

ADDENDUM NO. 1
to the
Specifications and Lease Documents
for the
Agricultural Lease, Langdon Tract, 60 Acres

Bid Number 2026.14



Clarifications and revisions to the original contract documents and specifications have been deemed necessary, and in certain cases, revisions to the original Contract Documents and specifications are required. If discrepancies and/or inconsistencies exist between these specified revisions and the original Contract Documents and Specifications, said Addendum No. 1 shall govern.

Please note the following changes.

Specifications for Agricultural Lease, Langdon Tract, 60 Acres

(Page 19) Term of Lease

- Change - 1st Year: from November 1, 2026 thru August 31, 2027 to **October 1, 2026 thru August 31, 2027**

Agricultural Lease – Basic Information

- (Page 25) Lease Date: Change Lease Effective Date from November 1, 2026 to **October 1, 2026**
- (Page 26) Commencement Date: Change from November 1, 2026 to **October 1, 2026**
- (Bottom of Page 32) “IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective as of November 1, 2026” change November 1, 2026 to **October 1, 2026**.

Insurance Addendum to Lease

- (Page 35) Lease Date: Change Lease Effective Date from November 1, 2026 to October 1, 2026
- (Top of Page 37): “IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective as of November 1, 2026” change November 1, 2026 to **October 1, 2026**.

Acknowledgement of Addendum No. 1

The undersigned affirms that they are duly authorized to acknowledge receipt of Addendum No. 1 for Bid Number 2026.14 – Agricultural Lease, Langdon Tract, 60 Acres.

The undersigned affirms that Addendum No. 1 has been incorporated into their bid.

Please return this form with your bid.

Name

Authorized Signature

Date

**SPECIFICATIONS FOR
AGRICULTURAL LEASE
LANGDON TRACT
60 ACRES
(Revised)**

BY ORDER of the Commissioners Court of Calhoun County, Texas, sealed bids will be received for the lease of the premises described below:

DESCRIPTION OF PREMISES TO BE LEASED:

SURFACE ONLY of all the tillable land, estimated to contain 60 acres of land, more or less (which will be treated as containing 60 acres regardless of whether it contains more or less), which 60 acres of tillable land is all of the tillable land contained in a certain 83.19 acre tract (said land being a part of the Calhoun County Sanitary Landfill Operation fronting on the Southern Pacific Railroad right-of-way) of that certain tract or parcel of land containing 174.93 acres of land (found by resurvey to contain 175.13) commonly known as the Langdon Tract and described in that certain deed from Patsy L. Johnson to Calhoun County, in Volume 296, Page 822 of the Deed Records of Calhoun County, Texas approximately 175.13 acres of land, situated in Calhoun County, Texas. The premises to be leased is outlined and identified on Exhibit "A" (Premises).

The premises do not include and the bidder will not be permitted to use the Excluded Improvements.

Excluded Improvements are any structure, improvement, or equipment situated on the premises and constructed or installed by any person or entity other than the bidder.

If at any time within the three (3) year lease agreement period, Calhoun County needs 20 acres or less from the premises, Calhoun County will give the awarded bidder one hundred and eighty (180) days written notice and adjust the rent accordingly.

PURPOSE OF LEASE:

Solely for planting, raising and harvesting row crops and for no other purposes.

TERM OF LEASE:

Term of lease is for three (3) years with the option to renew for One (1) additional three (3) year term upon Commissioners Court approval.

1st Year: October 1, 2026 thru August 31, 2027
2nd Year: September 1, 2027 thru August 31, 2028
3rd Year: September 1, 2028 thru August 31, 2029

If the renewal option is approved by Commissioners Court, each lease year shall begin September 1st and end August 31st.

LEASE PAYMENT:

First year's lease payment shall be payable in advance upon the execution and delivery of this Agricultural Lease Agreement at the time the identity of the successful bidder is determined.

Each year's lease payment thereafter shall be due on or before September 1st of each successive year.

All payments shall be made payable to Calhoun County and submitted to the Calhoun County Treasurer, Calhoun County Courthouse Annex II, 202 S. Ann St., Suite A, Port Lavaca, TX 77979. Payments may be hand delivered or mailed.

Should awarded bidder be in default in the payment of any rental due, Calhoun County shall have the right to terminate this agreement or pursue any remedy available by law.

MINIMUM INSURANCE REQUIREMENTS:

As additional security for Calhoun County and as separate obligation of bidder not in conjunction with any other provisions of this agreement, bidder agrees to carry and maintain during the term of this agreement with coverages and limits of liability not less than those shown herein.

All coverages shall apply on an occurrence basis. The insurance coverage requirements in this agreement will in no way be construed as limiting the scope of indemnification herein.

Each contractor or agent, if any, who provides farm services to the bidder, shall also provide and maintain during the term of their respective agreements the insurance coverages specified as follows with limits of liability determined appropriate by bidder. In the event work is performed by a contractor or agent, bidder shall be primarily responsible for any liability arising directly or indirectly out of the services performed that is not otherwise covered by any contractor's or agent's insurance. All such insurance shall be primary with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Calhoun County, and shall not require the exhaustion of any other coverage at all layers. Contractor or agent of the bidder shall promptly notify Calhoun County when any insurance policy required is not reasonably available and shall state the reasons therefore.

Bidder shall procure at its expense, and maintain, and shall require all contractors or agents, if any, to procure and maintain in full force during the full term of this agreement, insurance policies, from an insurer, or insurers, licensed (admitted) to do business in the State of Texas (with an AM Best Rating of a VII or better) and each of which insurers shall be satisfactory to Calhoun County; and the said policies shall provide insurance of the type and in the amounts below indicated. If the bidder maintains broader coverage and/or higher limits than the minimum requirements listed below, Calhoun County requires and shall be entitled to the broader coverage and/or higher limits maintained by the bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Calhoun County.

a) FARM LIABILITY INSURANCE POLICY with a combined limit of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate and will be primary and non-contributory with any other coverage elsewhere afforded or available to Calhoun County, as well as provide primary coverage

for all losses and damages related to or arising out of the work, and shall not require the exhaustion of any other coverages afforded or available to Calhoun County. The policy/policies must be under an occurrence policy form. Coverage shall include but not be limited to liability assumed by bidder under the awarded lease, including the Tort liability of another assumed in a business contract/agreement/lease, and shall include unmodified separations of insureds coverage for premises/operations, personal injury liability, products/completed operations, liability for the application of herbicide or pesticide and wildfire/burn liability coverage. The policy/policies may not exclude or limit liability within the policy limits for personal or bodily injury or damages or death of an employee of bidder or Calhoun County or any other endorsement modifying the employer's liability exclusion.

b) AUTOMOBILE LIABILITY INSURANCE POLICY with a combined limit of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate covering liability arising out of any auto (owned, hired and non-owned) used in the operations of the bidder and will be primary and non-contributory with any other coverage elsewhere afforded or available to Calhoun County, as well as provide primary coverage for all losses and damages related to or arising out of the work, and shall not require the exhaustion of any other coverages afforded or available to Calhoun County. The policy/policies must be under an occurrence policy form.

c) STATUTORY COVERAGE WORKERS' COMPENSATION INSURANCE (including occupational disease coverage) in accordance with the laws of the State of Texas. Coverage shall include voluntary compensation endorsement. The workers' compensation insurance policy shall include employer's liability insurance with a combined limit of not less than \$1,000,000 bodily injury by accident; and \$1,000,000 by disease each employee; \$1,000,000 bodily injury by disease policy limit. This workers' compensation insurance requirement is only applicable when the bidder or the bidder's contractor or agent utilizes employees in the operation of the leased premises.

WAIVER OF SUBROGATION:

Bidder hereby waives all rights of subrogation against Calhoun County and its respective officials, employees, and insurers and all policies of insurance provided for above shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

ADDITIONAL INSURED:

All policies (except for workers' compensation/employer's liability) will name, by policy endorsement, Calhoun County as an additional insured and must provide coverage to the maximum extent permitted by law.

PRIMARY AND NON-CONTRIBUTORY:

Calhoun County and bidder intend that the bidder shall ensure that all policies purchased in accordance with this section will protect Calhoun County and bidder, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Calhoun County, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the work, and shall not require the exhaustion of any other coverages afforded or available to Calhoun County.

SEVERABILITY AND CROSS LIABILITY:

The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevent Calhoun County from asserting claims against the bidder or any other insured under the policies.

NOTICE OF CANCELLATION, MATERIAL CHANGE AND NON-RENEWAL:

All insurance required herein shall be endorsed to provide a thirty (30) day notice of cancellation, material change and non-renewal to bidder to the extent commercially available. If this endorsement cannot be provided, bidder will immediately provide written notice to Calhoun County should any of the insurance policies required herein be cancelled, limited in scope, or not renewed upon expiration. Said notice must be provided no later than thirty (30) days prior (except 10 days for nonpayment of premium) to any such action being taken.

PROOF OF INSURANCE:

Prior to commencement of the Lease, bidder shall furnish Calhoun County insurance certificate(s) on a form satisfactory to Calhoun County executed by an authorized representative of the insurer, and if requested by Calhoun County, for each policy, a copy of the declaration page. If not on the declarations page, a copy of any schedule showing the limits of insurance and a list of all endorsements to the policy, together with a copy of each endorsement herein requested and certified copies of insurance policies, with endorsements, evidencing the applicable policies, coverages and limits, including those of contractors or agents used by bidder.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by bidder or its contractors or agents does not release or diminish in any manner the liability or obligations of bidder or its contractors or agents or constitute a waiver of any of the insurance requirements under this agreement.

Replacement certificates of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Proof of continuation of all required insurance coverage shall be provided to the Calhoun County Auditor each year. The replacement certificates of insurance evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be hand delivered or mailed to: Calhoun County Auditor, Calhoun County Courthouse Annex II, 202 S. Ann St., Suite B, Port Lavaca, TX 77979.

Should bidder or bidder's contractor or agent at any time neglect, refuse to provide or cancel the insurance required herein, Calhoun County shall have the right to terminate this agreement or pursue any remedy available by law.

INDEMNIFICATION:

The successful bidder shall defend, indemnify and hold Calhoun County and its officials, employees, and agents harmless from all suits, actions, or for personal injury, death and/or

property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's or bidder's contractors or agents performance.

ADDITIONAL BID INFORMATION:

Any buildings which are located on the premises do not belong to the awarded bidder and such buildings are not covered by this bid, and the right is reserved for the owner of any such dwelling or building to remove the same from the Langdon Tract.

Calhoun County reserves the right to enter upon the leased premises at any time to inspect the same.

The awarded bidder shall not have the right to transfer or assign this lease agreement in whole or in part or to sublease the leased premises or any part thereof without first obtaining the written consent and approval of Calhoun County Commissioners Court.

Should there be a change in ownership or management after the bid is awarded, the lease agreement shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the lease agreement with its present provisions and approved by Calhoun County Commissioners Court.

All damage to the leased premises, caused by the awarded bidder or bidder's contractors, agents, servants, employees, or guests shall be repaired at the cost and expense of the awarded bidder, except damages caused by normal wear and tear, storm, accidental fire or inevitable accident.

Calhoun County is not responsible for errors if the forms are handwritten. It is recommended that all information submitted be typed (excluding signatures). If handwritten, must be in ink and legible.

Any exceptions and/or variations from the specifications in this bid document must be indicated on a separate attachment to the bid and labeled as such. Exceptions taken and or variations made to the specifications and listed on a separate attachment may void the bid.

The award of a bid will be voided if specifications, general conditions, and lease agreement requirements are not followed/met. The bid would then be awarded to the next bidder which submitted the next best bid that met specifications, general conditions and lease agreement requirements of the bid.

It is understood that Calhoun County Commissioners Court reserves the right to accept or reject any and/or all bids and to waive informalities or defects in bids or to accept such bids as it shall deem most advantageous and to be in the best interest of Calhoun County.

If the bid is awarded, award information will be mailed and/or emailed to all bidders that submitted a bid regardless if the bidder was awarded the bid. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the bidders as soon as possible.

To obtain results, or if you have any questions, please contact Demi Cabrera, Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4613,

demi.cabrera@calhouncotx.org. As time permits, the bid award will be posted on Calhoun County's website, www.calhouncotx.org, under Bid Notices and Results, 2026.

Bidder understands that Calhoun County is a government entity, subject to Texas State and Federal Public Information Statutes. Bidder hereby waives any obligation to the release to the public of any documents submitted in accordance with the bid.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid Packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and/or emailed to each bidder that received a bid packet.

The Agricultural Lease and Insurance Addendum (copy attached) is a part of the bid specifications and may not be altered except through an addendum approved by Calhoun County Commissioners Court.

DEADLINE FOR SEALED BID SUBMISSION:

BEFORE 2:00:00 PM, Thursday, September 10, 2026

SEALED BID MAY BE DELIVERED TO:

Honorable Vern L. Lyssy, County Judge
Calhoun County Courthouse
211 S. Ann St., Suite 301
Port Lavaca, TX 77979

For any questions concerning location of the premises, please contact Commissioner Ronald Best: Office 361-552-9656 or Cell 361-660-5867.

Agricultural Lease (Revised)

Basic Information

Lease Date: Effective as of October 1, 2026

Landlord: Calhoun County, a political subdivision of the State of Texas

Landlord's Address:

Calhoun County
211 S. Ann Street
Port Lavaca, TX 77979

Tenant: Tenant

Tenant's Address:

Tenant

Premises: SURFACE ONLY of all the tillable land, estimated to contain 60 acres of land, more or less (which will be treated as containing 60 acres regardless of whether it contains more or less), which 60 acres of tillable land is all of the tillable land contained in a certain 83.19 acre tract (said land being a part of the Calhoun County Sanitary Landfill Operation fronting on the Southern Pacific Railroad right-of-way) of that certain tract or parcel of land containing 174.93 acres of land (found by resurvey to contain 175.13) commonly known as the Langdon Tract and described in that certain deed from Patsy L. Johnson to Calhoun County, in Volume 296, Page 822 of the Deed Records of Calhoun County, Texas approximately 175.13 acres of land, situated in Calhoun County, Texas. The leased premises is outlined and identified on Exhibit "A" ("Premises).

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

Excluded Improvements: Any structure, improvement, or equipment situated on the Premises and constructed or installed by any person or entity other than Tenant.

If at any time within the three (3) year lease period, Landlord needs 20 acres or less from the premises, Landlord will give Lessee 180 day's written notice and adjust the rent accordingly.

Base Rent: \$_____ (60 acres multiplied by \$_____ per acre) paid annually with the first annual amount due and payable upon the execution of this Lease and each annual payment thereafter due and payable on September 1st of each successive year.

All payments shall be made payable to Calhoun County and submitted to the Calhoun County Treasurer, Calhoun County Courthouse Annex II, 202 S. Ann St., Suite A, Port Lavaca, TX 77979. Payments may be hand delivered or mailed.

Term (months): 3 years (unless terminated earlier as provided for herein)

Commencement Date: October 1, 2026

Termination Date: August 31, 2029

Security Deposit: \$0.00

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

Renewal Option: This lease may be renewed by Tenant for an additional one (1) three (3) year term upon Commissioners Court approval.

If this renewal option is approved by Commissioners Court, each lease year shall begin September 1st and end August 31st.

Tenant's Insurance: As required by Insurance Addendum

A. Definitions

"Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

"Injury" means (1) harm to or impairment or loss of property or its uses or (2) harm to or death of a person.

"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 personal 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, Land, or Excluded Improvements 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 OFFICIALS, EMPLOYEES OR AGENTS 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' USE OF THE PREMISES IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF TENANT OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF TENANT OR ITS AGENTS. **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 WHOLE OR IN PART BY THE ORDINARY OR GROSS NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S OFFICIALS, EMPLOYEES OR AGENTS.** IT IS THE SPECIFIC INTENTION OF THE PARTIES THAT LIABILITY OF TENANT AND FARM SERVICE CONTRACTORS FOR INJURIES TO THEIR EMPLOYEES SHALL NOT BE LIMITED BY TENANT'S OR FARM SERVICE CONTRACTOR'S WORKERS' COMPENSATION LIABILITY INSURANCE OR OTHERWISE AND THAT INDEMNITEES SHALL HAVE NO LIABILITY WHATSOEVER FOR INJURIES TO THE EMPLOYEES OF THE TENANT OR ITS FARM SERVICE CONTRACTORS. TO THE EXTENT THAT THE LAWS OF THE GOVERNING JURISDICTION PROHIBIT OR DECLARE UNENFORCEABLE THIS INDEMNIFICATION AS IT APPLIES TO ANY INDEMNITEES' OWN NEGLIGENCE OR FAULT, THEN THIS INDEMNIFICATION SHALL BE INTERPRETED TO OBSERVE SUCH PROHIBITION OR DECLARATION BUT ONLY TO THE EXTENT NECESSARY TO CAUSE IT TO BE CONSISTENT WITH THE LAWS OF SAID GOVERNING JURISDICTION AND TO CAUSE THE MAXIMUM INDEMNIFICATION OF INDEMNITIES AS ALLOWED THEREUNDER.

B.1.l.1. Additional Insured. All policies (except for workers' compensation/employer's liability) will name, by policy endorsement, Calhoun County as an additional insured and must provide coverage to the maximum extent permitted by law.

B1.1.2. Primary and Non Contributory. Landlord and Tenant intend that the Tenant shall ensure that all policies purchased in accordance with this section will protect Landlord and Tenant, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Landlord, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the work, and shall not require the exhaustion of any other coverages afforded or available to landlord.

B.1.1.3. Severability and Cross Liability. The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevent Calhoun County from asserting claims against the tenant farmer or any other insured under the policies.

B.1.m. Upon the request of Landlord, deliver to Landlord a financial 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 farmer like 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 upon request 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. *intentionally left blank*

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.

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 and Tenant shall not make any such physical additions or improvements without first obtaining the written consent from 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, including the removal and destruction of any stalks or plants remaining after harvesting of the crop, normal wear excepted.

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

D.3. *Release of Claims.* TENANT RELEASES LANDLORD AND LANDLORD'S OFFICIALS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT AND TENANT'S AGENTS OR TO TENANT'S OR TENANT'S AGENTS' PROPERTY LOCATED ON THE PREMISES.

D.3.b. *Waiver of Subrogation.* Tenant hereby waives all rights of subrogation against Landlord and its respective officials, employees, agents, and insurers and all policies of insurance provided for in this Lease or the Insurance Addendum shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Landlord and its respective officials, employees, agents, and insurers.

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. *intentionally left blank*

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 (30) days after written notice.

D.7. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default is to terminate this lease.

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 (10) 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 has mitigated the loss of rent if Landlord, within sixty (60) days after Tenant's loss of possession, (a) places a "For Lease" sign at the Premises, (b) places the Premises on Landlord's inventory of properties for lease, (c) makes Landlord's inventory available to area brokers on a monthly basis, (d) advertises the Premises for lease in a suitable trade journal in the county in which the Premises are located, and (e) shows the Premises to prospective tenants who request to see it.

D.12. Security Deposit. N/A

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, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not 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, approved by Calhoun County Commissioners Court, and signed by Landlord and Tenant.

D.19. 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.

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 e-mail 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 Premises. 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. intentionally left blank

D.24. intentionally left blank

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.26a. Surface. This Lease grants no right to Tenant to use the land's surface or subsurface water.

D.27. Extension Option. Tenant has the option to extend the Term as provided in the Renewal Option of this lease.

D.28. Landlord's Right to Terminate Upon Sale of Leased Premises. If Landlord sells or enters into a contract to sell the premises, Landlord may at its option terminate this lease by giving Tenant written notice of the sale or contract to sell. In the event Landlord exercises its option to terminate as provided for herein, this lease shall terminate on the date which the next annual rent payment would be due and Tenant shall vacate and surrender the Premises on or before that time. As an illustration, if Landlord notifies Tenant of a sale or contract to sale on March 1, 2027, then this lease would terminate on August 31, 2027. This paragraph does not apply to any forced sale of the leased premises, such as condemnation.

D.28.a. Effect of Termination. If this lease is terminated under Section D.28, above, neither party will have any further obligation or liability to the other under this lease, except that the parties will be liable to each other for the breach of any term or covenant of this lease occurring before the date of Tenant's surrendering the premises under the termination.

The lease is made subject to all easements and right-of-ways, if any, on, over and under the leased premises.

IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective as of October 1, 2026.

Executed in Duplicate originals this the _____ day of _____, 2026.

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

LANDLORD:
CALHOUN COUNTY, TEXAS.

By: _____
Vern L. Lyssy, Calhoun County Judge

TENANT:
Tenant

By: _____
Tenant's Name

ATTEST:

STATE OF TEXAS
COUNTY OF CALHOUN

This hereinabove instrument was acknowledged before me, the undersigned authority on
_____, 2026, by Vern L. Lyssy in the capabilities stated.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

This hereinabove instrument was acknowledged before me, the undersigned authority on
_____, 2026, by _____ in the capabilities stated.

Notary Public, State of Texas

Insurance Addendum to Lease (Revised)

Lease Date: Effective October 1, 2026

Landlord: Calhoun County, a Texas a political subdivision of the State of Texas

Tenant: 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 Premises:

Type of Insurance	Minimum Policy Limit	
Farm Liability Policy	Per Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000
Workers' compensation	Per statutory limits and must include occupational disease coverage	
Employer's liability	Per Occurrence:	\$1,000,000
Business automobile liability (Owned, Hired and Non-Owned)	Per Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000

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 or Lienholder 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.

c. Any of Tenant's agents (i.e. custom harvesters or farm service contractors) who will be entering the Premises shall also maintain insurance policies required above which shall include contractual liability endorsement which insures Tenant's indemnity obligations set forth in the lease, contains a waiver of subrogation and names Landlord as an "additional insured," and will provide Landlord with written evidence of the same.

d. Tenant shall procure, at Tenant's expense, and maintain, and shall require all of Tenant's agents, to procure and maintain in full force during the full terms of this lease, insurance policies from an insurer, or insurers, licensed (admitted) to do business in the State of Texas (with an AM Best rating of VII or better) and each of which insurers shall be satisfactory to Landlord; and the said policies shall provide insurance of the type and in the amounts hereinabove listed.

e. If the Tenant maintains broader coverage and/or higher limits than the minimums shown hereinabove, Landlord requires and shall be entitled to the broader coverage and/or higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Landlord.

f. Prior to commencement of the Lease, Tenant shall furnish to Landlord insurance certificate(s) on a form satisfactory to Landlord executed by an authorized representative of the Insurer, and if requested by Landlord, for each policy, a copy of the declaration page. If not on the declarations page, a copy of any schedule showing the limits of insurance and a list of all endorsements to the policy, together with a copy of each endorsement herein requested and certified copies of insurance policies, with endorsements, evidencing the applicable policies, coverages and limits, including those farm service contractors used by Tenant. Landlord's receipt of or failure to object to any insurance certificates or policies submitted by Tenant or Tenant's agents does not release or diminish in any manner the liability or obligations of Tenant or Tenant's agents or constitute a waiver of any of the insurance requirements under this Lease. Replacement certificates of insurance evidencing continuation of such coverage shall be furnished to Landlord prior to the expiration of the current policies. Should Tenant or Tenant's agents at any time neglect, refuse to provide or cancel the insurance required herein, Landlord shall have the right to terminate this lease or pursue any remedy available by law.

This proof of insurance and proof of continuation of insurance coverage shall be provided to the Calhoun County Auditor each year. This noticed shall be mailed or hand-delivered to:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S. Ann St., Suite B
Port Lavaca, TX 77979

g. All insurance required herein shall be endorsed to provide a thirty (30) day notice of cancellation, material change and non-renewal to Tenant to the extent commercially available. If this endorsement cannot be provided, Tenant will immediately provide written notice to Landlord should any of the insurance policies required herein be cancelled, limited in scope, or not renewed upon expiration. Said notice must be provided no later than thirty (30) days prior (except 10 days for nonpayment of premium) to any such action being taken.

IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective as of October 1, 2026.

Executed in Duplicate originals this the _____ day of _____, 2026.

LANDLORD:
CALHOUN COUNTY, TEXAS.

By: _____
Vern L Lyssy, Calhoun County Judge

TENANT:
Tenant

By: _____
Tenant's Name

ATTEST:

STATE OF TEXAS
COUNTY OF CALHOUN

This hereinabove instrument was acknowledged before me, the undersigned authority on _____, 2026, by Vern L. Lyssy in the capabilities stated.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

This hereinabove instrument was acknowledged before me, the undersigned authority on _____, 2026, by _____ in the capabilities stated.

Notary Public, State of Texas