

STATE OF TEXAS §  
COUNTY OF FORT BEND §

**AMENDMENT TO HAY LEASE**

**THIS AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter "Lessor"), a body corporate and politic under the laws of the State of Texas, and Pete Wleczyk (hereinafter "Lessee").

**THAT WHEREAS**, the parties executed and accepted that certain Hay Lease dated May 11, 2010, attached hereto as Exhibit A, and incorporated by reference herein for all purposes; and

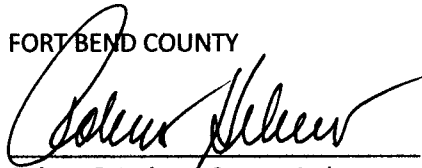
**WHEREAS**, the parties desire to extend the term of the Hay Lease.

**NOW, THEREFORE**, the parties do mutually agree as follows:

The term of the Hay Lease shall extend through March 31, 2012. Thereafter, the term shall automatically renew under the same terms and conditions for additional one (1) year terms until terminated as provided in the Hay Lease.

Except as provided herein, all terms and conditions of the Hay Lease shall remain unchanged.

FORT BEND COUNTY

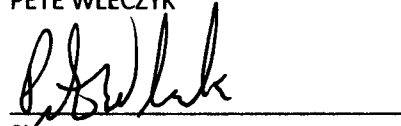
  
Robert E. Hebert, County Judge

2-28-2012  
Date

ATTEST:

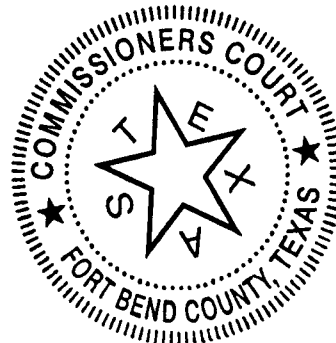
  
Dianne Wilson, County Clerk

PETE WLECZYK

  
Signature

Pete Wleczyk  
Printed Name

2/9/2012  
Date



# EXHIBIT A

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**HAY LEASE**

THIS AGREEMENT OF LEASE made and entered into this the 1 day of MAY, 2010, between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter called "LESSOR", and Pctc Wleczyk, whose mailing address is 2321 Cottonwood School Road, Rosenberg, Texas 77471, hereinafter referred to as "LESSEE".

In consideration of \$825.00 per year and other good and valuable consideration, LESSOR does hereby lease to LESSEE, and LESSEE does hereby lease from LESSOR for the purpose of hay bailing operations on certain property owned by LESSOR and situated in Fort Bend County, Texas, consisting of approximately 75 acres of land, more or less ("Property"), located in the S. A. Stone Survey, Abstract 392, Fort Bend County, Texas, said tract located on the northwest side of Stella Road. The lease is to be paid prior to the beginning of the term in the form of a check or money order made payable to LESSOR.

The term of this Lease shall be for the period beginning May 1, 2010 and ending March 31, 2011, renewable annually under the same terms and conditions if mutually agreed upon by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

During the term of this lease, LESSEE shall not erect any structure or fences on the Property nor shall LESSEE make any alterations, additions, or improvements to the Property without the prior written consent of LESSOR. LESSEE shall clip the Property at least twice during this lease term and remove product within forty-five (45) calendar days of cutting. LESSEE shall notify LESSOR prior to any excavation, grading and/or repairs on the property. LESSEE, individually, shall be the only party permitted to enter and conduct hay bailing operations on the Property, and hereby agrees that LESSEE will permit no other individual, company, entity or invitee of LESSEE to enter upon the Property for any reason whatsoever, unless approved by Fort Bend County.

Upon any termination of this Lease, LESSEE agrees that it will promptly restore the Property to as near original condition that existed prior to LESSEE'S hay bailing operations and activities.

Notwithstanding any other provision of this Lease to the contrary, LESSOR may terminate this Lease as to all or any part of the Property by giving LESSEE thirty (30) days prior written notice of LESSOR'S intent to terminate.

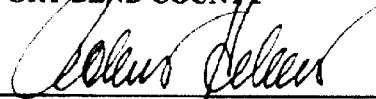
LESSEE may not assign this Lease in whole or in part without first obtaining written permission from LESSOR, which may be granted or withheld solely within LESSOR'S discretion.

LESSEE'S operations hereunder shall be conducted at LESSEE'S sole costs, risk, expense and liability and LESSEE agrees to indemnify and hold LESSOR harmless for any and all actions or causes of action arising as a result of LESSEE'S hay bailing operations on the Property.

IN WITNESS WHEREOF this lease is executed this 11 day of May, 2010.

**LESSOR:  
FORT BEND COUNTY**

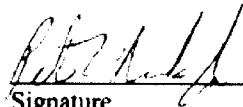
By:

  
Robert E. Hebert, County Judge

**ATTEST:**

  
Dianne Wilson, County Clerk

**LESSEE:**

  
Signature

Pete Woznyk Jr.  
Printed