



Texas Department of Public Safety Purchase Order

Blanket Order Number

405-16-P003950

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

V
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Vendor Number: 00020362
DOUBLE GRUBBSTAKE LTD

P O BOX 290237
KERRVILLE, TX 78029-0237

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Texas Department of Public Safety
Law Enforcement Support
5805 North Lamar
Building G
Austin, TX 78752
US
Email: eprocurementshipping@dps.texas.gov
Phone: (512) 424-2000

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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Texas Department of Public Safety
Finance - Accounts Payable - MSC 0130
PO Box 4087
Austin, TX 78773-0130
US
Email: apinvoices@dps.texas.gov
Phone: (512) 424-2060

Solicitation (Bid) No.:	Payment Terms:
	Shipping Terms:
	Delivery Calendar Day(s) A.R.O.: 0

Item # 1
Class-Item 971-35

Land Lease - Kerr County for the period of 9/1/2015 through 8/31/2016.

Land Lease - Goat Creek Road Tower site located in Kerr County; Landowner Lyndell M. Grubbs.

This Agreement is for the continued lease of land for continued placement of TXDPS radio communications tower and shelter structure necessary to carry out TXDPS operation of a radio communications tower on Goat Creek Tower site located in Kerr County, Texas as per attached TXDPS Contract No. 405-16-P003950.

The term of this Agreement will begin 9/1/2015 through 8/31/2017.

Escalation Clause: The Lessor may escalate the cost to the Lessee on an annual basis at the beginning of each fiscal year at a cost not to exceed four percent (4%) of the existing amount. The first escalation will occur on September 1, 2016.

For payment purposes only.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 8,759.92	YR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 8,759.92

Item # 2
 Class-Item 971-35

Land Lease - Kerr County for the period of 9/1/2016 through 8/31/2017.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 8,759.92	YR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 8,759.92

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 17,519.84

APPROVED

By: Lynni Ward, CTPM

Phone#: (512) 424-5541

BUYER

**COMMUNICATIONS SITE LEASE AGREEMENT
BETWEEN TEXAS DEPARTMENT OF PUBLIC SAFETY
AND LYNDELL M. GRUBBS**

This Communications Site Lease Agreement ("Agreement") is entered into by and between Lyndell M. Grubbs ("Site Owner" or "Lessor") having an address at 2840 Goat Creek Road, P. O. Box 290237, and the Texas Department of Public Safety ("TXDPS" or "Lessee") having an address at 5805 North Lamar Boulevard, Austin, Texas 78752. The Lessor and the Lessee are collectively called "the Parties."

In consideration of the mutual promises, conditions, covenants, and considerations passing between the Parties hereto, it is understood and agreed by and between the Parties to this Agreement as follows:

1. **LAND/REAL PROPERTY:** This Agreement is for the continued lease of land for the continued placement of a TXDPS radio communications tower and shelter structure, including any wires, foundation, footings, and other equipment necessary to carry out the TXDPS operation of a radio communications tower ("Tower"), as further described and incorporated herein as Exhibit A to this Agreement, on the Goat Creek Tower site located at 2885 Goat Creek Road in Kerr County, Texas, Latitude: 30.06.57.0 N, Longitude: 99.11.45.0 W, ("Site") together with ingress and egress rights providing access to this Site. The Tower was installed by and at the expense of the Lessee and will continue to be maintained by and at the expense of the Lessee. This Site is further described as:

4.32 acre tract of land located in the C. & M. RR Co Survey No.1435, Abstract No. 735, in Kerr County, Texas, as identified in General Warranty Deed, dated February 21, 2002, filed in Volume 1176, Page 420, in the County of Kerr, which is further described and incorporated herein as Exhibit B to this Agreement.

2. **INTENDED USE:** The Lessor represents and warrants that the Lessee's intended use of this Site for the Tower ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules, or regulations. The Lessor further represents and warrants that there are no easements, licenses, rights of use, or other encumbrances on this Site which will interfere with or constructively prohibit the Lessee's Intended Use of this Site.

The Lessor warrants and represents that: (a) it has full right, power, and authority to execute this Agreement; (b) it has full and marketable fee simple title to this Site and any easements free and clear of any liens and encumbrances; and (c) this Site may be leased without the need for any subdivision or platting approval. The Lessor covenants that the Lessee shall have the quiet enjoyment of this Site during the term of this Agreement regarding the actions of the Lessor. The Lessor shall indemnify the Lessee from and against any loss, cost, expense, or damage, including attorneys' fees associated with a breach of the foregoing covenant of quiet enjoyment.

3. **TERMS:** The term of this Agreement will be for a period of two (2) years commencing on September 1, 2015, and terminating on August 31, 2017.
4. **ESCALATION CLAUSE:** The Lessor may escalate the cost to the Lessee on an annual basis at the beginning of each fiscal year at a cost not to exceed four percent (4%) of the existing amount. The first escalation will occur on September 1, 2016.
5. **CONSIDERATION:** The Lessee shall pay to the Lessor an annual payment during the term of this Agreement in the amount of \$8,759.92 per year to be paid in one annual payment at the beginning of each fiscal year, which runs from September 1 – August 31, for this Agreement.
6. **TITLE:** The Lessee will have no right, title, or interest in this Site except the non-exclusive use thereof as expressly set forth in this Agreement. The Lessee shall retain ownership of and title to all equipment

and structures installed by the Lessee on this Site, even though such equipment and structures may be permanently affixed to the property.

7. **ELECTRICITY:** The Lessor will not provide electricity at this Site for the benefit of the Lessee. The Lessee shall have the right to use the existing emergency stand-by generator(s) at this Site if available; however, the Lessor makes no representations or warranties as to the fitness of such generator(s) for the Lessee's requirements.
8. **PERMITS, LICENSES, AND REGULATIONS:** The Lessee shall abide by all federal, state, and local rules and regulations pertaining to the operation of the Lessee's equipment, including without limitations those pertaining to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein. The Lessee hereby represents that the Lessee has obtained the necessary licenses and permits required to use this Site, or that the Lessee shall obtain said licenses or permits, at the Lessee's own expense, prior to any such use.
9. **USE:** While using this Site, the Lessee shall be responsible for proper operation and compliance with FCC rules. The Lessee represents that it has independently ascertained that this Site is adequate and proper for the Lessee's intended use and has entered into this Agreement based solely upon said independent investigation, and not by any representation by the Lessor.

The Lessee has the right to construct, reconstruct, and maintain the Tower, with all necessary concrete foundations, footings, guy wires, shelters for the protection of the equipment necessary for the operation of a radio communications tower and any other structures necessary for the installation, operation, and maintenance of the Tower in, upon, and across this Site. The Lessee will be allowed to enter into secondary agreements that authorize other entities the use of space on the Lessee's Tower. That permission allows access to this Site and Tower for installation, maintenance, repair, or removal. The Lessor understands that the Lessee has entered into these secondary agreements or may subsequently enter into these secondary agreements.

10. **ACCESS:** The Lessor shall provide the Lessee and the Lessee's employees, agents, contractors, and subcontractors, unlimited ingress and egress to this Site and the Tower for the purposes of constructing, reconstructing, operating, maintaining, inspecting, using, replacing, repairing, moving, removing, etc., the Tower (including any radio tower, footings, supporting foundations, guy wires, equipment, shelters, and any and all necessary appurtenances thereto) and for complying with any reasonable request for inspection by representatives of the FCC. The Lessee shall have access only to the Tower.
11. **TERMINATION OF THE LESSOR'S RIGHTS TO THIS SITE:** In the event that any state, local, or federal government agency causes this Site and/or its location to become unavailable, or the Lessor's ground lease is terminated for any reason, the Lessor shall have the right to either (1) terminate this Agreement without liability to the Lessee or (2) subject to the Lessee's approval, make another similar site and/or location available under the same terms, in which event the change of site and/or location will not affect the obligation of the Lessee.

The Lessor shall notify the Lessee within ten (10) calendar days of listing for sale the real property on which this Site is located. The Lessor shall ensure the property listing discloses that the Lessee is leasing a part of the real property listed for sale. The Lessor's contract of sale with the buyer of the real property will state the sale is subject to this Agreement. In addition, the Lessor shall assign this Agreement to the buyer of the real property upon prior written approval of the Lessee and provide the Lessee with an executed copy of the assignment contract within ten (10) calendar days of the sale.

The Lessor shall also notify the following, as applicable, within ten (10) calendar days of the sale, termination, or loss that the Lessee is leasing a part of the real property on which this Site is located: (1) the buyer of the real property on which this Site is located; (2) the owner of the ground lease if the Lessor's ground lease is terminated; and (3) the owner of the real property, if the Lessor otherwise loses its authority to lease the real property on which this Site is located.

The Lessor shall further notify the Lessee within ten (10) calendar days of the occurrence of either of the following: (1) the sale of the real property on which this Site is located; or (2) the termination of the Lessor's ground lease or other authority to lease the real property on which this Site is located.

Within fifteen (15) calendar days of the occurrence of either of the following, the Lessor shall refund the Lessee on a pro rata basis any advance payments made by the Lessee to the Lessor for the lease covering the period of time after the applicable sale or loss: (1) the sale of the real property on which this Site is located; or (2) the termination of the Lessor's ground lease or other authority to lease the real property on which this Site is located.

If the Lessor fails to refund the Lessee within fifteen (15) calendar days on a pro rata basis for such advance payments, the Lessor shall be liable to the real property owner or the owner of the ground lease, whichever is applicable, for the pro rata amount of any advance payment made by the Lessee covering the period of time after the sale of the real property or the loss of the Lessor's authority to lease the real property on which this Site is located. This paragraph is for the benefit of the real property owner or the owner of the ground lease, whichever is applicable, and such owner is entitled to enforce this paragraph of this Agreement against the Lessor.

Within ten (10) calendar days of the sale of the real property on which this Site is located or the loss of the Lessor's authority to lease this Site (whichever is applicable), the Lessor shall provide the Lessee with the address and phone number for the real property owner or the owner of the ground lease, whichever is applicable. The Lessor shall also provide the Lessee with the Lessor's updated address, phone number, and forwarding address, if any, within ten (10) calendar days of the occurrence of either of the following: (1) the sale of the real property on which this Site is located; or (2) the termination of the Lessor's ground lease or other authority to lease the real property on which this Site is located.

This section will survive the termination or expiration of this Agreement.

12. **INSURANCE**: The Lessor provides no insurance on the Lessee's Tower or personnel. The Lessor understands that the Lessee, as a state agency, does not maintain insurance coverages.
13. **INDEMNIFICATION**: **THE LESSOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS AND EMPLOYEES, AND THE LESSEE, ITS OFFICERS AND EMPLOYEES AND AGENTS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE LESSOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE LESSOR IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE LESSOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE LESSEE. THIS SECTION IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE THE LESSOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS OR THE LESSEE FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE LESSEE OR ITS EMPLOYEES.**
14. **GOVERNING LAW**: This Agreement will be governed by the substantive and procedural laws of the State of Texas. The conflicts of law principles and rules of any other jurisdiction will not apply.
15. **VENUE**: Except as provided by Chapter 2260 of the Texas Government Code and the State Office of Administrative Hearings' administrative rules, venue for any contract claims or litigation will be in the State Office of Administrative Hearings or a court of competent jurisdiction in Travis County, Texas.
16. **DISPUTE RESOLUTION**: The Lessor shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the Lessee's applicable administrative rules to attempt to resolve all disputes or contract claims arising under this Agreement.

17. AUDIT CLAUSE: The State Auditor or the Lessee may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor shall provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

The Lessor shall keep all records and documents regarding this Agreement for the term of this Agreement and for four (4) years after the termination of this Agreement.

In the event such an audit by the Lessee reveals any errors by the Lessee or the Lessor, the Lessor shall refund the Lessee the full amount of such overpayments within thirty (30) calendar days of such audit findings, or the Lessee at its option reserves the right to deduct such amounts owing the Lessee from any payments due the Lessor.

18. FORCE MAJEURE: Except as otherwise provided, neither the Lessor nor the Lessee will be liable to the other for any delay in performance of, or failure to perform, any obligation contained herein caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such Party's control. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been corrected.

Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, acts of war, epidemic, and court orders. The Lessor shall immediately upon discovery notify the Lessee in writing of any delays or failure to perform.

19. NO LIABILITY FOR EMPLOYEES AND OFFICERS: The Parties to this Agreement will have no liability whatsoever for the actions or omissions of an individual employed by another Party, regardless of where the individual's actions or omissions occurred. Each Party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring negligence of the Parties, liability, if any, will be shared by each Party in accordance with the applicable laws of the State of Texas, subject to all defenses including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; nor will any provision hereof be deemed a waiver of any defenses available by law.

20. NO JOINT ENTERPRISE: The Lessee is associated with the Lessor only for the purposes and to the extent set forth herein, and with respect to the provision of this Agreement, the Lessor is an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein will be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Lessee whatsoever with respect to the indebtedness, liabilities, and obligations of the Lessor or any other party.

21. INDEPENDENT CONTRACTOR: The Lessor is an independent contractor in relationship to the Lessee. The Lessee will not be responsible for withholding taxes from payments made under this Agreement. The Lessor will have no claim against the Lessee for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

22. NO APPARENT AGENCY: The Lessor will have no authority for or on behalf of the Lessee except as provided in this Agreement. No other authority, power, partnership, or rights are granted or implied.

23. LEGISLATIVE ACTION: The Lessee is a state agency whose authority and appropriations is subject to the actions of the Texas Legislature and the United States Congress. If the Lessee and/or the subject matter of this Agreement become subject to a legislative or regulatory change, the revocation of statutory or regulatory authority, or a lack of appropriated funds which would render the deliverables or performance to be provided under this Agreement impossible, unnecessary, void, or substantially amended or that would terminate the appropriations for this Agreement, the Lessee may immediately terminate this Agreement without penalty to, or any liability whatsoever on the part of the Lessee, the State of Texas, and the United States. This Agreement does not grant the Lessor a franchise or any other vested property right.

Termination under this section is immediate, so the Lessee is not required to provide thirty (30) calendar days notice under this section. If any of the following occur, the Lessee may, upon thirty (30) calendar days written notice to the Lessor, reduce the price under this Agreement in accordance with the reduction of any deliverables in such manner and for such periods of time as the Lessee may elect: (1) funding for this Agreement is reduced by law; (2) the statutory amount of compensation authorized for the Lessor is reduced; or (3) the Legislative Budget Board requests the Lessee to reduce the Lessee budget by a certain percentage.

24. TERMINATION BY DEFAULT: In the event that the Lessor fails to carry out or comply with any of the requirements of this Agreement with the Lessee, the Lessee may notify the Lessor of such failure or default in writing and demand that the failure or default be remedied within ten (10) calendar days. In the event that the Lessor fails to remedy such failure or default within the ten (10) calendar day period, the Lessee shall have the right to terminate this Agreement upon ten (10) calendar days written notice.

The termination of this Agreement, under any circumstances whatsoever, will not affect or relieve the Lessor from any obligation or liability that may have been incurred pursuant to this Agreement, and such termination by the Lessee will not limit any other right or remedy available to the Lessee at law or in equity.

In the event this Agreement is terminated by the Lessee for default by the Lessor, the Lessor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work are significantly changed. The period of suspension will be determined by the Lessee based upon the seriousness of the default.

25. TERMINATION FOR CAUSE OR CONVENIENCE: This Agreement may be terminated as follows:

- A. For Convenience: This Agreement may be terminated, without penalty, by the Lessee without cause by giving thirty (30) calendar days written notice of such termination to the Lessor.
- B. For Cause: This Agreement may be terminated by the Lessee if the Lessor fails to perform as agreed or is otherwise in default, without the necessity of complying with the requirements in the section herein entitled "Termination by Default." The Lessee shall provide the Lessor with written notice to terminate this Agreement, which termination will become effective immediately upon the Lessor's receipt of the notice.
- C. For Listing on the Federal Excluded Party List, the Terrorism List (Executive Order 13224), or on the State of Texas Debarred Vendor List: The Lessee shall have the absolute right to terminate this Agreement without recourse as follows: (1) if the Lessor becomes listed on the prohibited vendors list authorized by Executive Order #13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control; (2) if the Lessor becomes suspended or debarred from doing business with the federal government as listed in the Excluded Parties List (EPLS) maintained by the General Services Administration; or (3) if the Lessor becomes listed on the State of Texas Debarred Vendor List. The Lessee shall provide the Lessor with written notice to terminate this Lease, which termination will become effective immediately upon the Lessor's receipt

of the notice.

- 26. TERMINATION LIABILITY (FOR TERMINATION FOR CONVENIENCE):** In no event will termination for convenience by the Lessee give rise to any liability whatsoever on the part of the Lessee whether such claims of the Lessor are for compensation, for anticipated profits, unabsorbed overhead, interest on borrowing, or for any other reason. The Lessee's sole obligation hereunder is to pay the Lessor the pro rata amount of compensation owed for the number of days on which the Lessee used this Site during the term at issue. The phrase "used this Site" includes any days on which the Lessee kept any equipment on this Site
- 27. REMOVAL OF EQUIPMENT UPON TERMINATION:** The Lessee shall remove this Tower and all equipment (including any radios, footings, supporting foundations, guy wires, equipment, shelters, and any and all necessary appurtenances thereto) at the Lessee's sole risk and expense within a reasonable amount of time, not to exceed 120 calendar days, after the termination of this Agreement. The Lessee shall remove any debris associated with the removal of this Tower.
- 28. NON-WAIVER:** Any failure of the Lessee, at any time, to enforce or require the strict keeping and performance of any provision of this Agreement will not constitute a waiver of such provision, and will not affect or impair same or the right of the Lessee at any time to avail itself of same.
- 29. SEVERABILITY:** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final order/judgment of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of this Agreement and the application of the provision to other parties or circumstances will remain valid and in full force and effect.
- 30. SURVIVAL:** Any provisions of this Agreement that impose continuing obligations on the Parties including, but not limited to the following, will survive the expiration or termination of this Agreement for any reason:
- A. The indemnity obligations;
 - B. Recordkeeping requirements and audit rights;
 - C. Confidentiality obligations;
 - D. Restrictions on news releases, advertisements and publicity;
 - E. And any other provisions of this Agreement that impose continuing obligations on either of the Parties or that govern the rights and limitations of either of the Parties after the expiration or termination of this Agreement.
- 31. SUBSTITUTIONS:** No substitute or cancellations are permitted without prior written approval of the Lessee.
- 32. ASSIGNMENT BY THE LESSOR:** Except as authorized herein, the Lessor will not assign or transfer any interest in this Agreement without the express, prior written consent of the Lessee.
- 33. SUCCESSORS:** This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective successors, heirs, administrators, personal representatives, legal representatives, and permitted assigns.
- 34. NEWS RELEASES, ADVERTISEMENTS, AND PUBLICITY:** The Lessor will not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this Agreement, without the express, prior written approval of the Lessee, and then only in accordance with explicit written instructions from the Lessee.

The Lessor will not use the name of the State of Texas or TXDPS in any advertisement, promotion, or otherwise for any purpose regarding this Agreement without the express prior written consent of the Lessee. The Lessee is not authorized to provide endorsements.

- 35. TEXAS PUBLIC INFORMATION ACT:** Notwithstanding any provisions of this Agreement to the contrary, the Lessor understands that the Lessee shall comply with the Texas Public Information Act (Chapter 552, Texas Government Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) calendar days of receipt, the Lessor shall refer to the Lessee any third party requests received directly by the Lessor for information to which the Lessor has access as a result of this Agreement. Any part of this Agreement that is of a confidential or proprietary nature must be clearly and prominently marked as such by the Lessor.
- 36. CRIMINAL HISTORY BACKGROUND CHECK:** The Lessor or any of its employees, agents, or representatives having access to the Tower shall undergo a TXDPS fingerprint-based criminal history background investigation at the Lessee's expense, if required by the Lessee.
- 37. CONFIDENTIALITY:** Certain information provided by the Lessee to the Lessor, including but not limited to the location of the Tower and the purpose for the Lessee's use of this Site, is confidential and will not be used by the Lessor or disclosed to any person or entity, unless such use or disclosure is required for the Lessor to perform work under this Agreement.

The obligations of this section do not apply to information that is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that the Lessor shall furnish prompt written notice of such required disclosure and shall reasonably cooperate with the Lessee, at the Lessee's cost and expense, in any effort made by the Lessee to seek a protection order or other appropriate protection of its confidential information.

The Lessor shall notify the Lessee of any unauthorized release of confidential information within two (2) calendar days of when the Lessor knows or should have known of such unauthorized release.

The Lessor shall maintain all confidential information in confidence during the term of this Agreement and after the expiration or earlier termination of this Agreement.

If the Lessor has any questions or doubts as to whether particular material or information is confidential information, the Lessor shall obtain the prior written approval of the Lessee prior to using, disclosing, or releasing such information.

The Lessor acknowledges that the Lessee's confidential information is unique and valuable, and that the Lessee will have no adequate remedy at law if the Lessor does not comply with its confidentiality obligations under this Agreement. Therefore, the Lessee shall have the right, in addition to any other rights it may have, to obtain in any Travis County court of competent jurisdiction temporary, preliminary, and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any confidentiality obligations of the Lessor if the Lessor fails to perform any of its confidentiality obligations under this Agreement.

The Lessor shall immediately return to the Lessee all confidential information when this Agreement terminates or at such earlier time as when the confidential information is no longer required for the performance of this Agreement or when the Lessee requests that such confidential information be returned.

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code.

- 38. COMPLIANCE WITH LAWS:** The Lessor shall comply with all applicable state, federal, and local laws, including permitting and purchasing laws, in providing deliverables under this Agreement.
- 39. CONTRACT AMENDMENTS:** No modification or amendment to this Agreement will become valid unless in writing and signed by both Parties. All correspondence regarding modifications or

amendments to this Agreement will be forwarded to the Lessee for prior review and approval. Only the Executive Director of the Texas Department of Public Safety or his/her designee shall be authorized to sign changes or amendments.

- 40. NOTICES:** Any notice required or permitted under this Agreement will be directed to the respective Parties at the addresses shown below and will be deemed received: (1) when delivered in hand and a receipt granted; (2) three days after it is deposited in the United States mail by certified mail, return receipt requested; or (3) when received if sent by confirmed facsimile or confirmed email:

If to the Lessee:

Texas Department of Public Safety
5805 North Lamar Boulevard, Building A
Austin, Texas 78752
ATTN: Lynni Ward, Procurement & Contract Services
Telephone: 512-424-5541
Email: lynni.ward@dps.texas.gov

With a copy to:

Texas Department of Public Safety
5805 North Lamar Boulevard, Building G
Austin, Texas 78752
MSC-0259
ATTN: Technical Assistance Unit – Public Safety Communications Service
Telephone: (512) 424-7134
Email: DPSTEchnical.assistance@dps.texas.gov

If to the Lessor:

Lyndell M. Grubbs and Mark Grubbs
P.O. Box 290237
Kerrville, Texas 78029-0237
Telephone: 830-896-4990 ext. 813
Email: mark@ranchradiogroup.com

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individual and the date upon which it will become effective.

- 41. COMPLAINTS:** The Lessor may direct its written complaints, as well as any contract claims to the following office:

Texas Department of Public Safety
5805 North Lamar Boulevard, Building A
Austin, Texas 78752
ATTN: Procurement & Contract Services Director or designee

- 42. INTERPRETATION AGAINST THE DRAFTER:** Regardless of which party drafted this Agreement or the language at issue, any ambiguities in this Agreement or the language at issue will not be interpreted against the drafting party.

- 43. NON-INCORPORATION CLAUSE:** This Agreement embodies the entire agreement between the Parties as described herein, and there have been and are no oral or written covenants, agreements, understandings, representations, warranties, or restrictions between the Parties regarding this Agreement other than those specifically set forth herein.

- 44. MULTIPLE CONTRACTS:** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes. In making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.
- 45. HEADINGS:** The headings, captions, and arrangements used in this Agreement are, unless specified otherwise, for convenience only and will not be deemed to limit, amplify, or modify the terms of this Agreement, nor to affect the meaning thereof.
- 46. AFFIRMATION CLAUSES:** The Lessor certifies and affirms to the following:
- A. All statements and information prepared and submitted in this Agreement are current, complete, and accurate.
 - B. The Lessor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.
 - C. Signing this Agreement with a false statement will void this Agreement.
 - D. Neither the Lessor nor firm, corporation, partnership, or institution represented by the Lessor or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business and Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Agreement either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this Agreement.
 - E. The Lessor certifies that if a Texas address is shown as the address of the Lessor, the Lessor qualifies as a Texas Bidder as defined in 34 T.A.C. §20.32(68).
 - F. Under Section 2155.004 of the Texas Government Code, the Lessor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - G. Under Section 231.006 of the Texas Family Code (relating to child support), the individual or business entity named in this Agreement is eligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - H. The Lessor has provided the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business signing this Agreement. Lessors that have pre-registered this information on the CPA Centralized Master Bidders List have satisfied this requirement. If not pre-registered, the Lessor shall provide the names and Social Security Numbers to the Lessee.
 - I. The Lessor is in compliance with Section 669.003 of the Texas Government Code, relating to contracting with an executive of a state agency. If Section 669.003 applies, the Lessor shall provide the following information as an attachment to this Agreement: name of former executive; name of state agency; date of separation from state agency; position with the Lessor; and date of employment with the Lessor.
 - J. The Lessor certifies that it has not been an employee of the Lessee within the last twelve (12) months.
 - K. The Lessor agrees that any payments due under this Agreement will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
 - L. The Lessor represents and warrants that the individual signing this Agreement is authorized to sign this Agreement on behalf of the Lessor and to bind the Lessor under any contract.
 - M. The Lessor certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that the Lessor is in compliance with the State of Texas statutes and rules relating to procurement and that the Lessor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>.

- N. Under Section 2155.006 of the Texas Government Code, the Lessor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified lease and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- O. Under Section 2261.053 of the Texas Government Code, the Lessor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified lease and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- P. Payment to the Lessor and the Lessor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or 556.008 of the Texas Government Code, relating to the prohibition of using state funds for lobbying activities.
- Q. The Lessor has no actual or potential conflicts of interest in providing the deliverables to the Lessee under this Agreement, if any, and that the Lessor's provision of the deliverables under this Agreement, if any, would not reasonably create an appearance of impropriety.
- 47. CONFLICT OF INTEREST:** Under Section 2155.003 of the Texas Government Code, an employee of the Lessee may not have an interest in, or in any manner be connected with a contract or a bid for a purchase or goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and contractors who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Contractors who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of the Lessee or purchasers of other state agencies.
- 48. DRUG FREE WORKPLACE POLICY:** The Lessor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 *et seq.*) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 C.F.R. Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988, and is incorporated by reference and the Lessor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- 49. SMOKING POLICY:** The Lessee has a policy of being a smoke-free agency. This policy reflects the Lessee's commitment to providing a healthy environment for all its employees and visitors. This policy prohibits smoking within any state building or on the grounds.
- 50. ANTITRUST:** The Lessor hereby assigns to the Lessee any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States, 15 U.S.C.A. Section 1, *et seq.* (1973), and the antitrust laws of the State of Texas, Texas Business and Commerce Code, Section 15.01, *et seq.* (1967).
- 51. BUY TEXAS:** Pursuant to Section 2155.4441 of the Texas Government Code, the Lessor shall buy Texas products and materials for use in providing the deliverables authorized in this Agreement, if any, when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.
- 52. FAMILY LAW CODE:** Under Section 231.006 of the Texas Family Code, the Lessor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

53. **DEBT TO THE STATE:** Pursuant to Sections 403.055, 403.0551, and 2252.903 of the Texas Government Code, any payments due the Lessor under this Agreement will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the State of Texas.
54. **SALES AND USE TAX:** The Lessee, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act.
55. **IMMIGRATION AND U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:** This section is applicable to the extent that the Lessor has employees that will perform the duties as described herein. As of the date of execution of this Agreement, the Lessor represents that it has no employees that will perform duties as described herein. If these circumstances change, the Lessor shall notify the Lessee and comply with this section as provided below.

The Lessor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C. §1101 et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Agreement.

By entering into this Agreement, the Lessor certifies and ensures that it utilizes and shall continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas during the term of this Agreement; and
2. All persons (including subcontractors) assigned by the Lessor to perform work pursuant to this Agreement within the United States of America.

The Lessor shall provide, upon request of the Lessee, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Lessor and the Lessor's subcontractors as proof that this provision is being followed.

If this certification is falsely made, this Agreement may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Lessor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace this terminated Agreement.

56. **GENERAL PROVISIONS:** The undersigned Parties certify that it has read and understands all of the terms and conditions of this Agreement, and each Party acknowledges receipt of a true copy hereof at the time of execution.
57. **AUTHORITY:** Each individual signing this Agreement hereby represents and warrants that it has full authority to do so.

THEREFORE, this Agreement will be binding upon the Parties and is executed as of the date of the last Party to sign.

LESSOR: LYNDELL M. GRUBBS



Signature

Lyndell M. Grubbs

Name & Title

8-17-15

Date

LESSEE: TEXAS DEPARTMENT OF PUBLIC SAFETY

Robert J. Bodisch

Signature

Robert J. Bodisch, Sr., Deputy Director, Homeland Security and Services
Name & Title

8-19-15

Date



EXHIBIT B

02049

General Warranty Deed

THE STATE OF TEXAS
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS;

THAT DOLORES JUNE DAVIS JOHNSON, hereinafter referred to as "GRANTOR", whether one or more, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash, and other good and valuable consideration, in hand paid by LYNDELL M. GRUBBS, hereinafter referred to as "GRANTEE", whether one or more, the receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE the property, lying and being situated in Kerr County, Texas, together with all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and together with any and all improvements thereon (collectively, the "Property") described as follows:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

The conveyance of the Property is made and accepted SUBJECT TO the restrictions, reservations, covenants, conditions, rights-of-way, easements and other matters, if any, affecting the Property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject as aforesaid, unto GRANTEE, and GRANTEE'S heirs, legal representatives, successors and assigns, forever; and GRANTOR does hereby bind GRANTOR and GRANTOR'S heirs, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property, subject as aforesaid, unto GRANTEE and GRANTEE'S heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 21 day of February, 2002.

Dolores June Davis Johnson
DOLORES JUNE DAVIS JOHNSON

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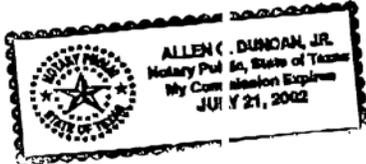
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Grantee's Name and Address:
Lyndell M.G rubbs
Wells Fargo Bank South, Ste.208
Kerrville, Texas 78029

THE STATE OF TEXAS [

COUNTY OF KERR [

THIS instrument was acknowledged before me this 21 day
of February, 2002, by DOLORES JUNE DAVIS JOHNSON.



Allen C. Duncan, Jr.
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Fidelity Abstract & Title Co.
829 Jefferson Street
Kerrville, Texas 78028

FILED BY:
FIDELITY ABSTRACT AND TITLE CO. ✓

GF# 020132F

INDEXED
 COMPARED

FILED FOR RECORD
at 4:00 o'clock P.M.

MAR - 8 2002

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Jannett Pieper Deputy

EXHIBIT "A"

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I. PROPERTY

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, containing eighty (80) acres of land, more or less, being a part of Survey Number 1435, C. & M. RR Co., Abstract No. 735, and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said Survey Number 1435;

THENCE S. 2013.9 feet to the S.W. corner of Survey No. 2527, B.S. Coleman;

THENCE S. 2° 30' W. 727.8 feet to the S.E. Corner of said Survey No. 1435;

THENCE W. 1481 feet to the center line of Farm to Market Road No. 1338;

THENCE in a northerly direction with the center line of said Highway 1338 to its intersection with the north line of said Survey No. 1435;

THENCE E. 933.9 feet to the place of beginning, and being the identical property conveyed to D.P. Braden by C.E. Marsh, et ux, by deed dated April 22, 1954, and recorded in Volume 96, Page 224, Deed Records of Kerr County, Texas, to which reference is here made for all purposes;

SAVE AND EXCEPT a 4.413 acre tract previously conveyed to the State of Texas by Deed recorded in Volume 133, Page 150, Deed Records of Kerr County, Texas and being 4.413 acres of land, more or less, out of and a part of that certain 80 acre tract of land out of the C. & M.R.R. Co. Survey No. 1435, Abstract No. 735, Kerr County, Texas, said 80 acre tract being the same land described in a deed from D.P. Braden to Judson Roland Davis dated September 18, 1954, recorded in Volume 97, Page 59, Deed Records of Kerr County, Texas; said 4.413 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the northeast right of way line of proposed Interstate Highway 10 with a southerly line of the Judson Roland Davis, et ux, property, said point being North 89° 22' 08" West 583 feet from the existing southeast corner of the said Judson Roland Davis, et ux property, and being further described as being 278.21 feet at right angles from an Engineer's Station 1044+37.00 on the centerline of the west bound lane of proposed Interstate Highway 10;

THENCE, NORTH 89° 22' 08" West, with said southerly line of Judson Roland Davis, et ux, property, a distance of 839.00 feet to the existing southwest corner of said property, same point being in the existing east right of way line of F.M. Highway 1338;

THENCE with the westerly line of the Judson Roland Davis, et ux, property, and the existing east right of way line of the F.M. Highway 1338, as follows:

NORTH 30° 54' 09" East, a distance of 80.42 feet;

NORTH 24° 49' 54" East, a distance of 116.06 feet;

NORTH 18° 36' 41" East, a distance of 310.28 feet to a point in the northeast right of way line of proposed Interstate Highway 10, said point being 203.00 feet at right angles from Engineer's Station 1052+40.00 on the centerline of the west bound lane of proposed Interstate Highway 10;

Continuation of Schedule A

G.F. No. 020132F

THENCE, SOUTH 53° 41' 11" East, a distance of 806.52 feet to the place of BEGINNING.

AND FURTHER SAVE AND EXCEPT a 38 acre tract previously conveyed to Ollie Bethelene Davis by Warranty Deed recorded in Volume 162, Page 422, Deed Records of Kerr County, Texas, and being the north 38 acres tract as recorded in Vol. 97 page 59 of the Deed Records, Kerr County, Texas, to which deed reference is hereby made for all purposes, and further described by metes and bounds as follows:

BEGINNING at the N.E. corner of Survey No. 1435 C & MRR Co. marked by 2 1/2 inch iron rod at fence corner;

THENCE south with fence line along the West line of the B.S. Coleman Sur. No. 2527 a distance of 1506.2 feet to corner marked by 1/2 inch iron rod set in fence line;

THENCE West 1112 feet to fence line on the east line of Highway #1338 called the Goat Creek Road;

THENCE along fence line N, 2° 58' E, 789.2 feet, N, 10° 15' E 260 feet, N, 19° 36' E 100 feet, N, 23° 56' E 175 ft., N, 26° 21' E 225 feet to fence corner; the N.E. corner of this 38 acre tract marked by 2 1/2 inch iron rod set at corner post;

THENCE East with fence line 875 feet to place of BEGINNING containing 38 acres of land more or less.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.



RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO THE DEPTH & DARKNESS OF PRINT, COLOR OF PRINT OR INK, BACKGROUND OF PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

Provisions herein which restrict the sale, use or lease of the described property because of color or race is invalid and unenforceable under Federal Law.



COUNTY OF KERR
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon and was duly RECORDED in the Official Public Records of Kerr County, Texas on

MAR 11 2002



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD
VOL

Real Property
1176 PG 420

RECORDING DATE

MAR 11 2002



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

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"EXHIBIT "A"

II. EXCEPTIONS

1. Standby fees, taxes and assessments by any taxing authority for the year 2002 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the Property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
2. Any visible and/or apparent roadways or easements over or across the Property.
3. Control of access to Highway IH 10, access denied, by instrument recorded in Volume 133, Page 150, Deed Records of Kerr County, Texas.
4. Right Of Way and Easement dated May 9, 1969, to Kerrville Telephone Company, recorded in Volume 5, Page 571, Easement Records of Kerr County, Texas.
5. Easement of Right of Way dated November 15, 1977, to Kerrville Telephone Company, recorded in Volume 9, Page 439, Easement Records of Kerr County, Texas.
6. Right Of Way Easement dated October 28, 1977, to Central Texas Electric Cooperative, Inc., recorded in Volume 9, Page 501, Easement Records of Kerr County, Texas.
7. Right of Way Easement dated July 26, 1977, to Central Texas Electric Cooperative, Inc., recorded in Volume 10, Page 311, Easement Records of Kerr County, Texas.
8. Right Of Way Easement dated March 27, 1986, To Central Texas Electric Cooperative, Inc., recorded in Volume 23, Page 330, Easement Records of Kerr County, Texas.
9. Easement dated August 28, 1990, to Kerrville Telephone Company, recorded in Volume 564, Page 236, Real Property Records of Kerr County, Texas.
10. Right Of Way Easement notarized on August 5, 1990, to Central Texas Electric Cooperative, Inc., recorded in Volume 579, Page 531, Real Property Records of Kerr County, Texas.
11. Rights of the public in and to that portion of the Property which lies within Farm To Market Road No. 1338.