



**AMENDMENT TO AGREEMENT FOR THE JOINT USE OF FACILITIES**  
**Between**  
**SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT**  
**and**  
**HOPKINS COUNTY, TEXAS**

Whereas, Hopkins County, Texas (the "County") and the Sulphur Springs Independent School District ("SSISD") entered in to an Agreement For the Joint Use of Facilities between the Sulphur Springs Independent School District and Hopkins County, Texas dated June 9, 2014; and

Whereas, in the months since the agreement a more careful inspection of the Auditorium portion of the Hopkins County Regional Complex has been conducted and the estimated cost to renovate and improve the Auditorium has significantly increased; and

Whereas, the parties desire to amend the prior agreement to reflect an additional capital investment commitment by SSISD and a commiserate increase in the length of the lease term by the County; and

Whereas, the County and the SSISD agree that this Amendment to Agreement For the Joint Use of Facilities serves a necessary public purpose.

Therefore, in consideration of the foregoing, the parties agree as follows:

1. Paragraph I of the agreement is amended to read as follows:  
This Agreement is intended to govern SSISD's capital investment of not less than \$3,500,000.00 to renovate and improve the Auditorium portion of the Complex. It is intended by the parties that this investment will constitute credit against lease payments for a period of thirty-five (35) years.
2. Sub-paragraphs A and B of paragraph II of the agreement relating to the SSISD's covenants are amended to read as follows:
  - A. Invest not less than \$3,500,000.00 to renovate and improve the Auditorium portion of the Complex
  - B. Enter into a thirty-five (35) year Real Property Lease (*See* Exhibit 1 which is

attached hereto and incorporated for all purposes herein) with the County for the Auditorium portion of the Complex.

3. Paragraph C of paragraph II relating to the covenants of the County is amended to read as follows:  
Enter into a thirty-five (35) year Real Property Lease (*See* Exhibit 1 attached) with the SSISD for the Auditorium portion of the Complex.
4. Paragraph III A of the agreement is amended to read as follows:  
This Agreement shall be for a period of thirty-five (35) years commencing July 1, 2014 and ending on June 30, 2049.
5. Paragraph III C of the agreement is amended to read as follows:  
The parties agree that the fair rental value for the Auditorium will be the amount of SSISD's investment towards renovations and improvements in an amount of not less than \$3,500,000.00 for a 35 year term which will be credited against SSISD's rent for the 35 year lease term.
6. Paragraph III F of the agreement is amended to read as follows:  
The parties agree that SSISD will make a capital investment of not less than \$3,500,000.00 for the renovation and improvement of the Auditorium not later than 24 months from the Commencement Date of its lease for the Auditorium. The parties agree to minimize scheduling of use of the Auditorium until renovation is completed in order to complete the renovations as expeditiously as possible.
7. The agreement is amended to add a paragraph II. I. to the covenants of the parties as it relates to the SSISD's covenants as follows:  
During the term of this agreement, maintain the County owned portion of the high school/Civic Center parking lot marked as Lot 1 on the attached Exhibit "A" in the same manner and in as good of condition as it does the SSISD owned portion of the high school/Civic Center parking lot marked as Lot 2 on the attached Exhibit "A". Likewise during the term of this agreement, to maintain the SSISD owned horse pavilion/Wildcat Stadium parking lot marked as Lot 3 on the

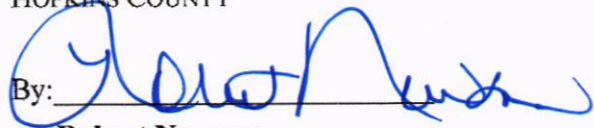
attached Exhibit "A" in the same manner and in as good condition as it does the main SSISD Wildcat Stadium parking lot marked as Lot 4 on the attached Exhibit "A". Nothing in this provision shall require SSISD to conduct maintenance and/or repairs other than as it chooses to do so in its sound discretion exercised in good faith. Nothing in this provision shall prevent the County from performing minor repairs or patches at its own expense as it deems advisable.

Except as provided in this Amendment to Agreement For the Joint Use of Facilities, the terms and conditions of the Agreement For the joint Use of Facilities dated June 9, 2014 shall remain in full force and effect.

This Amendment to Agreement having been approved by the County and the SSISD will come effective between the parties hereto on the date of execution of this Amendment of Agreement by both parties.

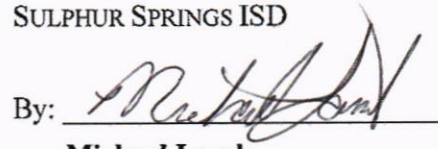
Signed and agreed this 14 day of ~~August~~<sup>September</sup>, 2015.

HOPKINS COUNTY

By:   
**Robert Newsom**

Its: County Judge

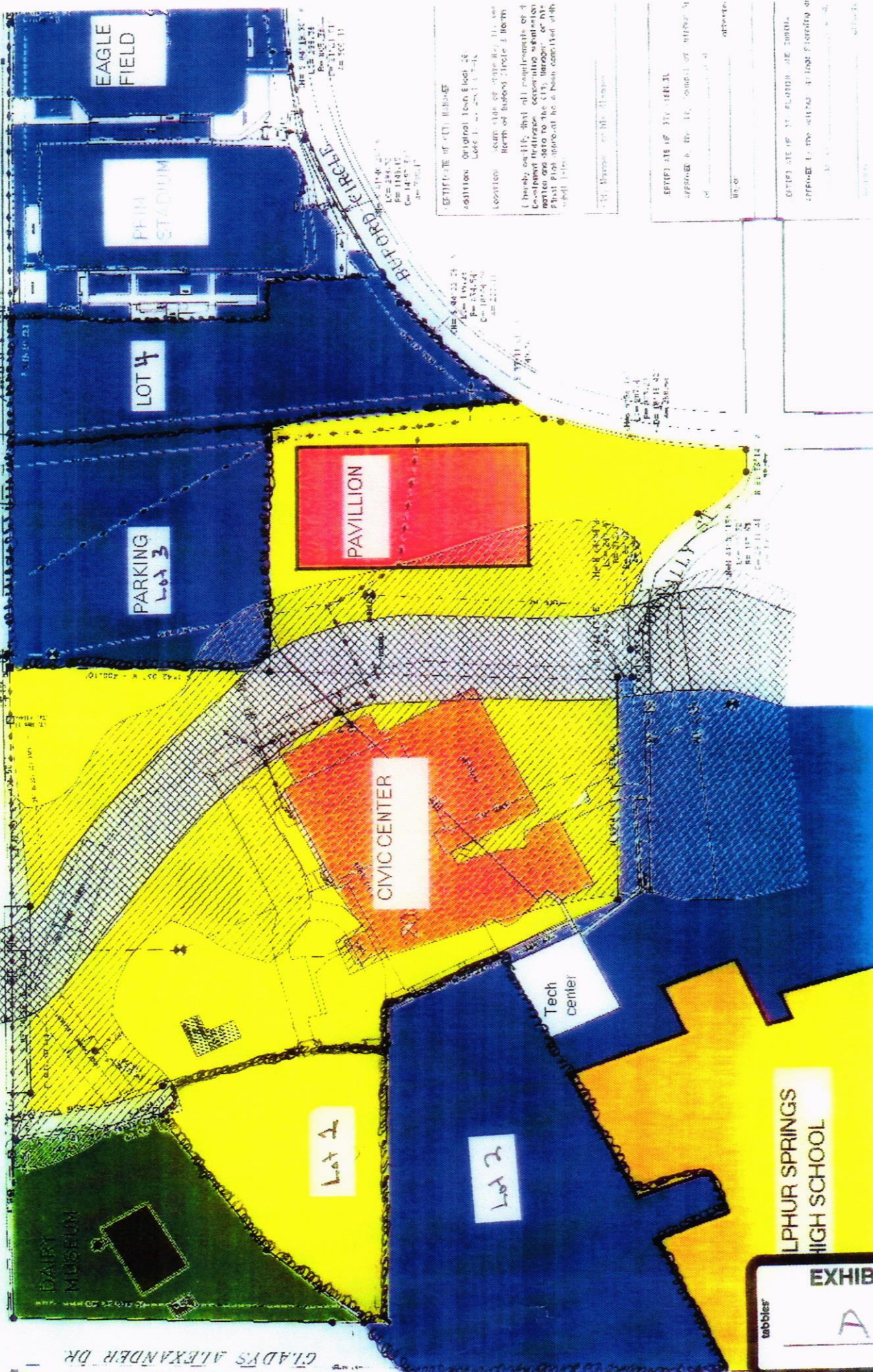
SULPHUR SPRINGS ISD

By:   
**Michael Lamb**

Its: Superintendent



GLADYS ALEXANDER DR



EAGLE FIELD

PEIM STADIUM

LOT 4

PARKING Lot 3

PAVILLION

CIVIC CENTER

Tech center

LPHUR SPRINGS HIGH SCHOOL

Lot 4

Lot 2

SECTION 16 (1) - 110-10-10  
 addition: Original Town & Lot 28  
 Lots 1, 2, 3, 4, 5  
 Location: near east of highway, the one  
 north of Buford Circle & north  
 of Eagle Field  
 (Check with the city all easements or 4  
 corner notations, especially when  
 location and data to the city, boundary or the  
 final plan approval has been completed with  
 the city)

SECTION 16 (1) - 110-10-10  
 APPROVED BY: [Signature] TOWN ENGINEER  
 BY: [Signature] OFFICER

SECTION 16 (1) - 110-10-10  
 APPROVED BY: [Signature] TOWN ENGINEER  
 BY: [Signature] OFFICER

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EXHIBIT

A



AMENDMENT TO REAL PROPERTY LEASE  
BETWEEN  
HOPKINS COUNTY ("LANDLORD")  
AND  
SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT ("TENNANT")  
CONCERNING THE AUDITORIUM PORTION OF  
THE HOPKINS COUNTY REGIONAL CIVIC CENTER COMPLEX  
LOCATED AT 1200 HOUSTON, SULPHUR SPRINGS,  
HOPKINS COUNTY, TEXAS

Whereas, Hopkins County, a governmental subdivision of the State of Texas acting by and through its dually elected County Commissioner's Court ("Landlord"), and Sulphur Springs Independent School District, a governmental subdivision of the State of Texas acting by and through its dually elected Board of Trustees ("Tenant") have previously entered into a lease agreement on June 9, 2014; and

Whereas, the parties desire to amend to the Lease as provided in Paragraph 21 H of the Lease;

Now, therefore, the parties agree to the following amendments:

1. Paragraph 1. D. "*Base Rent*" is amended to provide as follows:  
\$100,000.00 per year (based on Tenant's capital investment of not less than \$3,500,000.00 to renovate and improve the Premises)
2. Paragraph 1. E. "*Term*" is amended to read as follows:  
The period of 35 years starting at the Commencement Date and ending on June 30, 2049, subject to adjustment, if any, as provided herein.
3. Paragraph 4. A. Payments is amended to read as follows:  
As consideration for this Lease, Tenant shall pay the Landlord a minimum of \$3,500,000.00 in rent. The parties agree that no later than 24 months from the Commencement Date Tenant shall make a capital investment of at least \$3,500,000.00 for the renovation and improvement of the Premises as described in the preliminary budget shown on "Exhibit C" to the Lease and to also include a) the relocation of the Oncor electric transformer and b) when the livestock roof is replaced, a sheet metal wall to be installed to keep the rain off the Civic Center stalls. The parties further agree that the Tenant's timely capital investment towards said renovations and improvements will be credited against the Tenant's rent obligation for the lease term.

Except as provided by the Amendment to Real Property Lease, all other terms of the Lease dated June 9, 2014 between the parties shall remain in full force and effect.

Landlord and Tenant have executed this Amendment to Real Property Lease as of August \_\_\_\_\_, 2015.

**LANDLORD:**

HOPKINS COUNTY, TEXAS

By: *Robert Newsom*  
ROBERT NEWSOM

**Title:** Hopkins County Judge

STATE OF TEXAS           §  
  §  
COUNTY OF HOPKINS   §

The foregoing instrument was acknowledged before me this 14 day of September, 2015, by Robert Newsom, as County Judge of Hopkins County, Texas.

*Amy E. Griggs*  
Notary Public, State of Texas



**TENANT:**

SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT

By: *Michael Lamb*  
MICHAEL LAMB

**Title:** Superintendent

STATE OF TEXAS           §  
  §  
COUNTY OF HOPKINS   §

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 2015, by Michael Lamb, as Superintendent of the Sulphur Springs Independent School District.

*Marci C. Owens*  
Notary Public, State of Texas

