



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 SOUTH AUSTIN AVE.
GEORGETOWN, TEXAS 78626

<http://wcportals.wilco.org/Procurement/>

INVITATION FOR BIDS

LEASE 227 ACRES AGRICULTURAL LAND LOCATED EAST OF JONAH, TEXAS BLACKLAND HERITAGE COUNTY PARK

BID NUMBER: 15IFB105

BIDS MUST BE RECEIVED AT OR BEFORE: DECEMBER 15, 2014 AT 3:30 PM.
BIDS WILL BE PUBLICLY OPENED: DECEMBER 15, 2014 AT 3:30 PM.

Williamson County seeks to lease acreage to a qualified farmer for Agricultural Crop production on approximately 227 acres, more or less, situated two (2) miles east of Jonah, Texas at the Williamson County Blackland Heritage County Park located off of State Highway 29, near the San Gabriel River, which said land is more specifically described in Attachment 1 herein below.

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department at or before **3:30 PM** on Monday, **December 15, 2014**. Bids will be publicly opened at 3:30 pm or soon thereafter in the Williamson County Purchasing Department.

METHODS: Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: 15IFB105, 901 South Austin Ave, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

SUBMITTAL: One (1) original bid and two (2) copies should be submitted and consist of the COMPLETED AND SIGNED Bid Form and any other required documentation. **All copies should have the same attachments as the original.**

SEALED: All bids should be returned in a sealed envelope with the **bid name, number, clearly**

marked on the outside. If an overnight delivery service is used, **the bid name, number**, should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires bidder to supply with this bid a list of at least three (3) references from **which bidder has leased property from in the past**. If bidder is unable to provide at least three (3) such references, bidder shall inform Williamson County of such inability and bidder shall include as many references as he/she can provide. For each reference, include name of reference, address, telephone number and name of representative.

LEGIBILITY: Bids must be legible and of a quality that can be reproduced.

FORMS: All bids should be submitted on the forms provided in this Invitation for Bids. Changes to forms made by bidder may disqualify their bid.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson

County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required lease payment;
- c) be otherwise qualified and eligible to receive an award of the Lease being offered.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Award of the bid to the highest and best bid should be made within approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one bid will be awarded. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.

CONTRACT/LEASE AGREEMENT: This Bid, when properly accepted by Williamson County and awarded, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder shall be required to sign the lease agreement, which is attached hereto and entitled Lease Agreement. The terms of this contract (this bid when properly accepted by Williamson County) and the Lease Agreement shall be collectively referred to herein as the "Lease Agreement." If, after the bidder executes the Lease Agreement, there is a conflict between the terms and conditions of this contract and the Lease Agreement, the terms and conditions of the Lease Agreement shall control.

CONTRACT ADMINISTRATION: Under the Lease Agreement, Randy Bell, Williamson

County Parks & Recreation Director, 512-943-1922 randybell@wilco.org, shall be the lease administrator and manager with the designated responsibility to ensure compliance with the requirements of the Lease Agreement, such as but not limited to, acceptance, inspection and delivery. The said lease administrator and manager will serve as liaison between Williamson County Commissioners Court and the successful bidder.

CONTRACT PERIOD: The earliest date that the term of the Lease Agreement shall commence is the first (1st) day of the month immediately following the date of award and continue until three (3) years thereafter ("Initial Term"). The Lease Agreement may be renewed as described and set forth under "LEASE EXTENSIONS" below.

LEASE EXTENSIONS: On or before the expiration of the Initial Term, the Williamson County Commissioners Court reserves the right to extend the lease, by mutual agreement of both parties, as it deems, in its sole discretion, to be in the best interest of Williamson County. Any such extensions will be in twelve (12) month increments for up to five (3) additional years, with the terms, covenants and conditions of the Lease Agreement remaining the same for any extension; and with a price escalation for each extended term of no more than the consumer price index for each such new extended term, as more fully set forth in the Lease Agreement. Each new extension of the lease is contingent upon the approval of Williamson County Commissioners Court for each extended lease term in question. The County and the bidder agree that termination shall be the bidder's sole remedy if the Williamson County Commissioners Court decides not to extend the Lease Agreement for additional term(s), as set forth above.

BID CONTACTS

Any questions, clarifications or requests for general information should be directed to:

TECHNICAL CONTACT:

Randy Bell, Parks Director
219 Perry Mayfield
Leander, TX 78641
randybell@wilco.org

PURCHASING CONTACT:

Connie Singleton
901 S. Austin Ave
Georgetown, TX 78626
(512) 943-1553
csingleton@wilco.org

MISCELLANEOUS

RENTAL AMOUNT: The bid monthly rental amount must be good until the end of the Initial Term. Bids which do not state a fixed rental amount, or which are subject to change without notice, will not be considered. The Court may award a lease for the period implied or expressly stated in the highest and best bid.

AD VALOREM TAXES AND BASE RENT: AN AMOUNT EQUAL TO ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR SHALL BE ADDED TO THE MONTHLY RENTAL AMOUNT. THE SUM OF THE MONTHLY RENT AMOUNT AND THE ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR SHALL CONSTITUTE THE BASE RENT. PROSPECTIVE BIDDERS ARE ENCOURAGED TO CONTACT THE WILLIAMSON CENTRAL APPRAISAL DISTRICT TO INQUIRE ABOUT THE AMOUNT OF AD VALOREM TAXES THAT WILL BE ASSESSED AGAINST THE PROPERTY PRIOR TO MAKING A BID.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

PAYMENT: Unless otherwise approved or agreed to by Williamson County, complete rental payments will be made per month in advance on the First (1st) day of each calendar month, as more fully set forth in the Lease Agreement.

Payments must be in accordance with the terms of the Lease Agreement.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006, Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:
<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is located on page 8. This form must be completed, signed, and submitted with your Bid.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Bidder shall provide with this response, all documentation required by this Invitation for Bids. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR CAUSE: Williamson County reserves the right to terminate this contract and/or the Lease Agreement in the event of bidder's breach or default. As for termination of the Lease Agreement, please review the termination provisions set out therein.

TERMINATION FOR CONVENIENCE:

Williamson County, as the landlord, may terminate this contract and the Lease Agreement, for convenience and without cause, upon Ninety (90) calendar day's written notice to the successful bidder (the tenant). Provided that the successful bidder (the tenant) does not owe any amounts under the contract or the Lease Agreement and is not otherwise in default, the successful bidder (the tenant) may terminate the contract and the Lease Agreement, for convenience and without cause, upon Ninety (90) calendar day's written notice to Williamson County. In the event of either party's termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Williamson County. Furthermore, Williamson County shall reimburse the successful bidder (the tenant) for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.

REMEDIES FOR DEFAULT: In the event of breach or default of this contract and/or the

Lease Agreement, Williamson County reserves the right to enforce the performance thereof in any manner prescribed by law and/or in any manner set forth herein or in the Lease Agreement.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

INSPECTION OF PREMISES: THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". Bidders are encouraged to inspect the Premises being offered for lease under this Invitation for Bids prior to submitting a bid. Please contact the Technical Contact referenced above to schedule a time to inspect the Premises. Bidder further acknowledges and agrees that having been given the opportunity to inspect the Premises, bidder is relying solely on its own investigation of the Premises and not on any information provided or to be provided by Williamson County.

CONDITION OF PREMISES AND LIMITATIONS OF WARRANTIES. BY SUBMITTING A BID IN RESPONSE TO THE THIS INVITATION FOR BIDS, BIDDER HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY BIDDER, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT, AT THE TIME OF SUBMITTING ITS BID, THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, WILLIAMSON COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT AUTHORIZED BY LAW, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER

EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT WILLIAMSON COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, BIDDER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY WILLIAMSON COUNTY. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT WILLIAMSON COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". BIDDER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THE CONTRACT AND/OR THE LEASE AGREEMENT. BIDDER ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS

UNLESS OTHERWISE SPECIFIED HEREIN OR IN THE LEASE AGREEMENT. BIDDER SHALL COMPLETE AN INVENTORY AND CONDITION FORM, NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO WILLIAMSON COUNTY WITHIN 48 HOURS AFTER THE COMMENCEMENT DATE OF THE LEASE AGREEMENT. BIDDER'S FAILURE TO TIMELY DELIVER THE INVENTORY AND CONDITION FORM TO WILLIAMSON COUNTY WILL BE DEEMED AS BIDDER'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is attached the Lease Agreement. Said Inventory Checklist Condition of Rental Property shall not serve as a request for repair or maintenance of the Premises. Bidder must direct all repair requests to

Williamson County according to the terms of the Lease Agreement).

INSURANCE: As required by the terms of the Lease Agreement, at all times during any term of the lease, at bidder's sole cost, bidder shall obtain, at its sole cost, and keep in effect a policy of renter's insurance which provides coverage for damages resulting from personal injuries and/or property loss, which shall be primary as to any other existing, valid and collectible insurance that may be carried by Williamson County, if any. Williamson County shall not be obligated to carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage for damages resulting from personal injuries and/or property loss.

Other Provisions:

1. The parties agree and understand that Williamson County, as a governmental entity, cannot enter into long-term contracts or lease agreements, without accepting competitive bids.
2. Except as otherwise set forth herein or in the Lease Agreement, the bidder/tenant shall submit repair and/or improvement requests to Williamson County in writing.

BID SPECIFICATIONS

Williamson County seeks to lease acreage to a qualified farmer for Agricultural Crop production on approximately 227 acres, more or less, situated two (2) miles east of Jonah, Texas at the Williamson County Blackland Heritage County Park located off of State Highway 29, near the San Gabriel River, which said land is more specifically described in Attachment 1 herein below.

General Description of Property:

Being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas. The said 227 acres, which is referenced in this Farm Lease as being the “Premises”, is further depicted in the aerial photograph below.



Bid Award Process:

All bids will be reviewed and ranked by Williamson County staff. An oral interview may be held if necessary. The staff will make its recommendation to the Williamson County Commissioners Court, which will award a property lease to the overall highest and best bidder.

The bidder that is selected will be informed of such selection and he/she must thereafter execute the attached Lease Agreement in its unmodified form. If such bidder refuses to execute the attached Lease Agreement within Seven (7) days following Williamson County's selection of said bidder or if such bidder otherwise refuses to comply with his/her bid hereunder, Williamson County may select the party chosen as the next highest and best bidder and so on until the Lease Agreement is executed.

Bid Submission Requirements

All bid submissions shall include the following completed forms and required information:

1. Williamson County Bid Form containing the bid lease price per month to Williamson County;
2. Three (3) Leasing References with contact names, addresses, and phone numbers (If bidder is unable to provide at least three (3) such references, bidder shall inform Williamson County of such inability and bidder shall include as many leasing references as he/she can provide); and
3. Williamson County Conflict of Interest Statement.



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me

by: _____

on _____
(date)

WILLIAMSON COUNTY BID FORM
LEASE 227 ACRES AGRICULTURAL LAND
LOCATED EAST OF JONAH, TEXAS
BLACKLAND HERITAGE COUNTY PARK
BID NUMBER: 15IFB105

NAME OF BIDDER: _____

Mailing
Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

PROPERTY	BID RENT PER MONTH
Lease 227 Acres	\$ _____ /month*

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s), as well as the terms and conditions of the Lease Agreement. By signing below, you acknowledge and agree that have read the entire document and the Lease Agreement and have agreed to the terms therein.

_____ Date : _____, 20____
Signature of Bidder

Printed Name Bidder: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

LEASE AGREEMENT

The successful bidder shall be required to execute the attached Lease Agreement at the office of the Williamson County Purchasing Department in Georgetown, Texas within seven (7) days after the bid award. Said Lease Agreement shall be in the same form as the lease attached herein below. The only anticipated changes in the Lease Agreement will be to include additional exhibits, to fill in blanks to identify the lessee, and terms relating to the rent and taxes, or to revise the Lease Agreement to accommodate corrections or changes pursuant to addenda issued. **Bidders should raise any questions regarding the terms of the Lease Agreement, or submit requested changes in said terms, in the form of written questions or submittals.** Because the signed Lease Agreement will be substantively and substantially derived from the attached lease, each bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached Lease Agreement **before** submitting a bid. Again, the attached Lease Agreement contains important legal provisions and is considered part and parcel of this Invitation for Bid. Failure or refusal to sign aforesaid Lease Agreement shall be grounds for Williamson County to revoke any award which has been issued and select another bidder.

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and _____, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately Two Hundred Twenty Seven (227) acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: LEASE TERM

Lease Term or Term: January 1, 2015 to December 31, 2017
Commencement Date: January 1, 2015
Termination Date: December 31, 2017

Extensions: This Farm Lease will not be extended. Any future lease of the Premises for farming purposes following the Termination Date will be at the discretion of Williamson County and offered in accordance with the laws of the State of Texas.

ARTICLE 2: RENT; PAYMENT OF RENT

A. Lessee agrees to pay to Lessor the following annual rental amounts for the Premises during the Lease Term:

1. The sum of _____
(\$_____.00) for the annual period of January 1, 2015 to December 31, 2015;
2. The sum of _____
(\$_____.00) for the annual period of January 1, 2016 to December 31, 2016; and

3. The sum of _____
(\$_____.00) for the annual period of January 1, 2017 to December 31,
2017.

B. The payment of the each annual rental amount during the Term shall be paid in two (2) separate and equal installments, with the first installment being due on or before June 30th and the second installment being due on or before December 31st.

C. All rental payments must be made payable to Williamson County and be hand delivered or mailed to Williamson County Parks & Recreation Department, ATTN: Parks Director, 219 Perry Mayfield, Leander, TX 78641.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for the purpose of cattle grazing and pecan harvesting and that Lessee shall only have farming rights to the Premises and shall not have any rights to farm such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the Term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the Term of this Lease .

B. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so.

C. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

D. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the Term of this Lease .

E. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

F. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and

the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

G. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the Term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. **INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease , at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to

Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease , at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day after such notice is given and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out

Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause and for convenience, upon giving three hundred sixty five (365) day's written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease for convenience and without cause, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a Lease Term.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the Term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the Term of this Lease. If during the Term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate three hundred sixty five (365) days from the date in which Lessor gives Lessee notice that the Premises has been sold and Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS

REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the Term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. **Gender, Number and Headings.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. **Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. **Severability.** If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. **Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. **No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. **No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. **NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Judge (or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

With copy to: Williamson County Parks & Recreation Department
ATTN: Parks Director
219 Perry Mayfield
Leander, TX 78641

LESSEE: At the address listed on the signature page below.

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED this _____ day of _____, 20_____.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Lessee:

By: _____

Printed Name: _____

Title: _____

Address:

_____, _____

Telephone: (512) _____

Fax: (512) _____

Exhibit "A"

Being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas. The said 227 acres, which is referenced in this Farm Lease as being the "Premises", is further depicted in the aerial photograph below.

