

**GRAZING LEASE**

**Basic Terms**

**Date:** September 1, 2024

**Lavaca County:** Lavaca County, a political subdivision of the State of Texas  
P.O. Box 243  
Hallettsville, Texas 77964

**Tenant:** \_\_\_\_\_

**Tenant's Address:** \_\_\_\_\_  
\_\_\_\_\_

**Property:** SURFACE ONLY of approximately 60 acres of land, situated in Lavaca County, Texas ("Land") known as the "Lavaca County Farm" more particularly described on Exhibit A attached hereto. The Land does not include approximately three acres fenced off on the Land which is currently used by Lavaca County for storage of county materials.

**Term:** 5 year

**Commencement Date:** September 1, 2024

**Termination Date:** August 31, 2029

**Permitted Use:** Solely for grazing or farming

**Base Rent (yearly):** \$ \_\_\_\_\_

**Tenant's Insurance:** As required by Insurance Addendum

**DEFINITIONS**

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

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

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Lavaca County.

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

## CLAUSES AND COVENANTS

### A. Tenant agrees to -

1. Lease the Land for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Land in their present condition "AS IS", including but not limited to no electricity, non-operational water well and limited water supply.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Land.
4. Pay on **September 1, 2024** and yearly thereafter on the **1<sup>st</sup>** day of **September** the Base Rent of \$ \_\_\_\_\_ to Lavaca County at Lavaca County's address.
5. Pay a late charge of 5 percent of any Rent not received by Lavaca County by the tenth day after it is due.
6. Pay for all labor, fuel, and utility services used by Tenant.
7. Repair, replace, and maintain any part of the Land used by Tenant.
8. Repair any damage to the Land caused by Tenant.
9. Maintain the insurance coverage described in the attached Insurance Addendum.
10. INDEMNIFY, DEFEND, AND HOLD LAVACA COUNTY 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 NEGLIGENT USE OF THE LAND.
11. Vacate the Land on the last day of the Term.
12. Keep all gates on the Land closed and locked.
13. Maintain all fencing and pay for all costs to repair the fencing on the Land in a manner to insure grazing livestock remains contained on the Land.
14. Enter and exit the Land at those places designated by Lavaca County.

### B. Tenant agrees not to -

1. Use the Land for any purpose other than the Permitted Use.
2. Create or allow a nuisance or permit any waste of the Land.
3. Change Lavaca County's lock system, if any.

4. Alter the Land, including clearing new roads, moving or erecting any fences, or locating on the Land any type of manufactured housing or mobile home.
5. Allow a lien to be placed on the Land
6. Assign this lease or sublease any portion of the Land without Lavaca County's written consent.
7. Hunt or fish on the Land or allow anyone else to do so.
8. Litter or leave trash or debris on the Land.

**C. Lavaca County agrees to -**

Lease to Tenant the Land for the entire Term beginning on the Commencement Date and ending on the Termination Date.

**D. Lavaca County agrees not to -**

1. Allow any use of the Land inconsistent with the Permitted Use as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

**E. Lavaca County and Tenant agree to the following:**

1. *Alterations.* Any physical additions or improvements to the Land made by Tenant will become the property of Lavaca County. Lavaca County may require that Tenant, at termination of the lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Land to the condition existing at the Commencement Date, normal wear excepted.
2. *Abatement.* Tenant's covenant to pay Rent and Lavaca County's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason'.
3. *Release of Claims.* TENANT RELEASES LAVACA COUNTY FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT OR TO TENANT'S PROPERTY LOCATED ON THE LAND.
4. *Default by Lavaca County/Events.* A default by Lavaca County is the failure to comply with any provision of this lease that is not cured within thirty days after written notice.
5. *Default by Lavaca County/Tenant's Remedies.* Tenant's remedies for Lavaca County'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 Land; 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) above.

7. *Default by Tenant/Lavaca County's Remedies.* Lavaca County's remedies for Tenant's default are to (a) enter and take possession of the Land, after which Lavaca County may relet the Land on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Lavaca County for any expenditures made in order to relet; (b) enter the Land and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Lavaca County may enter and take possession of the Land by self-help, by picking or changing locks if necessary, and may lock out Tenants or any other person who may be using the Land for grazing, until the default is cured, without being liable for damages.

8. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a 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. Lavaca County and Tenant have a duty to mitigate damages.

9. *Holdover.* If Tenant does not vacate the land following termination of this lease, Tenant will become a tenant at will and must vacate the Land on receipt of notice from Lavaca County. No holding over by Tenant, whether with or without the consent of Lavaca County, will extend the Term.

10. *Alternative Dispute Resolution.* Lavaca County 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 prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

12. *Venue.* Exclusive venue is in Lavaca County, Texas

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 any 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 Lavaca County and Tenant.

15. *Limitation of Warranties.* 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 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 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, 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.

17. *Mineral Interests.* This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. Lavaca County will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefore.

18. *Lavaca County's Use.* Lavaca County retains the right to permit third parties to use the Land that do not materially interfere with Tenant's grazing rights. Lavaca County reserves the right to terrace the Land if required to avoid erosion.

Lavaca County, a political subdivision of the State of Texas

Tenant's Name: \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Keith Mudd Lavaca County  
Judge

**Insurance Addendum to Lease**

**Date:** September 1, 2024

**Lavaca County:** Lavaca County, a political subdivision of Texas

**Tenant:** \_\_\_\_\_

This insurance addendum is part of the lease.

**Tenant agrees to -**

1. Maintain the liability insurance policies required below during the Term and any period before or after the Term when Tenant is present on the Land:

<b>Type of Insurance</b>	<b>Minimum Policy Limit</b>	
Farm Liability Policy	Per occurrence:	<b>\$10,000</b>
	Aggregate:	<b>\$10,000</b>

2. Comply with the following additional insurance requirements:
  - a. All liability policies must be endorsed to name Lavaca County as an "additional insured" on a form that does not exclude coverage for the sole or contributory ordinary negligence of Lavaca County and must not be endorsed to exclude the sole negligence of Lavaca County 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 Lavaca County before entering the Land and thereafter at least ten days before the expiration of the policies.

Field notes for Lavaca Co. Poor Farm.  
Field notes Poor Farm  
Exhibit A

①  
Field notes for Lavaca Co. Poor Farm.

All that certain tract or parcel of land situated in Lavaca County, Texas, commonly known as the Lavaca County Poor Farm, about 2 miles south from Hallettsville, a part of the John Morris Survey, and described by metes and bounds as follows, ---

Beginning at a stake set in the south margin of the Hallettsville-Ezzell road, 111 varas south 3 deg. west from a post under the southwest corner of the bridge floor over the Lavaca River, said stake being at the turn of said road:

Thence with said road margin, S. 61 E. 170 varas, S. 54-1/2 E. 76 varas, S. 40 E. 91 varas, S. 39-1/2 E. 45 varas, S. 19-1/2 E. 29 varas, S. 1 E. 27 varas, S. 12 W. 24 varas, S. 17 W. 270 varas, S. 18 W. 189 varas and S. 27-3/4 W. 72 varas to a stake in said road margin, and the N. E. corner of a negro Cemetery:

Thence S. 89 W. 70 varas to the N. W. corner of said cemetery:

Thence S. 24-1/2 W. 164-1/2 varas to the S. W. corner of said cemetery and the north bdy. line of Roy & Donald Young:

Thence N. 89 W. 200 varas to the N. W. corner of said Young tract of land and the E. bdy. line of J. C. Strauss:

Thence with said Strauss east line and with a fence line, which is irregular as follows, -N. 5 W. 53 varas, N. 4 W. 50 varas, N. 1/2 W. 46 varas, N. 4 E. 75 varas, N. 12-1/2 E. 76 varas, N. 2-1/2 W. 75 varas, N. 7-1/2 E. 38 varas, N. 49 W. 25 varas, and N. 1 E. 171 varas to the N. E. corner of said Strauss land and S. E. corner of M. A. Strunk land;

Thence with his E. bdy. line, N. 47 E. 32 varas, N. 2 W. 55 varas and N. 28 E. 99 varas to said Strauss inside corner:

Thence with his S. line, N. 86-1/2 E. 276 varas to a stake:

Thence with said Strunk E. bdy. line, N. 13 W. 82 varas, N. 10 W. 80 varas, N. 20 E. 3 varas and N. 1/2 W. 30 varas to the place of beginning, containing 63.55 acres of land."

Surveyed Feb. 23, 1951.

Variation, 9:45 E.

Chain carriers (Anton Palitza,  
(Ewald Lenz.

I, F. W. Hons, County Surveyor, Lavaca County, Texas, do hereby certify that the foregoing survey was made by me on the ground and according to law: that the limits, boundaries and corners, with the marks, natural and artificial are truly described and set forth in the foregoing field notes, just as I found them on the ground.

Witness my hand this 26th day of February, A. D. 1951.

F. W. Hons  
Co. Surveyor, Lavaca County.

SW. corner of  
bridge floor

Lavaca R.

M.A. Strunk

N 8 6/8 E 276

S 8 1/2 E 25  
S 1 1/2 E 27  
S 1 E 27  
S 1 2 W 28

Lavaca County Poor Farm.  
63.55 A.

J.C. Strauss

N 2 W 55 N 28 E 99

N 4 N 4 E

N 1 E 191

N 4 N 4 W

N 2 N 2 E

N 2 N 2 W

N 1 1/2 N 1 1/2 E

N 4 N 4 E

N 2 N 2 W

N 4 N 4 W

N 5 N 5 W

N 8 4 W 260

S 8 1/2 W 70  
N 4 1/2 W 11 1/2  
N 4 1/2 Cemetery  
7.75 A.

S 17 1/2 W 270

S 1 8 W 183  
S 8 1/2 W 281  
S 1 8 W 183



100 Vs. = 1 inch.

Surveyed Feb. 23,  
1956 F.W. Hone, County  
Surveyor - Lavaca Co., Te.

Roy & Donald Young