

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO LEASE AGREEMENT
C-17-222-11-28**

This **AMENDMENT** to the Lease Agreement C-17-222-11-28 (“Lease Agreement”) by and between **The County of Hidalgo, Texas** (“County” or “Lessor”) and **Starr Feedyards, LTD** (“Lessee”) (collectively “Parties”) is made and effective this 22nd day of March 2022, between the Parties, as follows:

WHEREAS, on or about November 28, 2017, Lessor entered into a Lease Agreement with Lessee, in which the Lessee would lease from Lessor a tract of land located in Hidalgo County, Texas as described in the Agreement for the farming purposes;

WHEREAS, in consideration for leasing this land, Lessee agreed to pay County the sum of \$54,000.00 per year;

WHEREAS, the final extension of the Lease Agreement expired on December 27, 2021;

WHEREAS, in January 2022, as per the agreement, Lessee provided \$54,000.00 to the County as payment to lease the property for an additional year, and Lessee began utilizing the property by planting seeds for farming purposes;

WHEREAS, the parties mutually assent that the Lessee has commenced utilization of the land for the purposes as initially agreed upon and provided consideration for the same;

WHEREAS, due to these circumstances, the parties desire to extend the Lease Agreement for an additional annual term commencing on December 28, 2021, and expiring on December 27, 2022;

WHEREAS, the Lease Agreement provides that it may be modified or amended only by agreement in writing executed by the parties hereto; and

WHEREAS, the Parties desire to amend the Lease Agreement as hereinafter provided.

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, County and Lessee hereby agree as follows:

1. The parties agree to extend the Lease Agreement for one (1) additional annual term commencing on December 28, 2021, and expiring on December 27, 2022, with no extensions thereafter.

2. Lessee understands and acknowledges that the County or an entity acting on its behalf may utilize the leased property for County-related purposes, including but not limited to, environmental studies, at its discretion during the term of the lease. Lessee agrees that the County and/or entity acting on its behalf shall not be held responsible for damage caused by its use of the leased property.
3. Except as modified herein, all terms and conditions of the Lease Agreement, as amended, remain in full force and effect and Lessee and County ratify and confirm the terms and provisions of the Lease Agreement as amended.

EXECUTED the undersigned Lessor and Lessee hereto execute this Lease Agreement as of the day and year first written above and is effective as indicated herein.

**LESSOR:
HIDALGO COUNTY**

By: _____
Richard F. Cortez, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

LESSEE: STARR FEEDYARDS, LTD

By: _____
Printed Name: _____
Title: _____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III
Assistant District Attorney