

## AMENDMENT TO LEASE

THE STATE OF TEXAS )(  
COUNTY OF TRAVIS )(  
)

AMENDMENT 1

TO CONTRACT NO. 516816

**It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered contract to amend said contract as follows:**

In accordance with Section IV, both parties mutually agree to extend the lease agreement for radio tower space. The extended period of performance for this contract is from January 1, 2021 and shall continue through December 31, 2022.

LESSEE agrees to pay LESSOR the sum of two hundred dollars (\$200.00) per calendar year (January 1 – December 31), to be paid annually in advance no later than January 31<sup>st</sup> of each year.

The lease amount is revised from \$400.00 to \$600.00 with this amendment.

This Amendment shall become effective January 1, 2021.

**Except as provided herein, all terms and conditions of the contract number referenced above, as heretofore changed, remain unchanged and in full force and effect.**

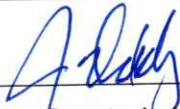
LESSEE

LESSOR

TEXAS PARKS AND WILDLIFE DEPARTMENT

BURNET COUNTY

By: Jennifer O'Leary, CTCD, CTCM  
Contract Specialist

By:   
County Judge

Date

12-8-2020  
Date

THE STATE OF TEXAS

INTERLOCAL COOPERATION CONTRACT  
LEASE AGREEMENT

COUNTY OF TRAVIS

This Lease Agreement is entered into by and between the agencies shown below in accordance with the authority granted in the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Parks & Wildlife Department (TPWD)

The Performing Agency: County of Burnet (COUNTY)

II. STATEMENT OF SERVICES TO BE PERFORMED:

- A. Subject to the terms and conditions of this Interlocal Cooperation Contract Lease Agreement, COUNTY grants TPWD the use and occupancy, for a term of two (2) years, beginning January 1, 2019 or upon signature by both parties, whichever is later, and ending December 31, 2020 unless sooner terminated in accordance with the terms of this contract, the following described premises situated in the City of Burnet, Burnet County, Texas:

COUNTY is the owner of a 206 ft marked and/or lighted radio tower on the following described land ("site") located on Highway 281 North of Burnet, Burnet County, Texas (Longitude 98-14-14.04W Latitude 30-48-36.48N NAO 83).

- B. As rental for the use of radio tower space on said leased premises from January 1, 2019 to December 31, 2020, it is mutually agreed upon by both parties that TPWD covenants and agrees to pay COUNTY the sum of \$200 (two hundred dollars) annually. Payments made in advance on or before January 1.
- C. COUNTY authorizes TPWD to install, operate and maintain one (1) stand-alone radio and antenna on the VHF Conventional System and utilize COUNTY's facilities for placement of TPWD's radio equipment at Burnet, Texas. For such purposes, COUNTY, to the extent that they have the right to do so, grant to TPWD the right of ingress and egress to and from said premises.
- D. TPWD shall use the Premises for its lawful purposes and for no other purpose. All operations of TPWD hereunder shall be conducted in such a manner so as not to interfere with the communication facilities serving the activities of COUNTY, and should TPWD'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, TPWD shall upon written notice from COUNTY, promptly eliminate the interference or remove the cause of such interference. And, upon TPWD's failure or inability to do so, COUNTY may at their option terminate this Lease Agreement, and TPWD's rights hereunder, by giving (30) days written notice to TPWD, in which event TPWD shall promptly cease its operations hereunder and remove all equipment/facilities from said premises.
- E. TPWD agrees to comply with all statutes and regulations of Federal, State, County, and other governmental agencies applicable to said property and TPWD's property installed thereon.
- F. Title to all radio equipment installed on the premises by TPWD shall remain with TPWD even though permanently affixed to said premises. Upon termination of this Lease Agreement TPWD shall remove all radio equipment and any other property of TPWD from the premises.
- 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

TPWD, by giving written notice to that effect to COUNTY, and this Lease Agreement shall be deemed terminated as of the end of the calendar month during which such notice is received by COUNTY. 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 Travis 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.
- J. This Lease Agreement may not be assigned by TPWD without the express written agreement of COUNTY.
- K. No amendment to this Lease Agreement is valid unless reduced to writing and signed by an authorized representative of COUNTY and TPWD.
- L. This Lease Agreement shall be effective as of the date that all parties execute this Lease Agreement. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument.
- M. In the event of interference with the Regional Trunked Radio System and notification by the Lessor; Lessee agrees to eliminate the interference or remove their equipment immediately or the Lessor may terminate the lease with or without cause.

**III. CONTRACT AMOUNT:**

The total amount of this Lease Agreement shall not exceed: \$400 (four hundred dollars).

**IV. TERM OF CONTRACT:**

The term of this Lease Agreement shall remain in full force for an initial term of two (2) years from January 1, 2019, or upon signature by both parties whichever is later and shall terminate December 31, 2020.

This Lease Agreement may be renewed up to two (2) times for a period of (2) years each under the same terms and conditions as the original Lease Agreement plus any agreed upon changes by mutual written agreement between both parties.

This Lease Agreement may be terminated by either party, by providing six (6) months prior written notice of such termination to the other party.

TEXAS PARKS AND WILDLIFE DEPARTMENT

By Jennifer O'Leary for Tammy Dunham By J. Dally  
Tammy Dunham, CTCD, CTPM

BURNET COUNTY -

Authorized Signature

Purchasing and Contracting Director

Title

Date: 12/28/18

County Judge

Title

Date: 12-20-18