

FARMING LEASE EXTENSION AGREEMENT

Date: Effective as of January 1, 2013

Landlord: County of Williamson, a political subdivision of the State of Texas

Landlord's Mailing Address:

County of Williamson
c/o: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

Tenant: John W. Noren

Tenant's Mailing Address:

John W. Noren
3711 CR 100
Hutto, Texas 78634

Farming Lease Subject of this Extension Agreement:

Farming Lease dated January 19, 2010 by and between the County of Williamson, as Landlord, and John W. Noren, as Tenant (hereinafter referred to as the "Farming Lease"), wherein Landlord agreed to lease the property described in said Farming Lease to Tenant for the purposes described therein.

Premises:

SURFACE ONLY OF:

Noren Tract:

Approximately 120.99 acres of land out of the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas; and

Approximately 0.89 acres of land out of the John Thomas Survey, Abstract No. 610, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas (collectively the "Noren Tract")

SAVE AND EXCEPT a total of 6.88 acres out of the above referenced tracts of land, which have been taken out of the entire acreage that was included in the original Farming Lease.

The above tracts of land shall be collectively referred to as the "Noren Tract"

Dahl Tract

Three separate parcels (14.7 acres; 7.6 acres; and 23.4 acres), SAVE AND EXCEPT 3.7 acres that are not farmable and that will not produce crops, consisting of approximately 42 acres of land, more or less, out of that certain 123.23 acre tract of land out of the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 203, Page 232, Deed Records, Williamson County, Texas (collectively the "Dahl Tract").

SAVE AND EXCEPT the above referenced 14.7 acre tract of land, which has been taken out of the entire acreage that was included in the original Farming Lease.

The aforementioned and described tracts shall be collectively referred to herein as the "Noren and Dahl Tracts".

The boundaries of the acreage comprising the said Noren and Dahl Tracts is further described and depicted in the attached sketch labeled Exhibit "A", which is incorporated herein for all purposes.

Current Premises:

On or about May 9, 2006, Landlord agreed to lease one of the four above cited parcels out of the Dahl Tract to the City of Hutto, Texas for the sole purposes of establishing and maintaining athletic fields thereon. Such parcel being the 25 acre parcel that adjoins the western border of the 24.09 acre parcel in the Dahl Tract. The City of Hutto has not begun any construction of such athletic fields as of the date of this Farm Lease Extension Agreement. However, in the event that the City of Hutto should begin to use the said 25 acre parcel for purposes of athletic fields during the term of this Farm Lease Extension Agreement and thereby damages any of Tenant's crop or crop preparation efforts, Landlord agrees to reimburse Tenant for Tenant's actual damages, which may include costs of planted crops, costs of land preparation, fertilizer costs and any proportionate amount of rents paid for the said 25 acre parcel during the term of this Farm Lease Extension Agreement.

Tenant hereby acknowledges and agrees that the total amount of acreage described and included in the original Farming Lease has been decreased throughout the term of the Farming Lease. As of the date of this Farm Lease Extension Agreement, the Noren and Dahl Tracts consist of approximately 142.3 total acres of land, more or less.

In the event that Tenant can prove the total farmable acreage is less than 142.3 acres, Tenant shall provide such evidence to Landlord's satisfaction. In that event that Landlord is satisfied with Tenant's proof relating to the amount of farmable acreage, Tenant shall only be obligated to pay Landlord for the actual total farmable acres.

Agreement to Extend Farming Lease:

Pursuant to the terms of the Farming Lease, the Landlord and Tenant hereby agree to extend the Farming Lease for one final extension term of twelve (12) months beginning as of January 1, 2013 and ending as of December 31, 2013. All terms and conditions of the Farming Lease shall remain in full force and effect during this extended term. During this extended term, the Base Rent for the Noren and Dahl Tracts shall remain \$45.00 per acre.

Last Extension Term:

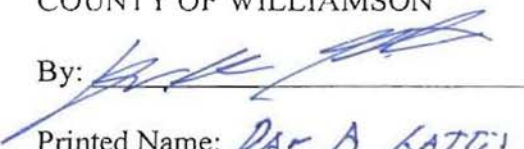
Tenant hereby acknowledges and agrees that this is the last extension of the Farming Lease and that Landlord must offer the Premises for lease pursuant to a competitive bid process or other legal means in the event the Landlord chooses to lease the Premises following the termination of this Farming Lease Extension Agreement.

Landlord shall not be obligated for any costs associated with Tenant's preparation of the Premises for future farming operations and planting seasons beyond December 31, 2013. Tenant is advised by Landlord to not apply any fertilizer or otherwise prepare the Premises for future farming operations since Landlord may either choose to not lease the Premises for farming purposes or award a farming lease to a successful bidder other than Tenant following the termination of this Farming Lease Extension Agreement, which is December 31, 2013.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

LANDLORD:

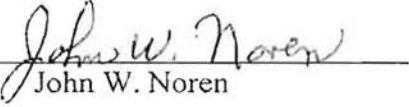
COUNTY OF WILLIAMSON

By: 

Printed Name: Dar A Latta

Representative Capacity: Williamson County Judge

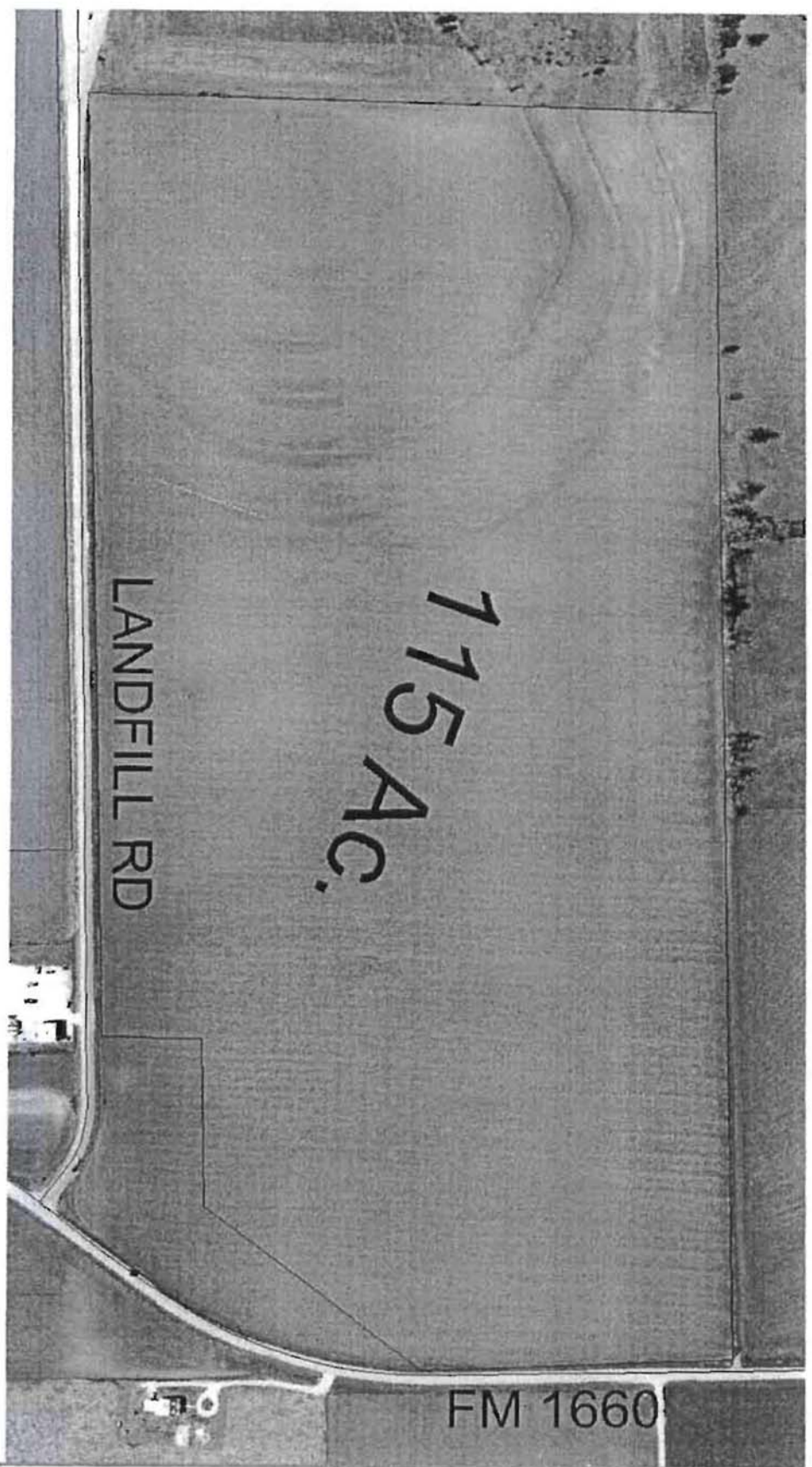
TENANT:

By: 

John W. Noren

EXHIBIT "A"

NOREN TRACT



LANDFILL RD

115 AC.

FM 1660

DAHL TRACT

