

EXHIBIT "A"
HIDALGO COUNTY PCT 3
LEASE OF LAND (Approximately 1280 Acres)
Within Pct 3 for the PURPOSE OF FARMING
RFB NO.: 2012-218-00-00-MEG

PROJECT OVERVIEW:

The County of Hidalgo is offering to Lease approximately 1280 +/- Acres Tract of Land located in the Precinct #3 for the purposes of farming.

Description of Property: 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 I

Lots One through Eight (1-8) inclusive, **EYHORN LANDFILL SUBDIVISION NO. 1**, Hidalgo County, Texas as per map or plat thereof recorded in Volume 49, page 175-177, Map Records, Hidalgo County, Texas

Tract II

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

Approximately Total Acres: 1280

SPECIFICATIONS:

1. The term of the lease will be for two years commencing the date Lease Agreement is fully executed by all parties.
2. Lessee will pay cash per acre to County (Lessor)
3. The Lessor may terminate this lease as to all or any part of the Farm Land 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.
4. 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 that area during the term of the Lease.

REQUIREMENTS:

1. Lessee agrees and covenants to keep and maintain in good repair all buildings and other improvements on the Farm Land for the term of this Lease if applicable.
2. Lessee will pay all Water Districts for the term of the Lease.
3. Flat Rate Assessments shall be submitted with bid in the form of a Cashier's Check payable to the respective Irrigation District.
4. The amount of cash rent shall be submitted with the bid in the form of a cashier's check payable to Hidalgo County.
5. Partial bids will not be accepted, **ALL 1280 Acres** will be awarded to the highest Bidder.
6. During the term of the lease Bidder must not sub lease property
7. Hidalgo County will not be held responsible for crops that have not been harvest if the Contract becomes terminated by either party before the end of the term of contract.
8. Lessee shall prepay all flat-rate taxes assessed against the Farm by the Irrigation District, in which the Farm is situated, upon execution of this Lease. Lessee shall also pay the cost of the irrigating the property.

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GENERAL TERMS AND CONDITIONS:

1. The initial term of the contract/Lease shall be for a period of two (2) Years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
5. Hidalgo County reserves the right to add or delete acreage during the term of the contract.
6. The contract shall remain in effect until contract expires, or terminated by County with a sixty (60) day written notice prior to any cancellation.
7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

Additional Information:

All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, day month date, 2012 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. day month date, 2012.