thence, North 80 degrees 33 minutes 36 seconds West, 28.0 feet to an iron pipe for an inside corner hereof;

Thence, with a curve concave to the left having a radius of 50.0 feet, an arc length of 52.37 feet, and a central angle of 60 degrees 01 minutes 02 seconds an iron pipe found for the Southwest corner of this description;

Thence, North 9 degrees 33 minutes East a distance of 234.38 feet to the point of beginning of this description and containing 0.93 acres of land.



0.93 Acres Homestead
4.07 Acres Facility

4.07
Facility

EXHIBIT "A"
RFB PACKET