

MARGIE R IBARRA  
COUNTY CLERK  
FILED

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Lease # HSBP-7223-L-DA1431  
WEBB COUNTY, TEXAS

WEBB COUNTY, TEXAS



U.S. Customs and  
Border Protection

BY \_\_\_\_\_ DEPUTY

BY *all* **LEASE** DEPUTY

**BETWEEN**  
**U.S. CUSTOMS AND BORDER PROTECTION, AS LESSEE**  
**AND**  
**WEBB COUNTY, AS LESSOR**

**THIS LEASE**, which is entered into under the authority of 8 U.S.C. § 1103(b), is made and entered into upon the date of U.S. government signature written below, by and between Webb County, whose interest in the property hereinafter described is that of fee simple owner, hereinafter called the “Lessor,” and the United States of America, by and through U.S. Customs and Border Protection, who together with their agents, representatives, employees, contractors and subcontractors, shall collectively hereinafter be called “Lessee.”

**WITNESSETH:** The parties hereto covenant and agree as follows:

**WHEREAS**, Lessee seeks to lease certain real property, together with a right of access thereto, that is owned by Lessor in the County of Webb, State of Texas;

**WHEREAS**, Lessor is willing to lease said property to Lessee; and

**WHEREAS**, the purpose of this Lease is to allow Lessee to deploy, construct, operate, maintain, repair and remove a relocatable tower site.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Site.** Lessor is the fee simple owner of the property that is the subject of this Lease, identified in the Webb County property records as permanent parcel number 212095 (the “Property”). The site consists of a portion of the Property totaling approximately 10,000 sq. ft. (100’ x 100’) in area to be used for a relocatable tower site, as depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Site”). The approximate relevant coordinates for the Site are: Latitude 27.399812 and Longitude -99.434287 (LRT-LRS-0031-Webb County).
2. **Permitted Use.** During the term of this Lease, Lessee shall have exclusive (except as otherwise provided herein) use of the Site to deploy, construct, operate, maintain, repair and remove a relocatable remote video surveillance and communications

tower (the "Permitted Use"). The Site will be substantially similar to that depicted on the generic Exhibits B-1 and B-2, each attached hereto and made a part hereof. The work that may be performed at the Site is described in Exhibit C, attached hereto and incorporated herein by reference. Unless otherwise agreed to by the parties, any and all improvements, equipment, or property that are placed upon the Site by Lessee shall remain the property of Lessee and upon the expiration or earlier termination of this Lease shall be removed by Lessee in accordance with the terms of this Lease. The Permitted Use also includes, but is not limited to, the following activities: (a) entering the Property to maintain, repair and/or improve existing private roadways, including, but not limited to, the private roadways or portions thereof depicted on Exhibit A hereof; (b) removing hazards (to include replacing or modifying fences, gates or other items that obstruct or impede access to existing private roadways and maintenance, repair and/or improvement of the existing private roadways), graveling, grading, removing debris, filling in potholes, controlling drainage, controlling vegetation, and correcting weather-related damage to private roadway surfaces; (c) performing site surveys, site assessments, test borings, and other such exploratory work related to such road maintenance, repair and/or improvement, (d) access for, and temporary storage of, the equipment, materials and supplies necessary for the aforesaid activities, provided that said temporary storage shall be allowed only for so long as the Property is being used for the Permitted Use and that no permanent storage will be allowed; and (e) access for the purpose of accessing and performing work on adjacent properties. Nothing herein contained shall be construed as requiring Lessee to perform any of the aforementioned repairs, maintenance or improvements and all such work shall be at Lessee's sole discretion. Lessee acknowledges that additional environmental studies may be required prior to performing the aforementioned activities. No hazardous materials shall be permitted on the Site.

3. **Access to the Site.** Lessor hereby agrees that Lessee's non-exclusive right of access to the Site, which is leased to Lessee as a part of this Lease, shall be exercised in accordance with the following terms and conditions. Lessee shall be permitted to access and use those portions of Lessor's Property that are necessary for Lessee's access to the Site described herein 24-hours per day, 7-days-per-week. Lessee's right of access shall extend and apply to its employees, agents, and contractors.
4. **Term.** The initial term of this Lease shall commence on the date of U.S. government signature written below (the "Lease Commencement Date") and end on September 30, 2027. The initial term shall be followed by two (2) five (5) year renewal options commencing on October 1, 2027, and October 1, 2031. The renewal options shall run solely in favor of the Lessee, provided adequate funds are available from Congress for the payment of rentals. Renewal is within the sole discretion of the Lessee and may be accomplished only if Lessee provides Lessor written notice of its intent to exercise its option to renew the Lease at least one hundred eighty (180) days prior to the expiration of any term (the "Lease Expiration Date"). All terms and conditions of this Lease shall remain the same during the Term unless otherwise provided herein.

5. **Payment.** This is a zero-cost lease.
6. **Utilities.** Lessee is responsible for obtaining utility services that Lessee deems necessary to carry out the Permitted Use. Lessor agrees to take whatever actions are reasonably necessary to accommodate or facilitate Lessee's acquisition of the utility services that are required for Lessee to carry out the Permitted Use at the Site.
7. **Real Estate Taxes.** Lessor shall be responsible for the real estate taxes attributable to the Site.
8. **Termination.**
  - (a) The Lessee may terminate this Lease for cause during any term by giving at least a sixty (60) days prior written notice to the Lessor. No rent shall accrue after the effective date of termination. The Lease shall be terminated if funds are not made available for the continuation of the Lease in a fiscal year covered by the Lease. In such case, the parties agree that Lessee's termination costs shall be limited to the rental amount that Lessee would otherwise be required to pay pursuant to Paragraph 4 of this Lease during the 60-day notice period.
  - (b) Lessor may terminate this Lease upon Lessee's failure to cure any breach of the terms of this Lease for more than sixty (60) days after written notice thereof from Lessor. Said notice shall be computed commencing with the date of mailing.
  - (c) Lessor may also terminate this Lease for any reason during any term by giving at least one-hundred eighty (180) days prior written notice to Lessee.
9. **Limitation on Use.** The Site may only be used by Lessee for the Permitted Use. In turn, Lessor agrees that it shall not take any action that will interfere with Lessee's Permitted Use of the Site.
10. **Maintenance and Repairs.** Lessee agrees that it shall be solely responsible for the maintenance, repair, and upkeep for any and all improvements, equipment, or other property it places upon the Site.
11. **Compliance with Applicable Law.** Lessee will comply with all federal, state, and local laws that are applicable to the Permitted Use on the Site; provided that nothing in this Lease shall be construed as a waiver of any sovereign immunity of the United States Government.
12. **Removal of Lessee's Property.** Upon the expiration or earlier termination of this Lease, Lessee shall remove any improvements, equipment, or other property placed upon the Site by Lessee. Beyond the removal of Lessee's improvements, equipment, or property from the Site, Lessor shall have no right to require that

Lessee restore the Site upon the expiration or termination of the Lease and waives all claims against the Lessee for waste, damages, or restoration arising from or related to Lessee's Permitted Use of the Site during the term of the Lease (including any extensions thereof).

13. **Sublease and Assignment.** Lessee may not sublet any part of the Site, nor may Lessee assign all or any part of its rights or interests in this Lease. Lessor agrees that it will not sell the Site, or any portion thereof, unless the potential purchaser agrees to be bound by the terms of this Lease. Should Lessor sell the Property, Lessor will notify the Lessee within thirty (30) days of closing of the new owner's contact information. Lessee may not recognize an assignment of this Lease unless such assignment satisfies the requirements of the Assignment of Claims Act (31 U.S.C. § 3727 and 41 U.S.C. § 6305), and federal regulations found at 48 C.F.R. §§ 32.800 – 32.806.
14. **Successors Bound.** This Lease shall bind, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, and successors, and assigns.
15. **Non-Waiver.** The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.
16. **Integrated Agreement and Modifications in Writing.** This Lease and any exhibits hereto, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease. No alteration or variation of this Lease shall be valid unless made in writing and signed by the parties hereto.
17. **Alterations.** In carrying out the Permitted Use, Lessee shall have the right during any term of this Lease to make modifications to any improvements or equipment that are placed upon on the Site, to erect or place new improvements or equipment upon the Site, and to place signs upon the Site, provided, however, that Lessee shall consult with Lessor and obtain Lessor's prior written approval regarding the placement of new improvements or equipment on the Site if the new improvements or equipment are substantially different than the existing improvements or equipment on the Site. Lessor shall not unreasonably withhold, condition or delay its approval of new improvements that Lessee deems necessary to the Permitted Use. In the event that the Lessee desires to materially change the Permitted Use, Lessee shall obtain Lessor's prior written permission.

18. **Availability of Appropriations.** In accordance with 31 U.S.C § 1341, 41 U.S.C. § 6301, and federal law, Lessee's obligations under this Lease are contingent upon the availability of appropriated funds from which payment for contract purposes can be made. The continuation of this Lease each fiscal year (October 1 – September 30) is dependent on the availability of funds for this purpose and the Lease shall be terminated, in accordance with Paragraph 8(a) above, if funds are not made available to continue the Lease in subsequent fiscal years. Nothing in this Lease shall be construed as implying that Congress will, at a later date, appropriate funds sufficient to meet rent payments.
19. **No Waiver of Sovereign Immunity.** Nothing herein shall require Lessee to perform any act, or to not act, i.e., an omission, in a manner, that would constitute a violation of law or federal fiscal policy. Lessor further acknowledges that no employee or contractor of the United States Government has the authority in law or the ability in fact to waive certain government rights, e.g., rights relating to or involving the sovereign immunity of the United States or rights pertaining to personal property. Nothing herein shall be construed as a waiver of the sovereign immunity of the United States.
20. **Holdover.** Should Lessee holdover after the expiration of the Term, or any extension thereof, such tenancy shall be from month-to-month on all terms, covenants, conditions, and conditions of this Lease, provided adequate appropriations are provided by Congress for the payment of rent.
21. **Governing Law.** This Lease is governed by federal law.
22. **Disputes.** This Lease is subject to and governed by the Contract Disputes Act, 41 U.S.C. § 7101, et seq.
23. **Condition of the Site.** Notwithstanding anything herein to the contrary, Lessee agrees that it is familiar with the condition of the Site and warrants that it has made its own inspection of the Site and agrees that the foregoing is suitable to carry out the Permitted Use.
24. **No Presumption Against Drafting Party.** All parties have had the opportunity to draft, review and edit the language of this Lease, and thus no presumption for or against any party arising out of the drafting of all or any part of this Lease shall be applied in any action relating to, connected with, or involving this Lease.
25. **Authority.** Lessor covenants and represents that it is the lawful owner of the Property. By his or her execution hereof, each of the persons signing on behalf of the parties hereto hereby represents and warrants that each is fully authorized to act and execute this Lease on behalf of their respective party.
26. **Quiet Enjoyment.** So long as Lessee is not in default under this Lease, Lessee shall, subject to the terms of this Lease, at all times during the term or any

extensions thereof, have peaceful and quiet enjoyment of the Site against any person or persons claiming by, through or under Lessor.

27. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
28. **Severability.** Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Lease shall be determined by a court of competent jurisdiction to be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Lease.
29. **No Effect on Statutory Authority.** Lessor acknowledges and agrees that nothing set forth herein shall be construed as having any effect or placing any limit on any statutory authority Lessee may have to access lands for purposes of patrolling the border and enforcing federal law.
30. **Federal Tort Claims Act.** If the death of or injury to any person, or loss of or damage to any real or personal property of any person, is caused by Lessee, the liability, if any, of Lessee shall be determined in accordance with applicable law, including applicable provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671 – 2680, as amended). Lessee's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained herein may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies.
31. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given when delivered (or attempted delivery of the same is refused or cannot be affected at the last address of which notice has been provided pursuant to this Section) via messenger or nationally recognized overnight courier service, or United States Mail, postage prepaid, certified, return receipt requested.

If intended for Lessor, notices shall be addressed to:

Name: Webb County  
Attn: Mr. Leroy Medford  
Commissioners Court Administrator  
Address: 1000 Houston St.  
Laredo, TX 78040  
Phone: 956-523-4600

If intended for the Lessee, notices shall be addressed to:

U.S. Customs and Border Protection  
ATTN: Land Lease Administrator  
USBP PMOD, 6.5E STOP 1039  
1300 Pennsylvania Avenue NW  
Washington, D.C. 20229

With copy sent to:

Assistant Chief Patrol Agent  
Operational Requirements  
U.S. Border Patrol Sector HDQTR  
207 West Del Mar Blvd.  
Laredo, Texas 78041  
Phone: (956) 764-3200

or to such other place and with such other copies as either party may designate as to itself by written notice to the others.

32. **Headings.** Section headings herein are included herein for the convenience of reference only and shall not constitute part of this Lease for any other purpose.

**[SIGNATURE PAGE(S) TO FOLLOW]**

**COUNTERPART SIGNATURE PAGE TO LEASE**

**IN WITNESS WHEREOF**, the Lessor and Lessee have caused this Lease to be executed as of the date last written below.

**Lessor**

**Webb County**

By:



Printed Name:

Date: 06/13/2023



**COUNTERPART SIGNATURE PAGE TO LEASE**

**IN WITNESS WHEREOF**, the Lessor and Lessee have caused this Lease to be executed as of the date last written below.

**Lessee**

**U.S. Customs and Border Protection**

By: **DAVID L BELL** Digitally signed by DAVID L BELL  
Date: 2023.06.08 14:51:03 -04'00'

David L. Bell  
Real Estate Planning Lead  
U.S. Border Patrol Program Management Office Directorate  
U.S. Border Patrol  
U.S. Customs and Border Protection  
U.S. Department of Homeland Security

Date: 06/08/2023

**CERTIFICATE OF AUTHORITY**

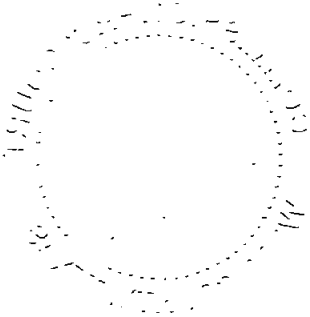
*(NOTE: This Certificate of Authority should be executed by an authorized individual other than the person who signed the foregoing instrument, and certifies that the person who signed the foregoing instrument was authorized to act in that capacity.)*

I, Margie Ramirez Ibarra (name), certify that I am the Webb County Clerk (position held in organization) of Webb County, duly organized and registered in the State of Texas; that Tano E. Tijerina (executor of instrument), who signed the foregoing instrument on behalf of the Licensor, was then County Judge (position of executor of instrument) of said Webb County. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the grantee in executing said instrument.

**IN WITNESS WHEREOF**, I have hereunto set my hand, and the seal of Webb County, this 13th day of June, 2023.

By: Margie Ramirez Ibarra  
Printed  
Name: Margie Ramirez Ibarra  
Title: Webb County Clerk

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



Land Owner No.	Owner Name	Parcel No.	Site Name	APPR. LAT	APPR. LONG	Site Type
#1	Webb County	212095	LRT-LRS-0031	27.399812	-99.434287	Site/Access



Date: 5/25/2023  
Sector: LRT  
Station: LRS

Parcel/Owner Data Source:  
ReportAll PARLAY 2.0 and  
Webb County

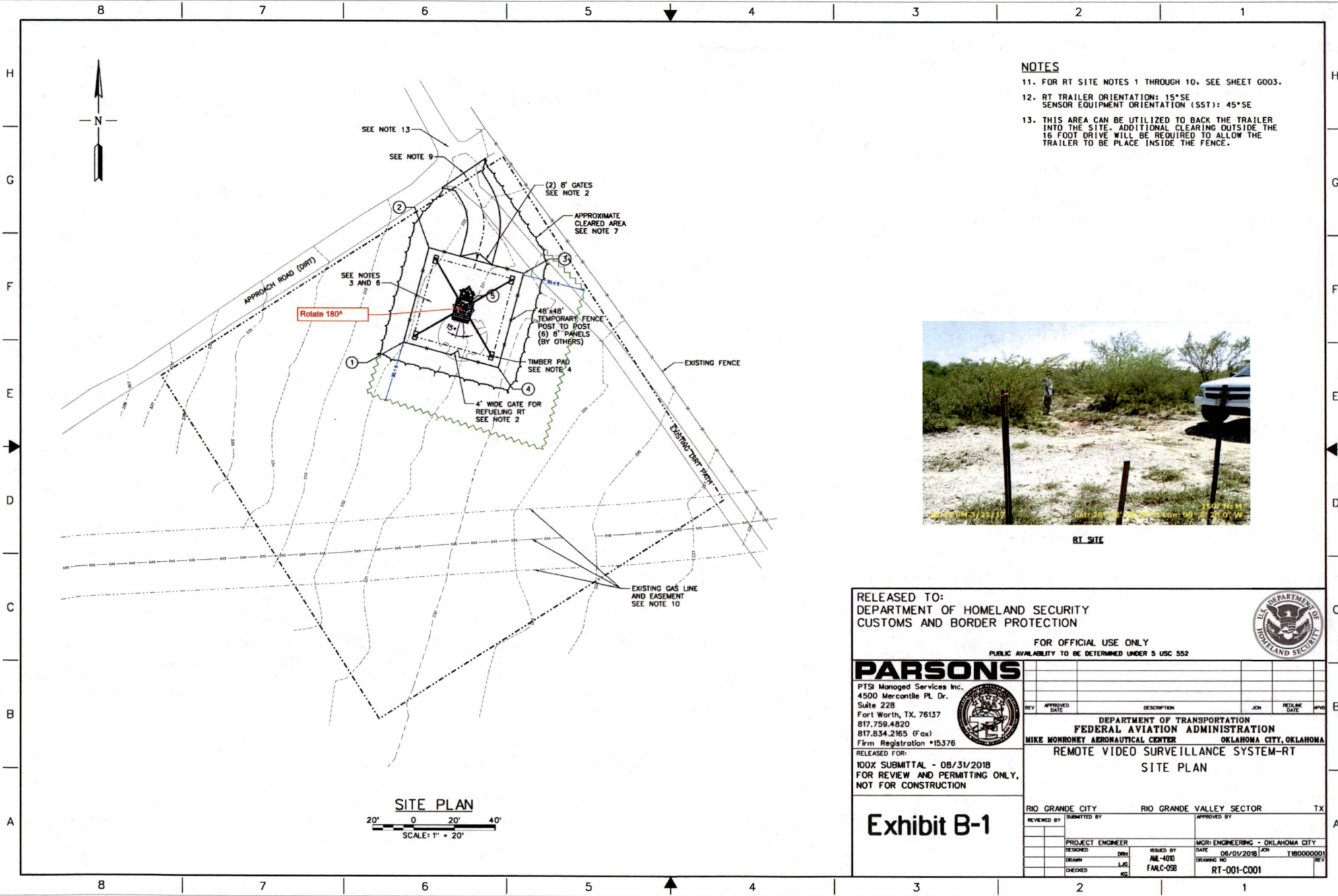
Webb County

LRT-LRS-0031  
Webb County, Texas

# Exhibit A

N





- NOTES**
- FOR RT SITE NOTES 1 THROUGH 10. SEE SHEET G003.
  - RT TRAILER ORIENTATION: 15°SE  
SENSOR EQUIPMENT ORIENTATION (SST): 45°SE
  - THIS AREA CAN BE UTILIZED TO BACK THE TRAILER INTO THE SITE. ADDITIONAL CLEARING OUTSIDE THE 16 FOOT DRIVE WILL BE REQUIRED TO ALLOW THE TRAILER TO BE PLACE INSIDE THE FENCE.



RT SITE

RELEASED TO:  
DEPARTMENT OF HOMELAND SECURITY  
CUSTOMS AND BORDER PROTECTION

FOR OFFICIAL USE ONLY  
PUBLIC AVAILABILITY TO BE DETERMINED UNDER 5 USC 552



**PARSONS**

PTSI Managed Services Inc.  
4500 Mercantile Pl. Dr.  
Suite 228  
Fort Worth, TX. 76137  
817.759.4920  
817.834.2165 (Fax)  
Firm Registration #15376



RELEASED FOR:  
100X SUBMITTAL - 08/31/2018  
FOR REVIEW AND PERMITTING ONLY,  
NOT FOR CONSTRUCTION

REV	APPROVED DATE	DESCRIPTION	JOH	PRELIM DATE	APPD

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
MIKE MONROEY AERONAUTICAL CENTER OKLAHOMA CITY, OKLAHOMA  
REMOTE VIDEO SURVEILLANCE SYSTEM-RT  
SITE PLAN

**Exhibit B-1**

RIO GRANDE CITY		RIO GRANDE VALLEY SECTOR		TX
REVIEWED BY	SUBMITTED BY	APPROVED BY		
PROJECT ENGINEER	DESIGNED	ISSUED BY	MCR-ENGINEERING - OKLAHOMA CITY	
DRAWN	DATE	DATE	08/01/2018	JOH
CHECKED	LSE	FALC-05B	DRIVING NO	1960000001
			RT-001-C001	REV



Exhibit B-2

**EXHIBIT C  
STATEMENT OF WORK**

Lessee may perform the following activities related to its Permitted Use:

1. Review the Site access routes, described in the Lease, to determine the need for the overlay of gravel or caliche in any low areas as determined by Lessee in Lessee's sole discretion.
2. Selectively overlay the Site with gravel or caliche, as needed, with the goal of preparing an area of approximately 10,000 s.f. (100' x 100').
3. Installing or maintaining fencing around an approximately 2,500 s.f. (50' x 50') area, enclosing the tower within the Site.
4. A truck and trailer will deliver the relocatable tower and its component parts for deployment on the Site.
5. Coordinate, install, maintain and/or repair the tower, surveillance equipment, diesel fuel tank(s), generator and other required equipment in pursuance of the Permitted Use at the Site.
6. Working hours are weekdays from 7:00 a.m. until 6:00 p.m. No work to be performed on holidays or weekends without the expressed written permission of Lessor.
7. When working on the Site, Lessee shall remove all litter and debris from the Site prior to leaving on a daily basis.
8. Perform any maintenance and repair at the Site as required by Lessee, in its sole discretion.

Lessor: \_\_\_\_\_

Lessee: DLB