

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO PARK LEASE AGREEMENT

This First Amendment to Park Lease Agreement is entered into by and between the Valley View Independent School District (“Lessor”) and the County of Hidalgo (“Lessee”), effective the ____ day of _____, 2019.

WHEREAS, by that certain Park Lease Agreement dated April 2, 2019, (“Park Lease Agreement”) Lessor and Lessee agreed to the terms and provisions of the Park Lease Agreement to facilitate the public purpose of providing park facilities to the public; and

WHEREAS, the Lessee is utilizing funds from its Series 2018 B Certificates of Obligation to fund part or all of the improvements to the All Inclusive Park, as defined in the Park Lease Agreement.

NOW THEREFORE, for and in consideration of Lessee utilizing funds from its Series 2018 B Certificates of Obligation to improve such All Inclusive Park and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and these mutually agreed upon amendments to the Park Lease Agreement; Lessor and Lessee hereby agree to the following amendments to the Park Lease Agreement:

1. The fourth “Whereas Clause” of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

WHEREAS, Lessor finds and represents the development of Lessor’s real property as a public park serves a public purpose of recreation for the public;

2. The fifth “Whereas Clause” is deleted in its entirety and the following is substituted in lieu thereof:

WHEREAS, Lessor and Lessee find and represents each to the other it is in Lessor’s and Lessee’s best interests to enter into this Agreement to facilitate the public purpose of providing park facilities to the public in this area of Hidalgo County, Texas;

3. Immediately after the “NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows” and immediately before the paragraph titled PURPOSE, the following paragraph titled FINDINGS shall be added as follows:

FINDINGS

Lessor has determined and finds that the use of the public park and its facilities by the general public for the time periods and for the days specified elsewhere in this Lease during the initial term and renewal term of the Lease constitutes a public use of Lessor's property and should the Lessor unilaterally terminate this Lease prior to the initial twenty-five (25) year term, Lessee may, but is not obligated, to remove any and all improvements undertaken by Lessee. In the event Lessor terminates this Lease prior to the expiration of the initial term of this Lease and Lessee does not desire to remove any and all improvements to the property described on Exhibit A attached hereto, Lessor shall pay to Lessee the depreciated value of any and all improvements made by Lessee to the property described on Exhibit A attached hereto within thirty (30) days of Lessee's written notice to Lessor that Lessee elects not to remove any and all improvements made by Lessee to the property described on Exhibit A attached hereto.

Lessor adopts, finds and represents to Lessee the findings made in the previous paragraph and further adopts, finds and represents to Lessee that no agreement, or conditions or covenant in any agreement with any private individual or governmental entity, including covenants under any lease, bond obligation, or rules and regulations of the Texas Education Agency, prohibit the use of the property described on Exhibit A attached hereto for the permitted uses as set out in the terms of this Lease.

Lessee relies on Lessor's representations and findings in entering into this Lease.

Lessor and Lessee find and represent each to the other that the property described on Exhibit A attached hereto will be used exclusively for park and recreational purposes and for use by the public.

4. In Article 1.2 add immediately after 1.2 the letter "a" in parenthesis "(a)".
5. Add Article 1.2 (b) to the Park Lease Agreement to read as follows:

1.2 (b) Lessor and Lessee, each, retains the continuing right to terminate, at the expiration of each budget period of the respective local government during the term of the Lease, conditioned on a best efforts attempt by the governing body to obtain and appropriate funds for payment of the any obligation arising out of the Lease, including maintenance and operations thereof, and thus, the obligations of both parties hereto is a commitment of the local government's current revenues only.

Should Lessor unilaterally terminate the lease prior to the initial the twenty-five year (25) year term for any reason, Lessee may, but shall not obligated, to remove any and all improvements placed on the leased premises by Lessee. Notwithstanding the previous sentence or Article 6.2 herein should Lessee not desire to remove any and all Lessee improvements to the property described on Exhibit A attached hereto, Lessor shall pay to Lessee the depreciated value of any such improvements made by Lessee to the property described on Exhibit A within thirty (30) days following written notice from Lessee to Lessor identifying such improvements Lessee does not desire to remove from the property described on Exhibit A attached hereto.

6. Add Article 1.5. to the Park Lease Agreement to read as follows:

No agreement, covenants or conditions including covenants under any agreement, including an existing lease agreement, bond covenants or rules and regulations of the Texas Education Agency (TEA) prohibits the use of the leased premises for the permitted uses set out in the Lease. Lessor represents that TEA has advised Lessor in writing that Lessor is not prohibited from leasing the leased premises to be used for the permitted uses in the Lease.

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

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

ATTEST:

By: _____
Susana Arredondo, Board Secretary

LESSOR:

VALLEY VIEW INDEPENDENT SCHOOL
DISTRICT

By: _____
Name: Jose A. Rosillo
Board President

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

LESSEE:

HIDALGO COUNTY

By: _____
Richard F. Cortez, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain