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FILED FOR RECORD  
at 1:42 o'clock P M

**INTERLOCAL AGREEMENT FOR GROUND LEASE AND MAINTENANCE** MAY 23 2023

This Interlocal Agreement is entered into this 23<sup>rd</sup> day of May, 2023 by and between the County of Hunt, Texas (the "County"), a political subdivision of the State of Texas and the Combined Consumers Special Utility District (the "CCSUD") hereafter known as the referred to herein as (the "Parties"). This Interlocal Agreement (the "Agreement") is entered into pursuant to the authority granted to the Parties by the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act").

BECKY LANDRUM  
County Clerk, Hunt County, Tex.

**WHEREAS**, the County and CCSUD desire to establish this agreement to outline the requirements and elements of a binding contract for the construction and maintenance of a Hunt County Public Safety Radio Tower (the "Tower") at the Combined Consumers SUD Crestview Estate Road property (the "Property"); and

**WHEREAS**, CCSUD desires to have the road on the CCSUD property from Crestview Estates Road to their water tower on the property upgraded to a rock road and maintained as needed.

NOW THEREFORE, THE PARTIES HERETO HEREBY MEMORALIZE THEIR UNDERSTANDING AND AGREE TO THE FOLLOWING:

1. The County and CCSUD will agree to a ground lease for the ground area measuring sixty by sixty feet square at the northeast corner of the CCSUD water tower property on Crestview Estate Road, on which to construct the public safety radio tower and necessary support structures. The lease will continue for such a time as the County requires use of the tower for the public safety radio system that will be mounted upon the tower following construction. The CCSUD will accept a lease payment of one dollar (\$1.00) due and payable on the first day of October beginning in 2023 and continuing for each fiscal year thereafter while the lease continues.
2. The location for the ground lease will be surveyed by a licensed Texas surveyor and will be constructed with access directly to Crestview Estate Road. The sixty-by-sixty-foot (60' x 60') ground area will be located at the northeast corner of the CCSUD property beginning at the edge of the Crestview Estate Road right-of-way and will include a corresponding sixty-foot right-of-way easement from Crestview Estate Road for access. The leased area will be enclosed by a chain link security style fence a minimum of six-foot in height and be covered with crushed rock or gravel for vegetation and erosion control. The leased area security fence will have a twelve-foot access gate along the Crestview Estate Road and a culverted driveway for access.
3. The Tower will be a one hundred ninety foot (190') self-supported tower. Inside the leased area will be the tower itself and an approximately 25kW generator and an approximately ten by twelve-foot (10' x 12') prefab concrete shelter to house the radio equipment that supports the tower mounted dishes and antenna.
4. CCSUD grants the County a temporary construction easement of one hundred feet (100') along the full length of the road frontage along their Crestview Estates Road property from

which construction of Tower facilities will be conducted. Repair of any damage to the real or personal property located inside the temporary construction easement will be the responsibility of the County.

5. The County will pay for the design, engineering, and construction of the Tower, the surveying of the lease area, routing, and installation of electrical utility power for the site, construction of the perimeter security fence and access gate, the culverted driveway for access, purchase, delivery and installations of the shelter and generator.
6. The County will construct a rock road from the current CCSUD gated entrance to the base of the water tower terminating in a rock turn-around area of one hundred feet by one hundred feet square, or similar shape encompassing the same square footage, that allows for the unimpeded turning of County road maintenance vehicles. This turn-around area will be situated in the southwest corner of the CCSU Crestview Estates Road property and will cover the area where the current road leading up to the water tower terminates. CCSUD grants the County access to this turn-around area for the use of road maintenance vehicles and any vehicles operated by Tower maintenance personnel.
7. The County will maintain the rock road and turn-around on the CCSUD property as often as and in conjunction with regular road maintenance performed by Hunt County on Crestview Estates Road as provided for in a road maintenance agreement between the Hunt County and the Crestview Estates Homeowners Association entitled, "Access Easement and Maintenance Agreement". The terms of that agreement are incorporated here by reference as if fully incorporated in writing in this agreement.
8. Should either party materially breach the terms of this agreement the opposing party may terminate this agreement upon sixty (60) days written notice to the other party at the notice address provided below:

**Hunt County**  
Bobby Stovall, County Judge  
2507 Lee St. 2<sup>nd</sup> Floor  
Greenville, TX 75401

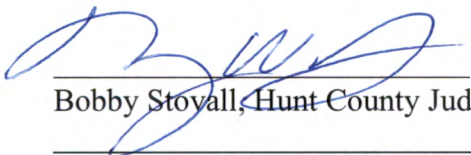
**Combined Consumers SUD**  
Drew Roberts, General Manager  
P.O. Box 2829  
10446 FM 751  
Quinlan, TX 75474

9. The County and CCSUD hereby acknowledge that their undersigned representatives have obtained the necessary authority required to enter into and perform on the Agreement.

This Interlocal Agreement is executed and entered by the undersigned this 23<sup>rd</sup> day of May, 2023.

**For the County of Hunt, Texas**

**For Combined Consumers Special Utility District**

  
Bobby Stovall, Hunt County Judge

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Andy Yates, CCSUD Board President