

FIRST AMENDMENT TO AGREEMENT FOR LEASE OF SPACE

THIS FIRST AMENDMENT TO AGREEMENT FOR LEASE OF SPACE (“First Amendment”) is entered into effective the **19th** day of **August, 2025** (the “Effective Date”) by and between **HIDALGO COUNTY**, a political subdivision of the State of Texas (“**LANDLORD**”) and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM** (“**A&M SYSTEM**”), an agency of the State of Texas, for the use and benefit of Texas A&M Forest Service, for the purpose of amending the Agreement for Lease of Space dated on or about February 15, 2024 related to 1,359 square feet of space, situated in the Linn-San Manuel Emergency Services Facility-Precinct No. 4, located at 21661 TX-186, Edinburg, Texas 78542 (the “Lease”).

RECITALS

WHEREAS, LANDLORD and **A&M SYSTEM** desire to redefine the Premises as set forth in the Lease to add a surface lease to accommodate the installation of a portable building adjacent to the Building in which the current Premises are under Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, **A&M SYSTEM** and **LANDLORD** hereby agree as follows:

1. Premises. The definition of Premises as set forth in Section 1.01 of the Lease, together with the exhibit referenced therein, is hereby amended and restated in its entirety as follows:

“1,359 square feet of space situated in the Linn-San Manuel Emergency Services Facility-Precinct No. 4 (the “Building”), together with a portion of the surface estate for the installation of a portable building, located at 21661 TX-186, Edinburg, Texas 78542 (the “Premises”), as depicted on Exhibit “A” attached hereto.”

2. Responsibilities and Arrangements for the Portable Building. The responsibilities and arrangements of **A&M SYSTEM** and **LANDLORD** regarding installation of the portable building are as follows:

- (a) **A&M SYSTEM**, at **A&M SYSTEM**’s sole cost and expense, will lease the portable building and accompanying stairs from a private vendor and will ensure its proper placement on the designated site as shown on Exhibit “A” attached hereto;
- (b) **LANDLORD**, at **LANDLORD**’s sole cost and expense, will undertake the installation of a new power pole and meter, as illustrated on the attached Exhibit “A”; and
- (c) **A&M SYSTEM** will be responsible for paying the monthly electric bill directly to the service provider.

3. Utility and Equipment Specifications for the Portable Building. **A&M SYSTEM** and **LANDLORD** acknowledge and agree to the following utility and equipment specifications for the portable building:

- (a) The portable building does not require plumbing services;
- (b) **A&M SYSTEM** will independently manage internet connectivity, potentially utilizing services like Starlink, which are mounted directly to the portable building;
- (c) Communication needs will be met through cellular services, negating the need for traditional telephone line installations; and
- (d) The portable building comes equipped with an HVAC system integrated into the structure, ensuring no additional units are placed externally on the ground.

4. Binding Effect. This First Amendment will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

5. Other Terms. Except as expressly provided herein, all of the terms and conditions of the Lease, as amended, and any and all other documents described in or executed in connection with the Lease will continue in full force and effect and are hereby affirmed.

6. Counterparts. This First Amendment may be executed in multiple counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument. To facilitate execution of this First Amendment, the parties hereto may execute and exchange, by electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this First Amendment to physically form one document. The parties hereto consent and agree that this First Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record will be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (a) to the extent a party signs this First Amendment using electronic signature technology, by clicking "SIGN", such party is signing this First Amendment electronically, and (b) the electronic signatures appearing on this First Amendment will be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

[SIGNATURES WILL FOLLOW ON THE NEXT PAGE]

EXECUTED this **19th** day of **August 2025** by **LANDLORD**.

HILDAGO COUNTY,
a political subdivision of the State of Texas

By: _____
HONORABLE RICHARD F. CORTEZ
Hidalgo County Judge

Agenda Item No: 99961

Executive Office: _____

APPROVED AS TO FORM:
Office of Criminal District Attorney
Toribio “Terry” Palacios

Michelle Lopez, Assistant District Attorney

Arturo Guajardo Jr., County Clerk

[SIGNATURES CONTINUE ON THE NEXT PAGE]

EXECUTED this _____ day of _____, 2025 by A&M SYSTEM.

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, for the use and benefit of Texas Forest Service

By: _____

AL DAVIS
Director
Texas A&M Forest Service

APPROVED AS TO FORM:

GERRY M. BROWN
Assistant General Counsel, Property & Construction
Office of General Counsel
The Texas A&M University System

EXHIBIT "A"
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Premises

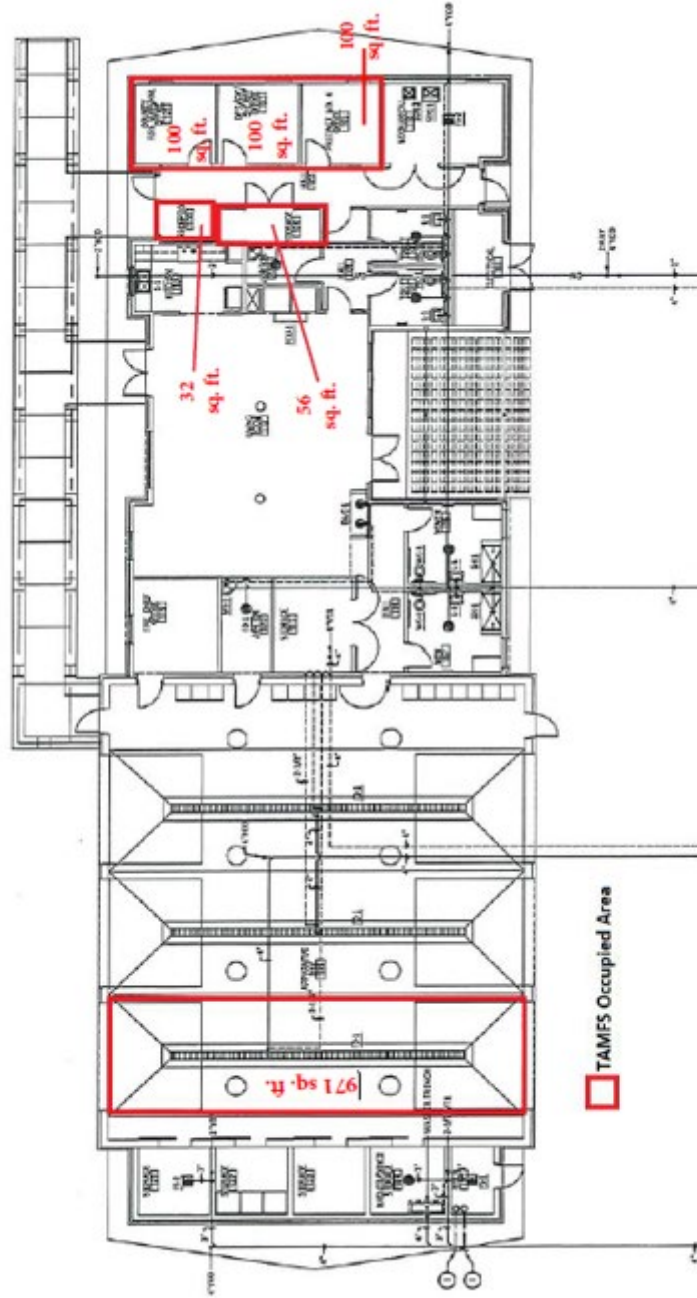
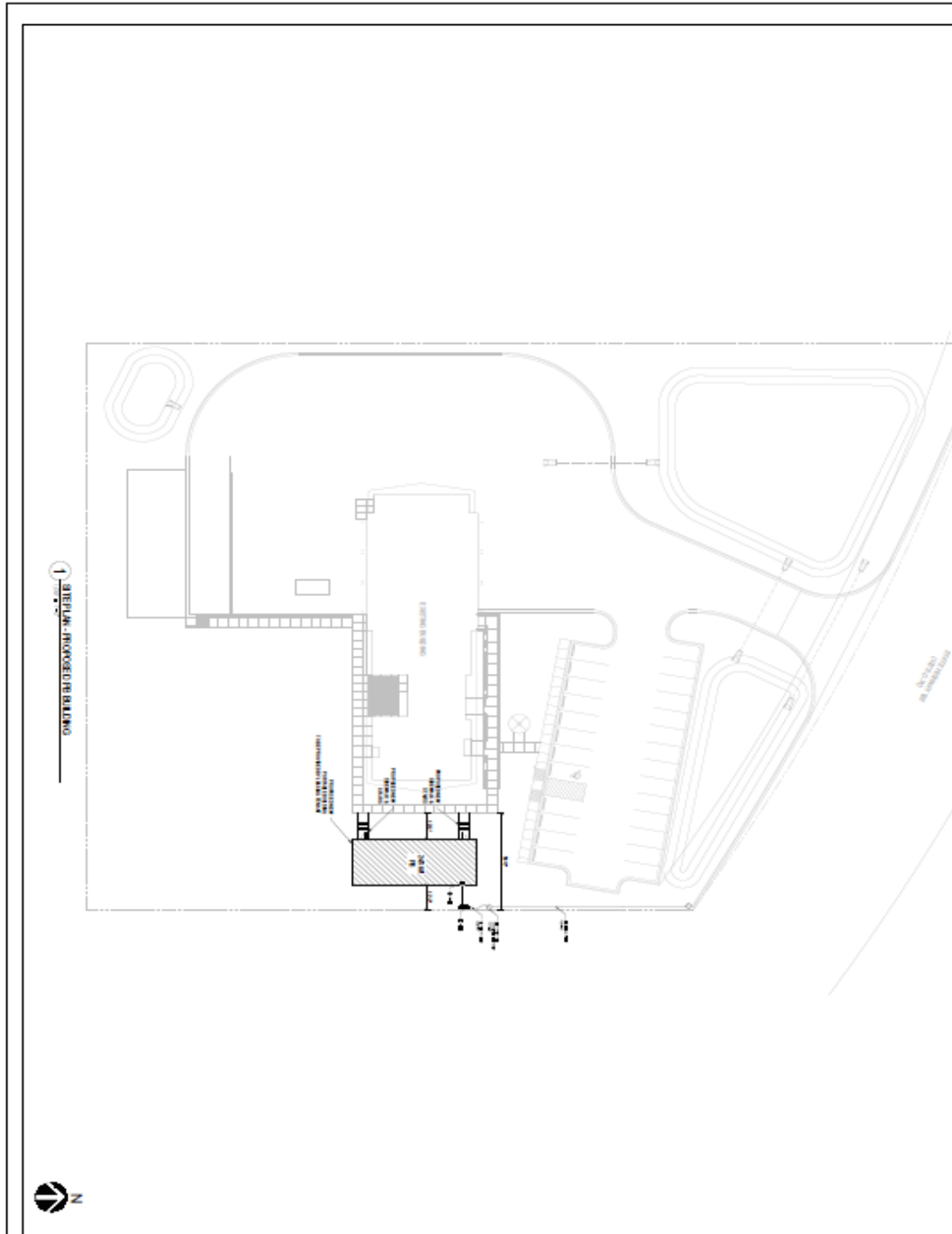



EXHIBIT "A"
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Surface Location of Portable Building



1 FOOT C-100	SITE PLAN	PROJECT NO. 100-100-100-100	HIDALGO COUNTY PCT. 4 EMERGENCY SERVICES FACILITY EXPANSION IMPROVEMENTS LINN-SAN MANUEL	PROJECT NO. 100-100-100-100	FOR REVIEW	 RO ENGINEERING, PLLC ENGINEERING & CONSTRUCTION MANAGEMENT	PROJECT NO. 100-100-100-100