

Site Lease Agreement

This Site Lease Agreement (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2026, (the “**Effective Date**”) by and between The City of Eagle Pass, a Texas municipality, (“**Lessor**”), and Gibraltar Construction Company, Inc., a Maryland corporation and its affiliates (“**Lessee**”). Each of Lessor and Lessee may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

WHEREAS Lessor owns real property located at 100 Garrison St. South, Eagle Pass, TX, 78852 consisting of approximately 44.42 acres of Land (the “**Property**”) as more particularly described in Exhibit A; and

WHEREAS Lessee is a provider of general construction services and

WHEREAS Lessee desires to lease from Lessor a certain portion of real property subject to the terms and conditions herein to facilitate Lessee’s general construction services.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and the good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Agreement to Lease.** Lessor hereby grants to Lessee, according to the terms and conditions set forth herein, a lease in approximately 2.3 acres of land on the Property, together with access across the Property, to Lessee’s telecommunications and broadband equipment (collectively, the “**Site**”), as more particularly described in Exhibit A.
- 2. Purpose.** The Site may be used and occupied exclusively by Lessee for the installation, operation, maintenance and replacement of all construction equipment and materials (collectively, the “**Facility**”) to provide general construction services pertaining to their contract (the “**Permitted Use**”): The Facility shall be the exclusive property of Lessee. Nothing herein shall give Lessee the right to use the Site for any other purpose without the prior written consent of Lessor, which consent shall not be unreasonably conditioned, delayed, or withheld.
- 3. Term.** This Agreement will be for a term (the “**Term**”) beginning on the Effective Date and continuing for one (1) years thereafter, unless otherwise earlier terminated as provided herein. Lessor will deliver non-exclusive and lawful possession of the Site to Lessee on the Effective Date for Lessee to commence constructing Lessee’s Facility. The Parties may elect to extend the Term of this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.
- 4. Rent.** Commencing on the Effective Date, Lessee will pay Lessor monthly rent for the Site in advance of one thousand and No/100 (\$1000) per month (“**Rent**”). Lessee shall pay Lessor the first month’s Rent prorated to cover only the remainder of the then current calendar month. Thereafter during the Term, Rent will be due and payable on the first of each month. Rent paid after the thirtieth day of each month will

be deemed as late; and if rent is not paid within ten (10) days after such late payment date, Lessee agrees to pay a late charge of ten percent (10%) of the balance due. The monthly Rent shall escalate by three percent (3%) at the end of every year while this Agreement is in effect.

5. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement. If Lessee does retain possession past the Term, Lessee shall pay a holdover fee of 125% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. Notwithstanding the above, in the event that Lessee and Lessor are engaged in good faith negotiations upon and subsequent to termination, Lessee may retain possession pending resolution of such negotiations, but in no case longer than 180 days.

6. Surrender of the Site. Lessee shall return the Site to Lessor upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Upon the expiration or earlier termination of this Agreement, Lessee will remove the Facility from the Site at the sole cost and expense of Lessee. Any Lessee property left on the Site after ninety (90) days following the expiration or earlier termination of this Agreement will be deemed to have been abandoned by Lessee and may be retained by Lessor. Lessee will pay Lessor for all reasonable expenses incurred by Lessor in connection with the removal of such property, including, but not limited to, the cost of repairing any material damage to the Site caused by the removal of such property (unless such damage is caused by Lessor or Lessor's contractors or agents), reasonable wear and tear excepted. Notwithstanding the above, in the event that Lessee and Lessor are engaged in good faith negotiations upon and subsequent to termination, the Facility may remain in-place pending resolution of such negotiations, but in no case longer than 180 days. Lessee's obligation to observe and perform this covenant will survive the expiration or other termination of this Agreement for a period of one (1) year.

7. Condition of the Site. Lessee has examined the Site and accepts the Site in its current "as is" condition and, except as expressly set forth herein, Lessor makes no representation or warranty, express or implied, including but not limited to, any warranty of fitness for a particular purpose. Lessee acknowledges that Lessee has not relied on any representations or warranties by Lessor in entering this Agreement.

8. Use of the Site. Lessee will not use the Site for any unlawful purpose or in any manner that will materially harm Lessor's interest in the Site or the Property. Lessee shall not interfere with Lessor's present operations or communications setups or other present lessees or other agreements of Lessor. Lessor shall not use, nor shall Lessor permit its tenants, lessees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Lessee, and Lessor shall promptly terminate any such interference. Lessee will not dispose of waste upon the Site and, at its sole expense, will maintain the Site in good repair and make all necessary repairs thereto.

9. Access to Site. Lessee, its employees, contractors, subcontractors and agents shall have access to the Site on a 24x7x365 basis to make any necessary maintenance and repairs and as may otherwise be needed to operate Lessee's business.

10. Improvements and Alterations.

10.1 Upon the Effective Date of this Agreement or as otherwise agreed to between the Parties, Lessee shall commence construction of the Facility and, if applicable, make the improvements and alterations as necessary.

11. Hazardous Substances. Lessee will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. Signs. Subject to local zoning regulations, Lessee shall have the right to place a reasonable sign on the exterior of the Facility and/or its front gate, if applicable, to identify its ownership, business, and emergency telephone numbers.

13. No Mechanics Lien. Lessee will pay or cause to be paid all costs and charges for work (a) done by Lessee or caused to be done by Lessee in or to the Site, and (b) for all materials furnished for or in connection with such work. Lessee will not permit any mechanics or other liens to be filed against Lessor's interest to the Site or the Property as a result of any work performed for or obligations incurred by Lessee. Lessee will indemnify Lessor for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

14. Permits and Approvals. Lessee will be responsible for obtaining all licenses, permits, and approvals required by any federal, state, or local authority in connection with its use of the Site. Lessor will cooperate with Lessee and provide the necessary documents to obtain such licenses, permits, and approvals.

15. Compliance with Laws. Lessee covenants and agrees to comply with all federal, state, and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws.

16. Taxes. Lessee shall pay all taxes or assessments which are levied or charged on Lessee's personal property in the Site during the Term.

17. Indemnification. Lessee, on behalf of itself and its affiliates ("**Indemnitor**") hereby agrees to indemnify, defend, protect, and hold harmless the City of Eagle Pass and its affiliates ("**Indemnitee**"), from and against, and assumes liability for all claims, suits, actions, damages, costs and expenses (including reasonable attorneys' fees and costs of litigation) (collectively, "**Claims**") which in whole or in part arise out of or result from (a) the grossly negligent or willful acts, omissions, or willful misconduct of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement; (b) any breach of a representation, warranty, covenant or agreement made or to be performed by the Indemnitor in this Agreement, (c) any act or failure to act by the Indemnitor in regard to the performance of this Agreement, or (d) the violation of any law, regulation, rules, tariffs, dockets, ordinances, orders or guidelines, or other regulatory requirements applicable to this Agreement by the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement. The Indemnitor's indemnification obligations hereunder shall not be applicable to any Claims arising from the

Indemnitee's gross negligence, intentional acts, omissions, willful misconduct, or the Indemnitee's violation of any law or regulation.

18. Limitation of Liability.

18.1. Neither Party shall be liable for loss or damage occasioned by a Force Majeure Event. Lessee's total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages proven by the Lessor; or (ii) an amount equivalent to the total rent paid by Lessee over the twelve (12) months preceding the cause of action. No cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging a cause of action may be asserted by either Party against the other Party.

18.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, COST OF PURCHASING REPLACEMENT SERVICES OR LOSS OF USE, INCURRED OR SUFFERED BY EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH, THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, OR ANY LEGAL THEORY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL OF SUCH DAMAGES ARE HEREBY EXPRESSLY WAIVED BY LESSOR AND LESSEE.

18.3. Neither Party is responsible or liable to the other Party for any loss, claim, damage, or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Property resulting from the gross negligence or willful misconduct of the other Party.

19. Default.

19.1 The following shall each constitute an "**Event of Default**":

19.1.1 By Lessee, if Lessee fails to make any required payment due within thirty (30) days of receiving notice of the breach from Lessor.

19.1.2 By either Party, if either Party fails to perform any obligation or condition or to comply with any term or provision of this Agreement if such failure continues for thirty (30) days (except where a different period of time is specified in this Agreement, in which case such different time period shall apply) after delivery of written notice thereof; however, if the nature of the default is such that it cannot be cured within the thirty (30) day period, no default shall exist if the cure is commenced within the thirty (30) day period and is thereafter diligently pursued until completion.

19.1.3 By either Party, if either Party files a petition for bankruptcy, reorganization, liquidation, or similar relief, or makes an assignment for the benefit of creditors.

19.2 Remedies Upon Default.

19.2.1 Upon the occurrence of an Event of Default by Lessee, Lessor shall have the right to terminate this Agreement and recover possession of the Site by giving written notice to Lessee of Lessor's election to terminate this Agreement, which termination shall be effective upon receipt of notice by Lessee.

19.2.2 Upon the occurrence of an Event of Default by Lessor, Lessee shall have the right to terminate this Agreement by giving written notice to Lessor of Lessee's election to terminate this Agreement, which termination shall be effective upon receipt of notice by Lessor.

19.2.3 Either Party may at its sole option, but without any obligation, cure a non-monetary breach at the defaulting Party's expense at any point and invoice the defaulting Party for the same. The non-defaulting Party's rights hereunder shall be in addition to, and not a substitute for, all other remedies contained in this Agreement or any other right or remedy now or hereafter existing at law or equity against the defaulting Party.

20. Dispute Resolution. Except for an action seeking a temporary restraining order or injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this section with respect to any controversy or claim arising out of or relating to this Agreement. For a period of thirty (30) days after notice from either Party, unless during such thirty (30) day notice period any applicable statute of limitation or other limitation of actions is set to expire or toll, the Parties shall attempt in good faith to resolve the dispute by direct negotiation of representatives of the Parties. If the Parties do not resolve the dispute within such period, the dispute may then be settled by any legal means available to the Parties.

21. Force Majeure. Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action, request or failure to act of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, pandemic, insurrection, riot, war, strike, lockout, or work stoppage (each, a "**Force Majeure Event**"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event, and performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

22. Insurance.

22.1 Insurance Requirements.

At all times during the Term of this Lease, Lessee shall, at its sole cost and expense, procure, maintain, and comply with all insurance requirements set forth in Exhibit B attached hereto and incorporated herein by reference. Exhibit A shall exclusively govern and control all insurance obligations of Lessee, including, without limitation, required coverages, limits, endorsements, duration, and all other related provisions.

22.2 Evidence of Insurance.

Lessee shall furnish to Lessor, upon request and as a condition precedent to occupancy and continued performance under this Lease, certificates of insurance and any policies or endorsements required by Exhibit A or requested by Lessor demonstrating full compliance. Lessor shall have the right to withhold consent to occupancy or declare a default for failure to comply.

22.3 Policy Requirements.

All insurance maintained by Lessee shall strictly comply with the requirements of Exhibit A, including, without limitation, provisions relating to additional insured status, primary and non-contributory coverage, waiver of subrogation, insurer qualifications, and endorsements. Any policy that does not strictly conform shall be deemed noncompliant.

22.4 No Limitation of Liability.

Lessee's insurance obligations under this Lease and Exhibit A shall not limit or restrict Lessee's liability under this Lease. Compliance with Exhibit A shall not be construed to limit Lessee's indemnity or other obligations.

22.5 Remedies.

Failure of Lessee to procure, maintain, or provide evidence of the insurance required under Exhibit A shall constitute a material breach of this Lease, and Lessor shall have the right to exercise any and all remedies available at law or in equity, including suspension of access to the Site or termination of this Lease.

22.6 Survival.

All insurance obligations that, by their nature or by the terms of Exhibit A, extend beyond the Term shall survive termination or expiration of this Lease.

23. Casualty.

23.1 Termination Rights.

If the Site is substantially damaged or destroyed by fire or other casualty, Lessor shall have the sole option, exercisable by written notice to Lessee within a reasonable time after such casualty, to terminate this Lease. Lessee shall have no right to terminate this Lease except as expressly provided herein.

23.2 Repair Obligations.

If this Lease is not terminated by Lessor, Lessor may, but shall not be obligated to, repair or restore the Site, and any such repair or restoration shall be performed in Lessor's sole discretion and subject to the availability of insurance proceeds and applicable governmental requirements. Lessor shall not be liable for any delay in completion of such repairs.

23.3 Rent Abatement.

In the event the Site is rendered unusable for its intended purpose due to casualty, rent shall be

abated on a proportionate basis only for the period during which the Site is actually unusable, as reasonably determined by Lessor.

23.4 Insurance Proceeds.

All insurance proceeds shall belong to and be controlled by Lessor, and Lessor shall have sole discretion regarding application of such proceeds, including whether to repair or restore the Site.

23.5 No Liability.

Lessor shall not be liable to Lessee for any inconvenience, loss of business, or damages arising from any casualty or from any repair, restoration, or failure to repair or restore the Site.

24. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, and permitted assigns. A Party ("**Assignor**") may not assign, sell, or otherwise transfer ("**Transfer**") this Agreement, in whole or in part, without the express written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may Transfer this Agreement in its entirety, without the prior consent of the other Party, if such Transfer is (i) to any entity that purchases or acquires all or substantially all of the assets of the Assignor, or any other entity formed by or surviving the merger, reorganization, consolidation or amalgamation of the Assignor and any other entity; (ii) a transfer of all or substantially all of the assets of the Assignor; (iii) to any firm, corporation, or entity which the Assignor controls, is controlled by, or is under common control with; or (iv) for any business reorganization that may result in a change in majority control, investor ownership, or refinancing. In the event of a Transfer, the assignee shall assume all duties, obligations, and responsibilities of the Assignor set forth in this Agreement.

25. Notices. All notices, demands, requests, and other communications required or permitted under this Agreement shall be in writing and shall be deemed properly given (a) if delivered in person to a Party; (b) if delivered by an overnight delivery service, private courier, or commercial courier; or (c) if delivered by the United States Postal Service via certified or registered mail with return receipt requested. All notices so given shall be deemed effective on actual delivery or if delivery is refused, upon refusal. All notices shall be delivered at the following addresses:

If to the Lessor:

City of Eagle Pass
100 S. Monroe
Eagle Pass, Texas 78852
Attention: City Manager

If to the Lessee:

Gibraltar Construction Company, Inc
42 Hudson St., Ste 107
Annapolis, MD
Attention: Caleb Starnes

26. Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other Party that:

26.1 It has the full power, right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

26.2 This Agreement constitutes its legal, valid, and binding obligation enforceable against such Party in accordance with its terms; and

26.3 The individuals signing this Agreement on behalf of Lessor and Lessee are empowered and duly authorized to bind Lessor or Lessee, as the case may be, to this Agreement.

27. Subordination. This Agreement and Lessee's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Lessor. Upon request of Lessor, Lessee will enter into a reasonable subordination agreement or other customary form as required by the lien holder.

28. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other fiduciary relationship between the Parties other than that of Lessor and Lessee. Neither Party is authorized to act as an agent or on behalf of the other Party.

29. Condemnation. In the event that all or a material portion of the Site necessary for Lessee's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date.

30. Quiet Enjoyment. If Lessee pays the Rent and performs all other obligations under this Agreement, Lessee may peaceably and quietly hold and enjoy the Site during the Term without any interference from Lessor or Lessor's employees, contractors, or agents.

31. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

32. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing. No express waiver shall affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

33. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

34. Governing Law. This Agreement shall be governed by, enforced, and construed in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Texas, without regard to choice of law principles. Venue for any legal action relating to this Agreement shall be the State Court in and for the County of Maverick, Texas.

35. Amendments. This Agreement may not be modified except in writing signed and acknowledged by both Parties.

36. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

37. Entire Agreement. This Agreement and its Exhibits constitute the entire understanding between the Parties and supersedes and replaces any and all prior understandings, agreements, negotiations, and communications, whether written or oral, between the Parties relating to the subject matter hereof, and the transactions provided for herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect.

38. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document. This Agreement may be executed via a recognized electronic signature service (e.g., DocuSign), or may be signed, scanned, and emailed to the other Party, and any such signatures shall be treated as original signatures for all applicable purposes.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

LESSOR

LESSEE

City of Eagle Pass

Gibraltar Construction Company, Inc

Signature

Signature

Homero Balderas

Print Name

Print Name

City Manager

Title

Title

Date

Date

Exhibit A Property Description

Parcel ID: 5290; Owner: City of Eagle Pass; 44.42 Acres

Legal Description: ABSTRACT A0744, MUNOZ, JOSE MA, SURVEY 35, (INCLUDES SHELBY PARK), ACRES 44.42

Commonly referred to as: Shelby Park

Shown on map below:

