

Agricultural Lease

Basic Information

Date: 4-1-2026, 2026 ("Effective Date")

Landlord: City of Pflugerville, TX

Landlord's Address: P.O. Box 589, Pflugerville, TX

78691 Tenant: Mark Prinz

Tenant's Address:

Premises: SURFACE ONLY of approximately 72 acres of land, situated in Pflugerville, Travis County, Texas, as described in **Exhibit A** ("Land").

Base Rent:

\$43,200.00 (forty-three thousand, two hundred dollars) annually, due on the Effective Date.

Term (months): 12

Commencement Date: February 1, 2026

Termination Date: February 1, 2027

Security Deposit: \$3,600.00

Permitted Use: Solely for planting, raising, and harvesting corn and no other purpose.

Tenant's Insurance: As required by Insurance Addendum, attached as **Exhibit B**.

A. Definitions

A.1. "Agent" means agents, employees, officers, directors, members and partners of the principal, and, to the extent under the control of the principal, invitees.

A.2. "Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

A.3. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. Tenant agrees to—

B.1.a Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c Obey all laws relating to Tenant's use, maintenance of condition, and occupancy of the Premises, including the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner.

B.1.d Pay the Base Rent when it is due, without demand, to Landlord at Landlord's Address.

B.1.e Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

B.1.f Pay for all labor, fuel, and utility services used by Tenant.

B.1.g Pay all taxes on the crops raised on and Tenant's property located on the Premises.

B.1.h Allow Landlord to enter the Premises to inspect the Premises and show the Premises to prospective purchasers or tenants.

B.1.i Allow Landlord or Landlord's contractors access to the construction area indicated in **Exhibit A** beginning December 1, 2026.

B.1.j Repair, replace, and maintain any part of the Premises used by Tenant.

B.1.k Repair any damage to the Premises or Land caused by Tenant.

B.1.l Maintain the insurance coverages described in the attached Insurance Addendum.

***B.1.m* INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LANDLORD'S AGENTS, SUCCESSORS, AND ASSIGNS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S OR TENANT'S AGENTS', SUCCESSORS', AND ASSIGNS' USE OF THE PREMISES IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF TENANT, ITS AGENTS, SUCCESSORS, AND ASSIGNS, OR THOSE ACTING ON TENANT'S BEHALF, INCLUDING IN WHOLE OR IN PART BY THEIR NEGLIGENT ACTS OR OMISSIONS. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii)**

WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS, SUCCESSORS, AND ASSIGNS BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S AGENTS, SUCCESSORS, AND ASSIGNS.

B.1.n This section intentionally left blank.

B.1.o Vacate the Premises on the last day of the Term.

B.1.p Pay all costs of planting, raising, and harvesting the crops.

B.1.q 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.

B.1.r Maintain adequate records on all matters related to farming the Premises and provide Landlord with a copy within five days of Landlord's request.

B.1.s Keep all gates on the Premises closed and locked.

B.1.t Enter and exit the Premises only at those places designated by Landlord.

B.2. Tenant agrees not to—

B.2.a Use the Premises for any purpose other than the Permitted Use.

B.2.b Create or allow a nuisance or permit any waste of the Premises.

B.2.c Change Landlord's lock system.

B.2.d Alter the Premises, including clearing new roads, moving or erecting any fences, or constructing or locating on the Premises any type of improvement, manufactured housing, or mobile home.

B.2.e Assign this lease or sublease any portion of the Premises without Landlord's written consent.

B.2.f Make any new or change any existing agreement with any governmental entity.

B.2.g Hunt or fish on the Land or allow anyone else to do so.

B.2.h Litter or leave trash or debris on the Premises.

B.2.i Allow a lien to be placed on the Premises.

B.2.j Allow a lien to be placed on the crops raised on or harvested from the Premises.

C. Landlord's Obligations

C.1. Landlord agrees to—

C.1.a Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b Return the Security Deposit to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Premises.

C.1.c Obey all laws relating to Landlord's operation of the Premises.

C.2. Landlord agrees not to—

C.2.a Allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default.

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

D. General Provisions

Landlord and Tenant agree to the following:

D.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, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant may not abate Rent for any reason.

D.3. Release of Claims/Subrogation. **TENANT RELEASES LANDLORD AND LANDLORD'S AGENTS, SUCCESSORS, AND ASSIGNS FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT OR TENANT'S AGENTS, SUCCESSORS, AND ASSIGNS OR TO TENANT'S OR TENANT'S AGENTS', SUCCESSORS', AND ASSIGNS' PROPERTY LOCATED ON THE PREMISES. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED, IN WHOLE OR IN PART, BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS, SUCCESSORS, AND ASSIGNS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS**

NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S AGENTS, SUCCESSORS, AND ASSIGNS.

D.4. Condemnation / Substantial or Partial Taking

D.4a. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.

D.4b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

D.4c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

D.5. 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.

D.6. Default by Landlord / Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and terminate this lease. Tenant may not terminate under this paragraph while in arrears for Rent.

D.7. Default by Tenant / Events. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.8. Default by Tenant / Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter 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 Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) 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.

D.9. Default / Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this lease in the future.

D.10. Mitigation. Landlord and Tenant have a duty to mitigate.

D.11. Security Deposit. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

D.12. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.13. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.14. 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 other fees and court and other costs.

D.15. Venue. Exclusive venue is in Travis County, Texas.

D.16. Entire Agreement. This lease and its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. **LANDLORD HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS ABOUT THE COMMERCIAL SUITABILITY, PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, OR OPERATION OF THE PREMISES OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PREMISES AND THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE. AS AN INDUCEMENT TO LANDLORD TO ENTER INTO THIS LEASE, TENANT EXPRESSLY ACKNOWLEDGES AND WARRANTS THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND TENANT IS NOT RELYING ON ANY REPRESENTATIONS NOT CONTAINED IN THIS LEASE AND ANY EXHIBITS, ADDENDA, AND RIDERS.**

D.17. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.18. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF SUITABILITY, 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.

D.19. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the 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, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.20. Mineral Interests. This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. Landlord will not be liable to Tenant for any damages for actions attributable to

those agreements and will receive all consideration paid therefor. Any damages to growing crops arising from an oil, gas, or mineral interest will be divided between Landlord and Tenant in the same proportions as the crops are divided.

D.21. Landlord's Use. Landlord retains the right to enter on and use and/or permit third parties to enter on and use the Premises for hunting, fishing, and other uses that do not materially interfere with Tenant's farming rights.

D.22. Tenant's Use of Water

D.22a Surface. Tenant shall not impound or cause to impound any waters on the Premises for any use.

D.22b Subsurface. Tenant shall not use any groundwater.

This lease agreement is accepted and effective as of April, 1st, 2026, as evidenced by the execution hereof and the signatures of the undersigned.

CITY OF PFLUGERVILLE

By: _____

Printed Name: Sereniah

Breland Title: City Manager

TENANT

Printed Name: Mark Prinz

Title: Farm Owner



EXHIBIT A
LAND



New Sweden

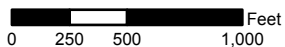
**PID Numbers:
788577 & 723826**

Total Acres: 72.74

12/10/2024

Legend

-
-
- ETJ
- City Limits



When required the City of Pflugerville complies with Texas Local Government Code for public notifications. All notification addresses are derived from tax role information that is certified annually.



Locator Map



EXHIBIT A
LAND

TOTAL LIFT STATION SITE AND DRIVEWAY: 9936 SQ.FT. OR 0.23 AC

TOTAL LIMITS OF CONSTRUCTION: 56669 SQ.FT. OR 1.30 AC

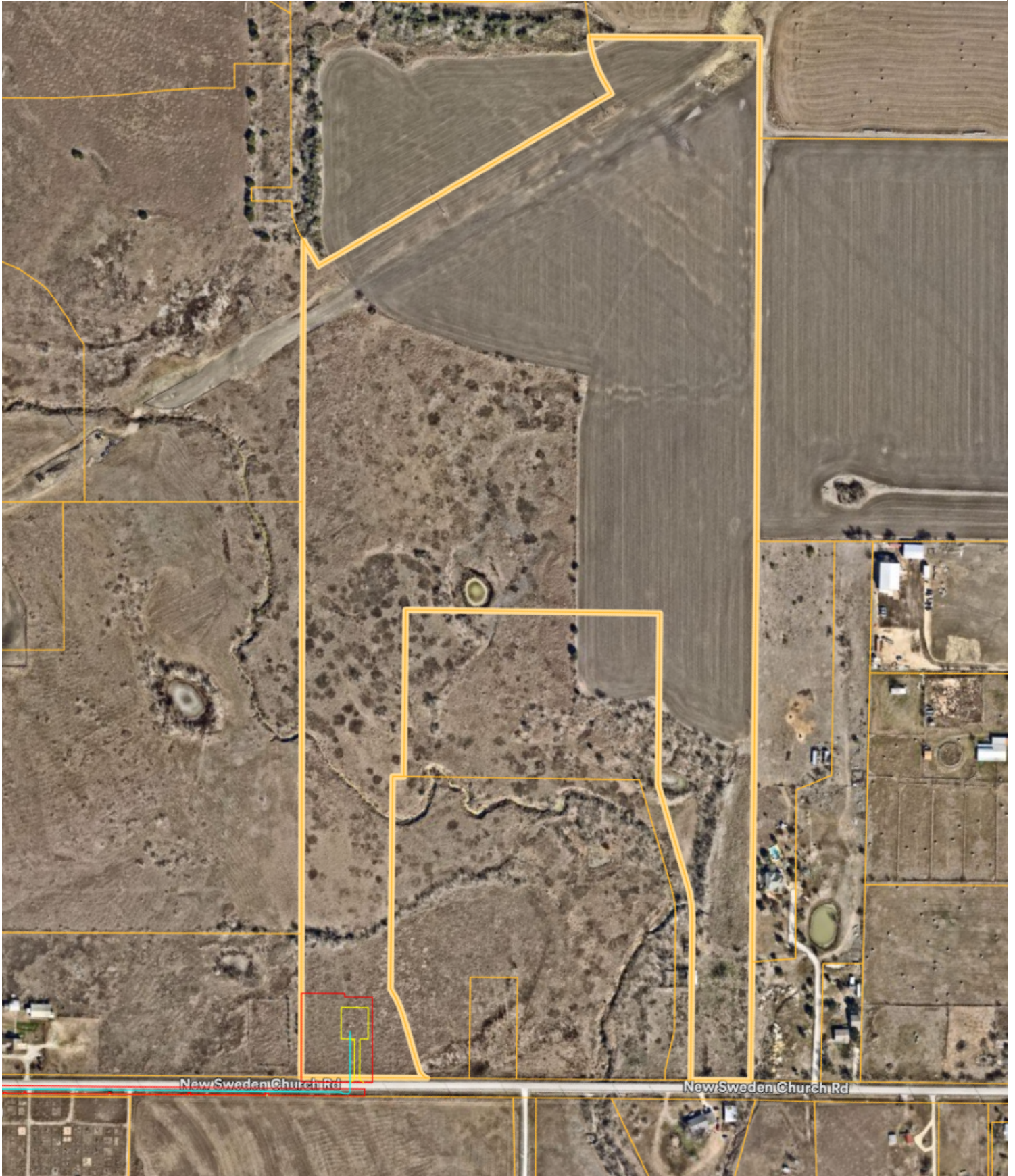


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TOTAL LIFT STATION SITE AND DRIVEWAY: 9936 SQ.FT. OR 0.23 AC

TOTAL LIMITS OF CONSTRUCTION: 56669 SQ.FT. OR 1.30 AC



exclude the sole negligence of Landlord from the definition of “insured contract.”

- b. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.