

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AMENDMENT No. 1 to
SERVICE CONTRACT
C-11-026-03-21

This **AMENDMENT** to the **CONTRACT** between **O. E. Investments, Inc.**, (the “Lessor”) and **HIDALGO COUNTY** (the “Lessee”), effective the **17th** day of **May, 2011**, is made between the Lessor and the Lessee, (the “Amendment”), as follows:

WHEREAS, Lessor and Lessee entered into a Contract dated **March 21, 2011**, with the “initial lease term” commencing, March 1, 2011, expiring February 29, 2012, in which the Lessor agreed to lease: “**Lease of a Tower Space**” for the **Hidalgo County Sheriff’s Office**” (the “Lease”);

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of this mutually agreed Amendment to the Lease, Lessor and Lessee hereby agree to the following Amendment to the Lease Agreement:

1. Article 4 (Utilities), in the Contract is hereby deleted in its entirety and replaced with the following in lieu thereof:

Article 4 - Utilities – Lessor shall pay or cause to be paid all charges for electricity used on the Property throughout the term of this lease.

2. Article 7.03 (Addition of New and Replacement Equipment) in the Contract is hereby deleted in its entirety and replaced with the following in lieu thereof:

Article 7.03 - Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee’s expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added.

3. Article 12.02 (Duty Not to Impair Lessee’s Operations) in the Contract is hereby deleted in its entirety and replaced with the following in lieu thereof:

Article 12.02 - Duty Not to Impair Lessee’s Operations. Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee’s use of the Property, and Lessor shall require any other lessee’s and licensees’ use and operation of radio or television transmission equipment on the Property to be only utilized in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property.

4. Except as modified herein, all terms and conditions of the Lease, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

**LESSEE
HIDALGO COUNTY**

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

**LESSOR
O. E. INVESTMENTS, INC.**

By: _____

Othal E. Brand, Jr. _____
Printed Name

Title: President _____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney