

AMENDED AGRICULTURAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") amends that certain lease entered into on August 31, 2003, with Norman Weiss and is effective as of the 31st day of August, 2019 by and between **CITY OF PFLUGERVILLE, TEXAS**, a home-rule city located in Travis County, Texas, hereinafter referred to as "Lessor," and **VIRGINIA WEISS**, hereinafter referred to as "Lessee," covering the following property and subject to the following terms and provisions:

I.

The property covered by this Lease is a tract of land in Travis County, Texas, more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Leased Premises"). This Lease is made subject to any and all matters of record in Travis County, Texas, to the extent the same are valid and subsisting and affect the Leased Premises.

II.

This Lease will begin on August 31, 2019, and end on August 30, 2020. This Lease shall automatically be renewed for successive additional terms of one (1) year, each on the same terms and conditions and for the same rental as the initial term, unless and until either party gives notice to the other of its intent not to renew said lease for the next year, provided, however, that said notice not to renew the Lease shall be given at least thirty (30) days prior to expiration of the then current lease term. Notwithstanding anything contained herein to the contrary, Lessor may terminate this Lease at any time as to all or any portion of the Leased Premises by delivering at least thirty (30) days prior written notice of termination to Lessee (the "Termination Notice") together with (if the entirety of this Lease is not being terminated) a description of that portion of the Leased Premises as to which this Lease shall then continue. This Lease shall terminate on the date set forth in the Termination Notice without any cost to Lessor.

In the event Lessor terminates this lease prior to expiration of any term, Lessee shall have the right to remove from the Leased Premises any crop planted thereon utilizing normal harvesting procedures during the period of time customary for harvesting said crop. Notwithstanding anything contained herein to the contrary, in the event Lessor's use of the Leased Premises after the termination of the Lease results in the destruction of crops or otherwise interferes with Lessee's ability to harvest crops on all or a portion of the Leased Premises, Lessor shall reimburse Lessee for the actual market value of the crops lost. The actual market value of the crops lost shall be determined by multiplying the average yield per acre for the entire Leased Premises (exclusive of the damaged areas) by the number of acres destroyed, and multiplying such product by the market value of the crop at the time the crop is harvested and sold by Lessee.

III.

Lease rentals from Lessee to Lessor shall be in the total amount of \$1.00 per year. Said lease rentals shall be paid on or before August 31st of each year.

IV.

Lessee shall be solely responsible for and shall perform, at Lessee's sole cost and expense, all necessary repairs and maintenance to and replacement of any and all improvements and equipment located on the Leased Premises, including, without limitation, fences, gates, water tanks, water wells, and pumps. Further, Lessee shall be solely responsible for payment of any and all utilities

for the Leased Premises (e.g. electricity to run pumps for a well). Lessor shall have no obligation to perform any repairs or maintenance or make any replacements of any of the foregoing.

V.

The Leased Premises shall be used solely for farming and pasture land purposes and for no other purpose. This Lease covers only the surface of the Leased Premises.

VI.

Lessee shall occupy the Leased Premises at Lessee's own risk. Lessee accepts possession of the Leased Premises on an "AS-IS," "WHERE-IS" basis. Lessor makes no representations or warranties, implied or express, as to the condition of the Leased Premises and any improvements or equipment located thereon or as to the fitness or suitability of such Leased Premises, improvements and equipment for any purposes whatsoever. Lessee hereby releases Lessor from any claim, demand or cause of action whatsoever for any damage or injury to persons or property which may occur upon the Leased Premises, including, without limitation, any such damage or injury alleged to have resulted from the condition, state of repair or lack of repair of any building, improvement or facility situated on the Leased Premises; and Lessee agrees to indemnify, defend, and hold Lessor harmless from and against all claims, demands or causes of action whatsoever by any person or persons caused by, connected with or growing out of the use or occupancy of the Leased Premises by Lessee, its agents, servants, employees and invitees.

VII.

Lessee shall not be permitted to assign this Lease with the prior written consent of Landlord.

VIII.

In addition to the agreements covered by the foregoing Articles of this Lease, Lessee further agrees as follows:

- a. To take proper care of, and to prevent injury to all trees;
- b. To keep open and in good repair any and all ditches, canals, waterways, and driveways;
- c. To prevent all unnecessary waste, or loss, or damage to the Leased Premises;
- d. To allow no stock on the Leased Premises without Lessor's prior written consent;
- e. To keep the Leased Premises neat and orderly (including the performance of periodical mowing and removal of litter); provided, however, that Lessee shall in no event be responsible for any trash or debris introduced on the Leased Premises by any third party without Lessee's knowledge and consent;
- f. Not to cut live trees, except with Lessor's prior written consent;
- g. Not to record this Lease

IX.

Lessor shall have the right to terminate this Lease in the event Lessee fails to keep any of the other covenants of this Lease, provided, however, that Lessor shall first notify Lessee in writing of such failure to keep any of the other covenants of this Lease, and if Lessee does not remedy such failure within ten (10) days from the date of such notice, this Lease shall automatically terminate.

Except as expressly provided herein, upon the termination of this Lease, however the same may occur or be brought about, Lessee shall have no further right to any use whatsoever of the Leased Premises and Lessee agrees to remove all of its personal property from the Leased Premises and Lessor shall have no responsibility or liability whatsoever for any such property left on the Leased Premises after the termination hereof.

X.

Lessor reserves the right to itself, its employees, assigns, agents, contractors, or prospective buyers, to enter upon the Leased Premises at any reasonable time for the purpose of viewing, surveying, testing, or inspecting the same.

XI.

Lessee shall not cause or permit any "Hazardous Substance" (as defined below) to be used, stored, generated or disposed on or in the Leased Premises by Lessee, Lessee's agents, employees, contractors or invitees without first obtaining Lessor's written consent. If Hazardous Substances are used, stored, generated or disposed on or in the Leased Premises, except as permitted above, or if the Leased Premises becomes contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify and hold harmless Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Leased Premises, damages caused by loss or restriction of developable acreage or any damages caused by adverse impact on marketing of the Leased Premises, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the term of this Lease and arising as a result of that contamination by Lessee or from Lessee's failure to comply fully with all "Environmental Laws" (as defined below) which apply to Lessee's use and occupancy of the Leased Premises. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Lessee, at its sole expense, shall promptly take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the Leased Premises. Lessee shall first obtain Lessor's approval for any such remedial action. Lessee agrees that it will comply with all "Environmental Laws" (as defined below) which apply to its use and occupancy of the Leased Premises. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive or corrosive and that is regulated by statute, regulation, order or judicial decision, by any local government, the State of Texas or the United States Government. Such regulations, statutes, orders and judicial decisions are sometimes called "Environmental Laws" in this Lease. "Hazardous Substance" includes any and all materials or substances that are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes, but is not restricted to, asbestos-containing materials, polychlorobiphenyls ("PCB's"), petroleum and petroleum-based products, pesticides, herbicides and underground storage tanks.

XII.

Any notice required or permitted hereunder may be given by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at their addresses shown below and same shall be considered delivered forty-eight (48) hours after deposit in the United States mail.

EXECUTED on this ____ day of _____, 2019.

LESSOR:

CITY OF PFLUGERVILLE, TEXAS
a home-rule city in Travis County, Texas

By: _____
Sereniah Breland, City Manager

ADDRESS OF LESSOR:

P.O. Box 589
Pflugerville, Texas 78691

LESSEE:

By: _____
Virginia Weiss
Independent Executor of the
Estate of Norman Weiss

ADDRESS OF LESSEE:

Exhibit "A"
Leased Premises

