

AGENDA ITEM # 10

October 14, 1997

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Consider approving farm lease for John Noren.

Moved. Judge Doerfler

Seconded. Commissioner Boatright

Motion. To approve farm lease for John Noren from October 1, 1997 to December 31, 1998, with renewal date of June 1, 1998

Vote Motion carried 4 - 0

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FARM LEASE
LEASE TERMS AND DEFINITIONS

Date: October 14, 1997

Landlord: COUNTY OF WILLIAMSON

Landlord's Mailing Address:

COUNTY OF WILLIAMSON
800 Austin Avenue
Williamson County Courthouse
Georgetown, Texas 78626
Williamson County

Tenant: JOHN W. NOREN

Tenant's Mailing Address:

JOHN W. NOREN
3711 County Road 100
Hutto, Texas 78634
Williamson County

Premises:

SURFACE ONLY of:

TRACT I: Approximately 123.552 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.

TRACT II: Approximately 1.448 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.

TRACT III: Approximately 123.23 acres 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, SAVE AND EXCEPT .0732 acres of land described in a Right of Way Deed to State of Texas, Recorded in Volume 476, Pages 580-589, Deed Records of Williamson County, Texas.

Base Rent (annual): \$11,023.20, or \$48.00 per acre for 122.65 cultivated acres in Tracts I and II and 107 cultivated acres in Tract III, payable as follows: \$5511.60 on or within seven days of January 1, 1998, and \$5511.60 on or before October 1, 1998.

Commencement Date: October 1, 1997.

~~RENEWAL DATE~~ Renewal Date: June 1, 1998.

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Security Deposit: N/A

Use: Solely for planting, raising, and harvesting of crops and no other purpose.

"Rent" means Base Rent plus any other sums of money due Landlord by Tenant.

"Landlord" means Landlord, its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant, its agents, employees, invitees, licensees, or visitors.

LEASE CLAUSES AND COVENANTS

A. Tenant agrees to--

1. Lease the premises for the entire term beginning on the commencement date and ending on the termination date. Tenant will continue to occupy and manage the farm through harvest.

2. Accept the premises in their present condition "as is", the premises being currently suitable for Tenant's intended use.

3. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the premises.

4. Pay, as additional rent, all other sums due under this lease.

5. Pay a late charge of 5 percent of any rent not received by Landlord by the tenth day of the month in which it is due.

6. Pay for all labor, fuel, utility services and all other expenses incurred by Tenant.

7. Pay for all taxes on Tenant's personal property located on the premises.

8. Allow Landlord to enter the premises to perform Landlord's obligations, inspect the premises, and show the premises to prospective purchasers or tenants.

9. Repair, replace, and maintain any part of the premises that Landlord is not obligated to repair, replace or maintain, normal wear excepted.

10. Repair or replace any damage to the premises caused by Tenant.

11. Submit in writing to Landlord any request for repairs, replacement, or maintenance that are the obligation of Landlord.

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12. Since Tenant is responsible for all management decisions, Landlord shall have no liability for any legal claim that may arise from Tenant or any third party for any action taken by Tenant on or in regard to the premises. Tenant agrees to indemnify, defend, and hold harmless Landlord from any loss, attorney's fees, expenses, or claims arising out of Tenant's use of the premises.

13. Vacate the premises on termination of the lease when all crops are harvested, and lease for the following term has not been negotiated.

14. Pay all costs of planting, raising, and harvesting the crops, unless Landlord elects to receive payment in kind, in which case costs will be shared in same proportions as the crops.

15. 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.

16. Keep all gates on the premises closed and locked, ingress to and egress from the premises being at those places designated by the Landlord.

B. Tenant agrees not to--

1. Use the premises for any purpose other than that stated in the lease terms and definitions.

2. Create or allow a nuisance or permit any waste of the premises.

3. Alter the premises.

4. Allow a lien to be placed on the premises.

5. Assign this lease or sublease any portion of the premises without Landlord's written consent.

6. Litter or leave trash or debris on the premises.

C. Landlord agrees to --

1. Lease to Tenant the premises for the entire term beginning on the commencement date and ending on the termination date. Tenant will continue to occupy and manage the premises through harvest.

2. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the premises.

3. Allow Tenant the right to harvest all crops, if property is leased to a third party.

4. Reimburse Tenant for any and all damages to crops or pre-

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pared lands caused by Landlord or Landlord's agents or employees.

D. Landlord agrees not to --

1. Other than as provided herein, allow any use of the premises inconsistent with Tenant's permitted use as long as Tenant is not in default.

2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. Alterations. Any physical additions or improvements to the premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at Tenant's cost, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted.

2. Abatement. Tenant's covenant to pay rent and Landlord's covenants are independent. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason.

3. Release of Claims/Subrogation. Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises or Tenant's personal property by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by the law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

4. Default by Landlord/Events. A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty days after written notice.

5. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to (a) sue for damages and (b) terminate this lease.

6. Default by Tenant/Events. Events of default by Tenant are (a) failing to pay timely rent; (b) abandoning or vacating a substantial portion of the premises; or (c) failing to comply within ten days after written notice with any other provision of this lease, other than the events of default set forth in (a) and (b) above.

7. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter upon and take possession of the premises, after which Landlord may relet the premises on behalf of Tenant and receive the rent directly by reason of the reletting, and (b) sue for damages.

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and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the premises and perform Tenant's obligations; or (c) terminate this lease by written notice and sue for damages. Landlord may enter upon and take possession of the premises by self-help, by picking or changing locks if necessary and may lock out Tenant or any other person who may be farming the premises, until the default is cured, without being liable for damages.

8. Default/Waiver/Mitigation. It is not a waiver of default if the defaulting party fails to declare immediately an event of default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

9. Holdover. If Tenant does not vacate the premises following termination of this lease, beyond harvest of all crops, Tenant shall be deemed a tenant at will and shall vacate the premises upon receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term.

10. Alternative Dispute Resolution Provision. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

11. Attorney's Fees. If either party retains an attorney to enforce this lease, the party who prevails at the time of trial is entitled to recover reasonable attorney's fees.

12. Venue. Venue is in the county in which the premises are located.

13. Entire Agreement. This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

14. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

15. Limitation of Warranties. Landlord and Tenant agree that there are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

16. Notices. Any notices required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to Landlord or Tenant at

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the addresses.

F. Other Provisions.

1. The parties agree and understand that the Landlord, as a governmental entity, cannot enter into long-term contracts or lease agreements, without accepting competitive bids, and the lease for subsequent years shall be advertised for bid and awarded by the Williamson County Commissioners' Court to the highest and best bidder prior to the expiration of each successive lease.

2. Tenant has previously reserved the Right of First Refusal to match the highest and best bid accepted by the Commissioners' Court for future leases.

3. This lease is subject to the Landlord's right to remove acreage from farm production for landfill or associated use. Should any acreage be removed prior to harvest, Tenant shall be reimbursed any and all actual costs and expenses incurred before releasing said acreage. Expenses which may be incurred include lease costs, shredding and disking- \$6.00 per acre, plowing out stalks- \$7.00 per acre, marking rows- \$6.00 per acre, disking flat- \$6.00 per acre, chemicals and their application, fertilizer, seed and cultivation costs, all depending upon time of removal from production.

4. Landlord is responsible for any major soil conservation work and any repairs or improvements as determined to be necessary for the upkeep of the premises. Tenant shall submit said improvement requests in writing, and Landlord reserves the right to reject any and all requests if Landlord determines that the requested improvements are not necessary.

LANDLORD

COUNTY OF WILLIAMSON

BY. John C. Doerfler 10-14-97

JOHN DOERFLER, COUNTY JUDGE

TENANT

John W. Noren
JOHN W. NOREN

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AGENDA ITEM # 11

October 14, 1997

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Consider approving the appointment of Jerry Dewayne Castleberry as Deputy Constable of Precinct #1.

Moved. Commissioner Boatright

Seconded Judge Doerfler

Motion: To approve the appointment of Jerry Dewayne Castleberry as Deputy Constable of Precinct #1

Vote: Motion carried 4 - 0

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