

**STATE OF TEXAS           §**

**COUNTY OF HIDALGO   §**

**FIRST AMENDMENT TO LEASE AGREEMENT**

This Amendment to Lease Agreement by and between The County of Hidalgo, Texas and LPJ Family Limited Partnership is made this \_\_\_ day of \_\_\_\_\_, 2019 between the parties, as follows:

WHEREAS, on April 15, 2016, Hidalgo County (the “Lessee”) entered into that certain Lease Agreement (the “Lease Agreement”) with LPJ Family Limited Partnership (the “Lessor”), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the parties to the Lease Agreement due to a change in circumstances have negotiated revisions to the Lease Agreement; and

WHEREAS, the parties desire to amend the Lease Agreement to provide a reduction in rental in return for Lessee allowing Lessor to dispose of commercial waste at the Premises, and to modify the hours and days of operation of the Premises;

NOW THEREFORE, for and in consideration of the terms and provisions of this First Amendment to Lease Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged LPJ Family Limited Partnership, as Lessor, and County of Hidalgo, Texas, as Lessee effective as of execution of this First Amendment agree to the following amendment to the Lease Agreements:

1. Article 2.1 shall be deleted in its entirety and the following shall be inserted in lieu thereof:

**BASE RENT**

2.1 In lieu of rental, Lessee shall be allowed to dispose of food, food by products and commercial waste related thereto during the days and hours the Premises are open to the public for disposal of waste provided however, Lessor shall not allow any Hazardous Substance (defined as those substances regulated or listed pursuant to any Environmental Law) to be disposed of, released or discharged in, on, under or about the Premises or incorporated in the Premises. Lessor shall indemnify, defend, protect, save, hold harmless, and reimburse Lessee for, from and against any and all costs, losses (including, losses of use or economic benefit or diminution in value), of the leasehold estate, liabilities, damages, assessments, lawsuits, deficiencies, demands, claims and expenses (collectively, “Environmental Costs”) whether or not arising out of third-party claims and regardless of whether

liability without fault is imposed, or sought or imposed, on Lessee incurred in connection with, arising out of, resulting from or incident to, directly or indirectly, before or during the Term (a) the production, use, generation, storage, treatment, transporting, disposal, discharge, release or other handling or disposition of any Hazardous Substances as defined herein from, in, on or about the Premises (collectively, "Handling"); (b) the presence of any Hazardous Substances in, on, under or about the Premises and (c) the violation of any Legal Requirements, as defined herein (including Environmental Laws). Nothing contained herein, shall prohibit Lessor from seeking reimbursement from a third party for any cost, loss, or expense incurred by Lessor from pursuant to this Section. "Environmental Costs" as used herein shall include interest, costs of response, removal, remedial action, containment, cleanup, investigation, design, engineering and construction, damages (including actual, consequential and punitive damages) for personal injuries and for injury to, destruction of or loss of property or natural resources, relocation or replacement costs, penalties, fines, charges or expenses, attorney's fees, expert fees, consultation fees, and court costs, and all amounts paid investigating, defending or settling any of the foregoing. Without limiting the scope or generality of the foregoing. Lessor expressly agrees to reimburse Lessee for any and all costs and expenses incurred by Lessee;

- (i) In investigating any and all matters relating to the Handling of any Hazardous Substances, in, on, from, under or about the Premises;
- (ii) In bringing the Premises into compliance with all Legal Requirements; and
- (iii) Removing, treating, storing, transporting, cleaning-up and/or disposing of any Hazardous Substances used, stored, generated, released or disposed of in, on, from, under or about the Premises.

If any claim is made hereunder, Lessor agrees to pay such claim promptly, and in any event to pay such claim within thirty (30) calendar days after receipt by Lessor of notice thereof. If any such claim is not so paid, Lessor agrees also to pay interest at the rate of Ten Percent (10%) per annum on the amount paid from the date of the first notice of such claim.

Environmental Laws as used herein shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, regulations, guidance, policies, orders, decrees and/or judgments, whether statutory or common laws, as amended from time to time, now or hereafter in effect, or promulgated, pertaining to the environment, public health and safety and industrial hygiene, including the use, generation, manufacture, production, storage, release, discharge, disposal, handling, treatment, removal, decontamination, clean-up, transportation or regulation of any Hazardous Substance, including the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act.

Legal Requirements as used herein shall mean: (i) All federal, state, county, municipal and other governmental statutes, laws (including common law and Environmental Laws), rules, policies, guidance, codes, orders, regulations, ordinances, permits, licenses, covenants, conditions, restrictions, judgments, decrees and injunctions, including those affecting the Premises, whether now or hereafter enacted and in force, and which are brought, kept, and disposed of in strict compliance with Legal Requirements. The cost of such removal will be the responsibility of Landlord.

2. Article 2.2 shall be deleted in its entirety.
3. Article 3.1 shall be deleted in its entirety and the following shall be inserted in lieu thereof:

3.1 Lessee may use the Premises as a citizen's collection station for the disposal of residential waste of the general public and commercial waste of Lessor and for any other lawful purpose.

4. The following shall be inserted as Article 3.3

**DAYS AND HOURS OF OPERATION**

3.3 Lessee shall determine the number of days each week and the hours during such day the Premises shall accept the

disposal of waste from the public and Lessor but in no event shall the number of days the Premises shall accept waste be less than three (3) days each week occurring during the term of the Lease Agreement.

5. The following shall be inserted as Article 3.5.

**RULES AND REGULATIONS**

3.5 Lessee may from time to time promulgate rules and regulations concerning waste accepted on the Premises and fees to the general public for depositing such waste as Lessee determines as well as the days and hours for such acceptance for both the general public and Lessor. Lessee may change such days and hours for acceptance of waste, due to unforeseen circumstances affecting the operation of the Premises.

6. 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 Lease as amended.

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

COUNTY OF HIDALGO

ATTEST:

By: \_\_\_\_\_  
Richard F. Cortez, County Judge

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

LPJ FAMILY LIMITED PARTNERSHIP  
V.I. Flores, LLC, General Partner

By: \_\_\_\_\_  
Vicky I. Flores, Member