

Farming Lease

Terms

Date: January 31, 2023

Landlord: Garza County, Texas, a governmental entity

Landlord's address:

Garza County, Texas
% Garza County Judge
Garza County Courthouse
300 West Main
Post, Texas 79356

Tenant: _____

Tenant's address:

Premises: SURFACE ONLY of approximately 173.0 acres of farmland, situated in Bailey County, Texas.

Property description: 172.36 acres, more or less, in Abstract 38, of Labor #4 and #5, League 212, Garza County School Land, situated in Bailey County, Texas.

Base Rent:

Rent shall be payable annually on 173.0 acres of farmland at the rate of \$_____ per acre for each acre cultivated with cotton and/or \$_____ per acre for each remaining acre or for each acre cultivated with other crops.

\$_____ (173.0 acres @\$_____/acre) shall be due on the 1st day of February each year beginning February 1, 2023. In the event Tenant elects to farm any acreage with cotton, additional annual rent (cotton acreage @ \$_____/acres) shall be due on January 1, 2024.

Terms (months): 36 months

Commencement Date: February 1, 2023

Termination Date: January 31, 2026

Security Deposit: \$ -0-

Use: Solely for planting, raising, and harvesting cotton, milo, haygrazer and other crops.

Amount of Liability Insurance

Death/bodily injury: \$ -0-

Property: \$ -0-

Definitions

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

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

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

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.

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, and rules and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulation of the United States Department of Agriculture and the Texas Agriculture Commissioner.

4. Pay the Base Rent when it is due to Landlord at Landlord's Address.

5. Pay, as additional Rent, all other amounts due under this lease.

6. Pay all taxes on the crops readied on and Tenant's personal property located on the Premises.

7. Allow Landlord to enter the Premises to inspect the Premises.

8. Repair or replace any damage to the Premises caused by Tenant.

9. Indemnify, defend,, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.

10. Vacate the Premises on termination of this lease.

11. Pay all costs of planting, raising, and harvesting the crops.

12. 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.

13. Maintain adequate records on all matters related to farming the Premises and provide Landlord with a copy.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than that stated in the lease.

2. Create or allow a nuisance or permit any waste from the Premises.

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

4. Hunt or fish the Premises or allow anyone else to do so.

5. Litter or leave trash or debris on the Premises.

6. Allow a lien to be placed 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.

2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the United States Department of Agriculture and the Texas Department of Agriculture.

D. Landlord agrees not to -

1. 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 termination of this lease and at Tenant's expense, remove any physical additions and improvements 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 will not be entitled to abate Rent for any reason.

3. *Landlord's Lien.* Tenant grants to Landlord a security interest in the collateral to secure payment and performance by Tenant of all obligations and payments due from Tenant under this lease. The collateral will include all of Tenant's crops and personal property located or to be located on the Premises, and all products, proceeds and governmental payments relating to such property.

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 sue for damages and terminate this lease.

6. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent' (b) abandoning or vacating a substantial portion of the Premises; and (c) failing to comply within thirty after written notice with any provision of this lease.

7. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premise, after which Landlord may relet the Promises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; and (b) terminate this lease by written notice and sue for damages. Landlord may enter 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. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

9. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

10. *Venue.* Venue is in the county in which the Premises are located.

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

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

13. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

F. Special Provisions Regarding Minerals:

1. *Lessor:* Any and all mineral, oil, gas, and hydrocarbon leases may be executed by Lessor without Lessee's permission or joinder.
2. Growing crop damages shall be paid to Lessee.
3. Loss of acres due to producing mineral leases shall be reimbursed at the per acre lease rate.

G. Special Provisions Regarding Wind Turbines:

1. Leases/contracts may be executed without permission or joinder of Lessee.
2. Growing crop damage shall be paid to Lessee.

3. Any and all other damages or payments shall be paid to Lessor.
No water or other natural resource shall be sold, bartered, or conveyed from the leased premises. This does not include growing crops.

Garza County, Texas

Lessor: _____
Lee Norman
Garza County Judge

State of Texas

This instrument was acknowledged and signed by Lee Norman before me on ____ day of _____, 2023, in the capacity therein stated.

Notary Public - State of Texas

BY: _____

State of Texas

This instrument was acknowledged and signed by _____ before me on ____ day of _____, 2023, in the capacity therein stated.

Notary Public - State of Texas