

THE STATE OF TEXAS
COUNTY OF HOPKINS

INTERLOCAL COOPERATION LEASE AGREEMENT

This Lease Agreement is entered into by and between the entities shown below in accordance with the authority granted in the Interlocal Cooperation Act, Chapter 791, Texas Government Code and Section 11.0171(a)(1)(B)



I. CONTRACTING PARTIES:

The Receiving Agency: Hopkins County (COUNTY)
The Performing Entity: Como-Pickton Consolidated Independant School District(CPCISD)

II. STATEMENT OF SERVICES TO BE PERFORMED:

A. Subject to the terms and conditions of this Agreement, COUNTY grants CPCISD the use and occupancy of, for a term of ten (10) years, beginning April 14, 2026 and ending March 31, 2036 unless sooner terminated in accordance with the terms of this agreement, the following described Premises situated in Sulphur Springs, Hopkins County, Texas:

COUNTY is the owner of a 246.0 ft radio tower on the following described land located in the County of Hopkins, Texas (Lat. 33-06-14.7 N Long. 095-33-37.1 W) ("Premises")

B. COUNTY authorizes CPCISD to install, operate and maintain one (1) antenna system to said radio tower and utilize COUNTY's facilities for placement of CPCISD's radio equipment at the Premises. For such purposes COUNTY, to the extent that it has the right to do so, grants to CPCISD the right of ingress and egress to and from said Premises.

C. CPCISD shall use the Premises for its lawful purposes and for no other purpose. All operations of CPCISD hereunder shall be conducted in such a manner so as not to interfere with the communication facilities serving the activities of COUNTY, and should CPCISD's said activities, in the opinion of COUNTY, interfere in any manner with said communication facilities or those of another licensee now occupying said tower, CPCISD shall upon written notice from COUNTY promptly repair or remove the cause of such interference. And, upon CPCISD's failure or inability to do so, COUNTY may at its option terminate this Agreement, and CPCISD's rights hereunder, by giving thirty (30) days written notice to CPCISD, in which event CPCISD shall promptly cease its operations hereunder and remove all facilities from said Premises.

D. COUNTY agrees to maintain the radio tower and equipment house, if furnished as a part of this Agreement, in properly operating condition. Cost of lighting, painting and repair to COUNTY's property shall be borne by COUNTY. If, under the terms of this Agreement, CPCISD furnishes an equipment house, CPCISD agrees to maintain it in satisfactory condition as to appearance and safety.

E. CPCISD agrees to comply with all statutes and regulations of Federal, State, County, and other governmental agencies applicable to said property and CPCISD's property installed thereon. CPCISD agrees to be bound by all applicable stipulations of the existing agreement between the COUNTY and USACE pertaining to said premises, attached to and incorporated herein.

F. Title to all radio equipment installed on the premises by CPCISD shall remain with the CPCISD even though permanently affixed to said Premises. Upon termination of this Agreement CPCISD shall remove all radio equipment and any other property of CPCISD from the Premises. Any property not removed within ninety (90) days of the termination of this Agreement shall become the property of the COUNTY.

G. Should the tower on the Premises be destroyed or damaged to such an extent that the same shall be thereby rendered unusable, then, in such event, this lease may be terminated, at the option of CPCISD, by giving written notice to that effect to COUNTY, and this lease shall be deemed terminated as of the end of the calendar month during which such notice is received by COUNTY. Neither CPCISD nor COUNTY shall be under no obligation to repair or reconstruct the premises or any portion thereof.

H. This Lease Agreement shall be governed by the laws of the State of Texas. Venue for all purposes related to this Lease Agreement shall be Hopkins County, Texas.

I. Should any provision of this Lease Agreement be declared to be invalid by a court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provision of this Lease Agreement.

G.

III. AGREEMENT AMOUNT:

The use of radio tower space on the Premises will be provided at no cost to either party. This Agreement is not a fiscal or funds obligation document.

IV. TERM OF AGREEMENT; AMENDMENT:

The term of this Agreement shall remain in full force for an initial term of ten (10) years from April 14, 2026, or upon execution whichever is later to March 31, 2036 and may be extended by similar ten (10) year periods under the same terms and conditions as the original agreement by mutual agreement between both parties. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Any disputes arising from this agreement shall be resolved using Chapter 2260 of the Texas Government Code.

V. TERMINATION:

Except as otherwise described herein, this agreement may be terminated at any time by either party by providing six (6) months prior written notice of such termination to the other party.

VI. KEY OFFICIALS

All communications and notices regarding this Agreement will be directed to the following Key Official(s) for each Party:

The Key Officials specified in this Agreement are considered to be essential to ensure maximum coordination and communication between the Parties, to ensure that the terms of this Agreement are met, and to ensure that the goals of the Parties are fulfilled. Upon advance written notice, either Party may designate an alternate to act in the place of the designated Key Official.

A. For the Como Pickton Consolidated Independant School District:

Purchasing and Contracting
lydia Walden
13017 TX HWY 11 East
Como, Texas 75431
E-mail:walden@cpcisd
Telephone:903-951-8789

B. For Hopkins County:

Andy Endsley
Fire Chief/Emergency Management Coordinator
1286 Texas St.
Sulphur Springs, TX 75482
Email: aendsley@hopkinscountytexas.org
Telephone: 903-439-6217

Robert Newsom
Hopkins County Judge
118 Church Street, Courthouse
Sulphur Springs, Texas 75482
newsom@hopkinscountytexas.org
903-438-4006

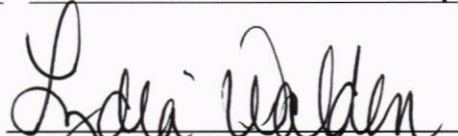
RECEIVING AGENCY

PERFORMING AGENCY

Hopkins County

Como-Pickton Consolidated Independent School District


Authorized Signature


Authorized Signature

County Judge
Title

Superintendent
Title

4-14-26
Date

4/14/26
Date

Registration Search

Registration 1234491

HE

[New Search](#) [Return to Results](#) [Printable Page](#) [Reference Copy](#) [Map Registration](#)

Registration Detail

Reg Number	1234491	Status	Constructed
File Number	A0331956	Constructed	07/21/1972
EMI	No	Dismantled	
NEPA	No		

Antenna Structure

Structure Type TOWER - Free standing or Guyed Structure used for Commu

Location (in NAD83 Coordinates - Convert to NAD27)

Lat/Long	33-06-14.7 N 095-33-37.1 W	Address	Hopkins County Road 2307 @ the old Martin Springs landfill
City, State	Sulphur Springs , TX		
Zip	75482	County	HOPKINS
Center of AM Array		Position of Tower in Array	

Heights (meters)

Elevation of Site Above Mean Sea Level	Overall Height Above Ground (AGL)
155.0	91.0
Overall Height Above Mean Sea Level	Overall Height Above Ground w/o Appurtenances
246.0	85.0

Painting and Lighting Specifications

FAA Chapters 3, 4, 5, 12
Paint and Light in Accordance with FAA Circular Number 70/7460-1K

FAA Notification

FAA Study	02-ASW-1892-OE	FAA Issue Date	05/22/2002
-----------	----------------	----------------	------------

Owner & Contact Information

FRN	0005642391	Owner Entity Type	
-----	------------	-------------------	--

Owner

Hopkins, County of Attention To: County Judge Cletis Millsap P.O. Box 288 Sulphur Springs , TX 75483	P: (903)438-4006 F: E: ctysec@hopkinscountytx.org
---	---

Contact

	P: F: E:
--	----------------

Last Action Status

Status	Constructed	Received	06/25/2003
Purpose	Notification	Entered	06/25/2003
Mode	Interactive		

Related Applications

06/25/2003	A0331956 - Notification (NT)
06/12/2002	A0269434 - New (NE)

Comments

Comments

None

History

Date	Event
06/25/2003	Construction Notification Received
06/16/2003	Construction Reminder Letter Sent
06/13/2002	Registration Printed

[All History \(4\)](#)

Pleadings

Pleading Type	File Name	Description	Date Entered
None			

Automated Letters

06/16/2003	Construction Reminder , Reference 288001
06/13/2002	Authorization , Reference 224333

COUNTY OF HOPKINS
ACC REGISTRATION NUMBER
124491
AUTHORIZED ACCESS ONLY
CONTACT
HOPKINS COUNTY SHERIFF'S OFFICE
P.O. BOX 100
DALLAS, TEXAS 75201
903-842-8700

**PROPERTY OF
HOPKINS COUNTY
1120 CR 2309
SULPHUR SPRINGS, TX
FOR EMERGENCY CONTACT
903-438-4040**



