

LEASE NO. 57-6395-20-017

Simplified Lease
GSA FORM L201A (May 2020)

INSTRUCTIONS TO OFFERORS: Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, the Government will countersign the Lease document.

This Lease is made and entered into between

Lessor's Full Legal Name (exactly as registered in the System for Award Management (SAM))
Webb County, Texas

(Lessor), whose principal place of business address is 1000 Houston St, Laredo, TX 78040, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("Government"), acting by and through the designated representative of the, United States Department of Agriculture (USDA) upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at:

Approximately 2 acres of land located at/described as: A 2.0 acre tract of land located in the western part of Porcion 23, Leonard Sanchez original grantee abstract 1-1544, Webb County, Texas, approximately 0.9 miles east of the Rio Grande, and more fully described as follows:

BEGINNING at an iron rod set in a fence, the east boundary fence of the Candelario Soli tract, which point bears N76-45-24E a distance of 4508.0' from the Southwest corner of Porcion 22;

THENCE S20-13-00E, along a fence 295.42' to a fence corner for the Southeast corner of this tract also being the southeast corner of the Candelario Solis tract;

THENCE S66-24-00W, along a fence 295.42' to an iron rod set for the Southwest corner of the southwest corner of this tract;

THENCE N66-13-00W, a distance of 295.42' to an iron rod for the northwest corner hereof;

THENCE N66-24-00E, at 295.42; to the place of the beginning.

Two (2) acres of improved land

and more fully described in Exhibit A (site map), together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by the Government.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

5 Years, 1 Year Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, estimated to be August 1, 2020, along with any applicable termination and renewal rights, shall be more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

TERMINATION RIGHTS

The Government may terminate this lease, in whole or in parts, at any time after **July 31, 2021**, by providing not less than 30 days' prior written notice to the lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

RENTAL RATE

The Lessor hereby leases to the Government said Premises for \$6,000 per acre per annum (rent per month \$1,000.00, rent per year \$12,000)

The Following documents are as attached to and made part of the Lease:

Land Lease Rider
G SA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications
Exhibit X, Site Plan

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

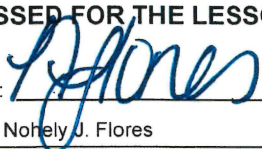
FOR THE LESSOR:

Signature: 
Name: Tano E. Tijerina
Title: Judge
Entity Name: Webb County
Date: 5/6/2021

FOR THE GOVERNMENT:

Signature: 
Russell S. Noyes
Real Property Leasing Officer
Date: 5/25/2021

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Nohely J. Flores
Title: Legal Coordinator, Webb County Civil Legal Division
Date: 5/6/2021

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

Land Lease Rider
Land Lease Number 57-6395-20-017

Rider to Land Lease Agreement by and between Webb County, Texas, Lessor, and the Government (Lessee) dated 06/09/2020 for property located at (see description in Form L201A), in Laredo, TX.

- 1.) Those Entitled to Use of Property/Designated Site. The Government's rights under the lease for entry, occupation, usage and other rights to the Property extend to all of the following:
 - (i) Lessee;
 - (ii) Any of Lessee's agencies, employees, and/or contractors and their subcontractors;
- 2.) Use of Land. The Lessee (including other entities listed above) shall utilize the leased premises for the following purpose(s) Tick eradication efforts, including construction of improvements (but not limited to utilities, roads or driveways and trailer pads) as the Government determines necessary and/or expedient in connection with the establishment and operation of dirty pens.
- 3.) Lessor's Covenant to Grant Easements and to Cooperate. The parties acknowledge that the Government's use of the Property may require construction and placement of improvements on the Property. Such use may also require the installation of sewer, water, electrical utilities, and such other amenities as may be necessary and/or convenient. Lessor agrees to reasonably cooperate with the Government in order to accomplish the establishment and operation of the Lessee's use of the premises including, where required, securing permits, sign-offs and/or other approvals and government entitlements. Lessor further agrees to grant such easements, rights of way, and other rights of use and or access in and to any portion(s) of Lessor's property (including property not included within the demised premises leased to the Government under this Lease) as may be necessary and/or convenient to accomplish the installation and operation of utilities, roadways for ingress and egress, and other related amenities including, but not limited to the grant of a blanket-easement to utility providers and/or other service providers. Lessor also agrees to execute such other and further documents, or perform such other acts, as may be necessary to carry out the provisions of this section.
- 4.) Tax Consequences of Agreement. Lessor agrees that, should any ad valorem or other tax consequence arise from the Government's use of the Property, and installation of improvements thereon, Lessor shall bear all responsibility therefore. Lessor acknowledges and agrees that Lessor's obligation under this section is supported by consideration from the Government under this Agreement.
- 5.) Commencement of Lease Term. The lease term shall commence on August 1st, 2020. This is the "effective date" of the lease.
- 6.) Alterations and Improvements. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or improvement or removal of any alteration or improvements by the Government during the term of this lease or any extensions. Alterations or improvements may be completed by the Government during the term of the lease or any extensions.

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- 7.) No Obligation to Restore. The Government may at its sole discretion, during the term and for a reasonable time thereafter, remove any improvements placed upon the property during the term. Alternatively, the Government may abandon such improvements following expiration of the term, in which case the improvements so abandoned shall become the property of the Lessor. Regardless, the Government shall have no obligation to restore the leased premises to any prior-existing condition.
- 8.) Right of Entry / Termination. The Government may enter the Property before the commencement date of the lease to inspect the Property and to perform an environmental assessment. If, within the first thirty days following the commencement date of the lease, the Government determines, in its sole discretion, that the Property is not suitable for its intended purposes or that there are hazardous materials or other materials in or on the Property, the Government shall have the right to cancel this lease by providing written notice to the lessor, in which case no rental or other payment shall be due and owing. If the Government is unable to perform an inspection and environmental assessment during the first thirty days following the commencement date of the lease, its right to cancel this lease as set forth in the preceding sentence shall be extended for fifteen days after it enters the Property. Upon termination there shall be no further rights or liabilities on the part of either Lessor or the Government.
- 9.) If the Government shall, with the knowledge or consent of Lessor, continue to remain on the Property after the expiration of the lease term, the Government shall become a tenant from month to month, upon the same terms and conditions.
- 10.) The Government's point of contact for this lease is:
- Russell S. Noyes
Real Property Leasing Officer (RPLO)
United States Department of Agriculture (USDA), Animal and Plant Health Inspection
Service (APHIS)
250 Marquette Ave, Suite 410, Minneapolis, MN 55401
612-336-3218
Russell.s.noyes@usda.gov
- 11.) All rights, responsibilities and obligations of the Government as lessee hereunder shall be deemed to be those of the United States Department of Agriculture (USDA), so that any claim by the Lessor against the Government or other enforcement by the Lessor of any of its rights under the lease shall be taken by the Lessor against USDA, and any claim by the Government against the Lessor or other enforcement by the Government of any of its rights under the lease shall be taken by USDA. Any communications or notices under the Lease by the Lessor to the Government shall be addressed to the Government point of contact at USDA set forth above.
- 12.) Transfer of Lease. If, during the term of this lease including extensions, renewals, etc., title of this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Government of said transfer. The following information shall accompany this notification:

- (i) A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - (ii) A letter from the new owner assuming, approving and agreeing to be bound by the terms of this lease.
 - (iii) A letter from the Lessor waiving all rights under this lease against the Government up to the effective date of transfer.
 - (iv) The new owner's employer identification number or Social Security Number.
 - (v) The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership was created. If a realty trust, give names of all trustees and recording date of the trust.
- 13.) Clauses Incorporated By Reference. This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

FAR 52.204-7, System for Award Management (Oct 2018)

FAR 52.204-13, System for Award Management Maintenance (Oct 2018)

FAR 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.204-25 Prohibition on Contracting For Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

END

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)

Complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee. The Offeror makes the following additional Representations.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

- (a) *Definitions.* As used in this provision—
“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Representation.* The Offeror represents that— It [] will, **[xx]** will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.
- (d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer—
- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
 - (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	WEBB COUNTY 1000 HOUSTON ST LAREDO, TX 78040  Signature	TELEPHONE NUMBER  Date
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LESSOR: PI GOVERNMENT: REN