

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**FARM LEASE**  
**C-12-218-00-00**

This Agreement of Lease is between the **COUNTY OF HIDALGO, TEXAS** ("Lessor") and **VENDOR'S NAME** ("Lessee").

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the premises situated in Hidalgo County, Texas, described as follows:

A 1280 acre tract of land located at Mile 14 North Road (N/S), at the intersection of Jara Chinas Road, Hidalgo County, Texas. Tract 1-Lots One through Eight (1-8) inclusive, **EYHORN LANDFILL SUBDIVISION NO. 2**, Hidalgo County, Texas as per map or plat thereof recorded in Volume 49, page 175-177, Map Records, Hidalgo County, Texas. Tract 2-Lots One through Eight (1-8) inclusive, **EYHORN LANDFILL SUBDIVISION NO. 2**, Hidalgo County, Texas as per map or plat thereof recorded in Volume 49, page 178-180 Map Records, Hidalgo County, Texas (the "Farm" or the "premises").

The Farm shall be deemed to include 1280 acres for the purposes of this Lease.

**TERM**

(1) This Lease shall be a term of two (2) years hereinafter referred to as the "initial lease term" commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_; subject, however, to earlier termination as hereinafter provided.

**RENEWAL**

(2) Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional one (1) year term (the "Renewal Term as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A" attached hereto), under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" attached hereto (the "Bid Page") and which was accepted by County.

### **RENT AND FLAT-RATE TAX**

(3) Lessee agrees to pay to Lessor as a rent for the term hereof, the sum of \$\_\_\_\_\_ in advance on the execution of this Lease. In addition to the rental payment, Lessee shall prepay all flat-rate taxes and all advalorem taxes assessed by Hidalgo County Appraisal District and/or other political subdivisions assessed against the Farm by the irrigation district in which the Farm is situated upon execution of this Lease.

### **TERMINATION**

(4) Lessor may terminate this lease as to all or any part of the Farm at any time by giving Lessee notice of such termination at least thirty (30) days prior to the effective date of such termination without incurring any obligation, liability or damage to Lessee.

### **CULTIVATION**

(5) Lessee agrees to cultivate the Farm land in an efficient and economic manner and to employ all modern methods of farming as are customarily practiced in the area during the term hereof.

### **MAINTENANCE**

(6) Lessee agrees and covenants to keep and maintain in good repair all buildings and other improvements on the Farm for the term of this Lease.

### **IMPROVEMENTS**

(7) Lessee may not make any alterations, additions, or improvements to the Farm without the prior written consent of Lessor. Consent for nonstructural alterations, additions or improvements shall not be unreasonably withheld by Lessor. All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease; if Lessor so elects, however, if Lessor does not so elect Lessee shall promptly remove all alterations, additions, and improvements, and any other property placed on the Farm by Lessee, and Lessee shall repair any damage caused by such removal.

### **RIGHT TO ENTER**

(8) Lessor or his authorized representative shall have the right, at any reasonable time, to enter on the premises for the purposes of making any major repairs, alterations, or improvements, and to inspect the Farm, as Lessor shall deem necessary or advisable.

### **NO PARTNERSHIP**

(9) This Lease shall not give rise to a partnership relationship between the parties hereto. Neither party shall have the authority to bind the other without his written consent.

### **INDEMNIFICATION**

(10) Lessee agrees and covenants to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of Lessee's business or his use of the above-described premises, or from any negligent act or omission by Lessee, his agents, servants, employees, contractors, guests, or invitees on or about the premises. In the event that any action or proceeding is brought against Lessor by reason of any of the above, Lessee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to Lessor.

### **NO ASSIGNMENT OR SUBLEASE**

(11) Lessee may not assign this Lease nor sublease any portion of the Farm leased hereunder without the prior written consent of Lessor.

### **UTILITY CHARGES**

(12) Lessee shall pay all utility charges for electricity, heat, water, gas, and power used in and about the Farm, to be paid before the same becomes delinquent. Lessee shall pay all flat rate water district taxes imposed on the Farm as well as the cost of irrigating the Farm, if applicable.

### **BREACH**

(13) If Lessor or Lessee fails to carry out any provision of this Lease, the other party shall have the right to terminate this Lease on ten (10) days' written notice to the offending party of his intention to do so. Nothing contained herein constitutes a waiver of the right of either party to damages occasioned by breach of this Lease.

### **ENTIRE AGREEMENT -- AMENDMENT**

(14) This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

(15) It is understood that because of the general prolonged drought situation and need to manage and use water effectively and efficiently, Lessee will be allowed to pool the water

allotment from Farm with the water allotment from other land farmed by Lessee for the term of this Agreement thus allowing the transfer of water allotment to and from other land that Lessee owns, operates, and supervises. This in no way effects the Lessor's basic water rights.

**NOTICES and ADDRESSESS**

(16) All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

**LESSOR**

**LESSEE**

County Of Hidalgo, Texas  
Attn: Ramon Garcia, County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

**IN WITNESS WHEREOF**, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

**LESSOR:  
HIDALGO COUNTY**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

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

**LESSEE:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Atlas, Hall & Rodriguez, L.L.P.

\_\_\_\_\_  
Stephen L. Crain

**EXHIBIT A**  
**REQUEST FOR BIDS (RFB) PROCURMENT PACKET**

DRAFT

**EXHIBIT B**  
**BID PAGE**

DRAFT

**EXHIBIT C**  
**INSURANCE CERTIFICATE**

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