

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE LEASE OF CITY PROPERTY LOCATED AT 11753 NEW SWEDEN CHURCH ROAD, PFLUGERVILLE; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR OPEN MEETING AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Pflugerville Home Rule Charter requires the authorization of the lease of City land by ordinance; and

WHEREAS, the City desires to authorize and enter a lease of City owned property located within the City’s jurisdictional limits, specifically 11753 New Sweden Church Road (the “Property”); and

WHEREAS, as authorized under law, and in the best interests of the citizens of Pflugerville, Texas, the City Council deems it appropriate to lease the Property for the terms and conditions as provided for in the attached Exhibit A (the “Lease”).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

Section 2: That the recitals contained in the preamble hereto are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

Section 1: That the City Manager is hereby authorized to execute the Lease for the Property and take any other necessary and reasonable action to effectuate the Lease.

Section 3. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein.

Section 4. Cumulative and Repealer Clause. This ordinance shall be cumulative of all other ordinances of the City of Pflugerville, Texas, and shall not operate to repeal or affect any other ordinances of the City except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed to the extent of such conflict.

Section 5. That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 6: This Ordinance will take effect upon its adoption by the City Council and publication of the caption hereof in accordance with Section 3.15(d) of the City Charter.

PASSED AND APPROVED this ____ day of _____, 2025.

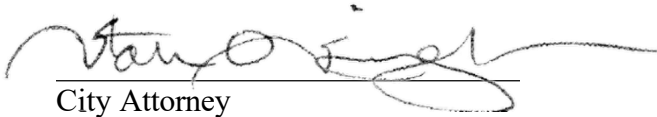
CITY OF PFLUGERVILLE, TEXAS

Victor Gonzales, Mayor

ATTEST:

Trista Evans, City Secretary

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Denton Navarro', written over a horizontal line.

City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.

EXHIBIT A

Agricultural Lease

Basic Information

Date:

Landlord: City of Pflugerville

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 Travis County, Texas, as described in Exhibit A ("Land").

The Premises do not include and Tenant will not be permitted to use the Excluded Improvements.

Base Rent:

\$3,600 (three-thousand six hundred dollars) due on the first day of the month

Term (months): 12

Commencement Date: February 1, 2025

Termination Date: February 1, 2026

Security Deposit: \$500

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

Tenant's Insurance: As required by Insurance Addendum

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

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

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

B.1.l. 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.m. Deliver to Landlord a financing statement perfecting the security interest.

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

B.1.o. 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 the same proportion as the crops.

B.1.p. Cultivate the Premises in a timely, thorough, and farmerlike manner, employing the best methods of farming customarily practiced on like crops in the area.

B.1.q. Maintain adequate records on all matters related to farming the Premises and provide Landlord with a copy.

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

B.1.s. 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 locating on the Premises any type of 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.4.a. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.

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

D.5. 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, livestock, and personal property located or to be located on the Premises, and all products, proceeds, offspring, increase, governmental payments, insurance proceeds, documents of title, and warehouse receipts relating to such property.

This lease is a security agreement under both article 9 of the Texas Business and Commerce Code and the federal Food Security Act of 1985. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest. Tenant agrees to furnish to Landlord a list of the names and addresses of any buyer, commission merchant, or selling agent to or through whom Tenant may sell the collateral. Tenant agrees to notify Landlord of the identity of any buyer, commission merchant, selling agent, or warehouse to or with whom Tenant intends to sell or store the collateral within seven days before any sale or storage of the collateral.

D.6. 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.7. 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.8. 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.9. 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.10. 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.11. Mitigation. Landlord and Tenant have a duty to mitigate.

D.12. 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.13. 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.14. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.15. 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.16. Venue. Exclusive venue is in the county in which the Premises are located.

D.17. 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.18. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.19. 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.20. 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.21. 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.22. 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.23. Crops Grown for Tenant's Use. If Tenant uses any of the Premises for crops for Tenant's use, Tenant will obtain Landlord's written consent and will pay Landlord the average market price for the crop harvested.

D.24. Marketing Landlord's Share. If Landlord elects to receive payment in kind, Landlord will give written notice to Tenant within [number] days after the Commencement Date. Landlord's share will be delivered to Landlord in [county] County, Texas.

D.25. Governmental Payments. If Tenant receives any payment from any governmental agency because of growing or not growing crops on the Premises and the Rent payable hereunder is based on a crop share, that payment will be divided between Tenant and Landlord in the same proportion as set out in the Rent clause.

D.26. Tenant's Use of Water

D.26.a. Surface. Tenant shall not impound or cause to impound waters of the State on the premises for any use.


D.26.b. Subsurface. Any subsurface use of groundwater located within the boundaries of the property are permitted.

This lease agreement is accepted and effective as of _____, 2025, as evidenced by the execution hereof and the signatures of the undersigned.

CITY OF PFLUGERVILLE

By: _____
Printed Name: Sereniah Breland
Title: City Manager

TENANT

By:  _____
Printed Name: Mark Prinz
Title: _____

Insurance Addendum to Lease

Lease

Date: February 1, 2025

Landlord: City of Pflugerville

Tenant: Mark Prinz

This insurance addendum is part of the lease.

Tenant agrees to—

1. Maintain the liability insurance policies required below (mark applicable boxes) during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance	Minimum Policy Limit	
<input type="checkbox"/> Commercial general liability (occurrence basis) endorsed to cover farm operations	Per occurrence:	\$ _____
	Aggregate:	\$ _____
<i>Or</i>		
<input type="checkbox"/> Farm owner's on a renter's form such as AAIS Form No. FO-4		
<i>Or</i>		
<input type="checkbox"/> Farm liability policy		
<input type="checkbox"/> Workers' compensation	\$500,000	
<input type="checkbox"/> Employer's liability	\$ _____	
<input type="checkbox"/> Business automobile liability	\$ _____	
<input type="checkbox"/> Umbrella/excess liability (occurrence basis)	\$ _____	

2. Comply with the following additional insurance requirements:

- a. All liability policies must be endorsed to name Landlord as an "additional insured" on a form that does not exclude coverage for the sole or contributory ordinary negligence of Landlord and must not be endorsed to

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.







New Sweden

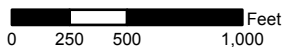
**PID Numbers:
788577 & 723826**

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

