

SECOND AMENDMENT TO FARM LEASE

THIS SECOND AMENDMENT TO FARM LEASE (this "Amendment") is entered into between Williamson County, Texas ("Lessor"), and Jerry W. Roznovak and Nadine Johnson, ("Lessee").

RECITALS:

A. Lessor and Lessee entered into a certain Farm Lease (the "Lease") for premises identified in the preamble of the Lease as being the SURFACE ONLY, excluding the minerals, of approximately 192 acres, more or less, of land situated in Williamson County, Texas, as more fully described in Exhibits "A", "A-1" and "A-2" of the Lease (the "Premises");

B. The Lessor and Lessee thereafter entered into a First Amendment to Farm Lease effective October 1, 2015 wherein the amount of acreage within the Premises was decreased from 192 acres to 157 acres due to the landfill operations adjacent to the Premises;

C. Due to further expansion of the adjacent landfill, it is necessary to further decrease the Premises from 157 acres to 133.5 acres and to proportionately reduce the amount of rent to be paid during the remainder of the Lease Term due to such reduction; and

D. Lessor and Lessee now desire to amend the Lease subject to the terms and conditions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease, the parties hereto agree, and the Lease is amended as follows:

AGREEMENTS:

1. **Definitions.** All terms not otherwise defined herein shall have the meanings given them in the Lease.
2. **Decrease of Premises.** For the final Fifth Lease Period, which is defined in the Lease as being the period from October 1, 2017 to September 30, 2018, Lessor and Lessee agree to decrease the amount of acreage of the Premises from the current 157 acres, more or less, to the lesser amount of 133.5 acres, more or less. The Premises shall now be as described and consist of the acreage set forth in Exhibits "A" and "A-1", which are attached hereto and incorporated herein for all purposes.
3. **Rent for Remainder of Lease Term.** Due to the above described decrease in the size of the Premises, Lessor hereby agrees to decrease the Rent amount due for the remaining Lease Periods of the Lease Term from the current amount of \$8,635.00 (approximately 157 acres at \$55.00 per acre) to the lesser amount of \$7,342.50 (approximately 133.5 acres at \$55.00 per acre) for the last Fifth Lease Period.

4. **Credit for Incurred Expenses.** At the time of receiving notice from Lessor that Lessor needed to reduce the amount of acreage that was a part of the original Premises, Lessee had already begun to prepare such acreage for the upcoming planting season. The area that is being deducted from the current Premises consists of 23.5 acres, more or less, and it is depicted in the attached Exhibit "A-1". Lessee has already incurred time, material, expenses and labor associated with preparing the deducted 23.5 acres for the Fifth Lease Period in the amount of \$940.00. Lessor hereby agrees to offset and credit Lessee's Fifth Lease Period annual rental amount of \$7,342.50 in the amount of \$940.00 and Lessee will accept said credit and offset amount as payment in full for all expenses relating to 23.5 acres that is being deducted from the current Premises. Thus, Lessee's total annual rental for the Fifth Lease Period shall be \$6,402.50.

5. **Amount of Fifth Lease Period Rental Payments.** The new rental installment payment amount to be paid on or before January 31, 2018 shall be \$3,201.25 and \$3,201.25 to be paid on or before September 30, 2018 during the final Fifth Lease Period of the Lease Term.

6. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Lease; and the Lease and this Amendment are the valid, binding and enforceable obligations of such party.

7. **Full Force and Effect.** Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease, as modified herein, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease.

8. **Extent of Amendment.** All other terms of the Lease and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be, to be effective as of the commencement of the Fifth Lease Period, being October 1, 2017.

Lessor:

Williamson County, Texas

By: 

Dan A. Gattis,
Williamson County Judge

Lessee:

By: 

Jerry W. Roznovak

By: 

Nadine Johnson

Exhibit "A"

Approximately **133.5 acres** of land, more or less, being out of both a 201.54 acre tract of land in the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 496, Page 524, Deed Records, Williamson County, Texas and out of that certain 60 acre tract of land in the John Dykes Survey, Abstract No. 186-A, Williamson County, Texas, as described in Volume 496, Page 521, Deed Records, Williamson County, Texas. The boundary of the Premises is identified and depicted in Exhibit "A-1" following this Exhibit "A".

Exhibit "A-1"

