

NOTICE TO BIDDERS

The Commissioners' Court of Jackson County, Texas is accepting sealed bids for the following:

5 YEAR SURFACE LEASE ON 40 more or less ACRE TRACT – Jackson County Airport

The outside of the envelope shall be plainly marked: SURFACE LEASE – 40 +/- ACRES

Bids shall be addressed to the County Auditor's Office, 411 N Wells, Room 201, Edna, Texas 77957. Bids shall be received at the office of the County Auditor, 411 N Wells, Room 201, Edna, Texas 77957 until **November 17, 2021 at 2:00 p.m.** at which time the County Auditor will open and tally such bids. The bids will be presented to Commissioners' Court at a regular session of the Court on November 23, 2021.

Payment for the entire term of the lease shall be made at the signing of the contract. A copy of the proposed contract can be viewed on the County website at www.co.jackson.tx.us. Please include your name, address and telephone number with your bid. Jackson County reserves the right to reject any and all bids.

Michelle Darilek
County Auditor
Jackson County, Texas

Publish:
November 3, 2021
November 10, 2021

**COUNTY OF JACKSON
BID SHEET**

Surface Lease	Bid Amount
40 more or less acre tract – Airport/Transfer Station	\$ _____

Submitted By:

Name

Address

Phone Number

Bid should be lump sum amount covering all Five Year of the lease from January 1, 2022 to December 31, 2026 and is due and payable in total on the signing of the contract.

SURFACE LEASE

THE STATE OF TEXAS {}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JACKSON {}

THIS AGREEMENT OF LEASE, made and entered into this ____ day of November, 2021, by and between COUNTY OF JACKSON, hereinafter called LESSOR, and NAME, hereinafter called LESSEE.

I.

LEASED PREMISES

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, LESSOR does hereby lease to LESSEE, and LESSEE does hereby lease from LESSOR, the following described property, to-wit:

40 acres, more or less, being out of and a part of a 70-acre tract of land in the William Heard Survey, A-31, Jackson County, Texas.

II.

TERM

The term of this lease shall be for five (5) years beginning January 1, 2022 and ending December 31, 2026.

III.

RENT

For and during the term of this lease, LESSEE shall pay to LESSOR as rent for the leased premises, the total rental of \$XXXXXX payable in advance on December __, 2021. All rental payments shall be paid by LESSEE to JACKSON COUNTY at 411 North Wells, Rm. 208, Jackson County Services Building, Edna, Texas 77957.

IV.

PURPOSE OF LEASE

During such rental term and until the termination thereof, LESSEE may use said lands and premises for the following purposes and none other, to-wit:

Solely for raising and harvesting hay and no other purpose.

V.

STIPULATIONS

LESSEE agrees to the following lease provisions, to-wit:

- a. Cut and bale the entire hay meadow at least twice each year;

- b. Remove all bales of hay, all unbaled hay and all equipment from hay meadow promptly, no later than 45 days after cutting or sooner if LESSOR requests;
- c. Mow excess grass or other vegetation left standing in the hay meadow;
- d. Take action to control noxious vegetation on the premises as required by LESSOR;
- e. Repair any damages, to fences caused by LESSEE activity and mow or disc along fence lines to maintain adequate fire break (minimum of 15 feet) at all times;
- f. Keep all gates on the premises closed and locked, ingress and egress from the premises being at those places designated by LESSOR;
- g. Repair ruts or other damages to service roads leading to premises, hay meadows or other LESSOR lands caused by LESSEE'S operations.

VI.

RIGHT TO ENTER

LESSOR or his authorized representative shall have the right at all reasonable times, to enter on the premises for the purposes of making any major repairs, alterations, or improvements, as he shall deem necessary or advisable. LESSEE agrees to keep said land effectively posted against all trespassers, with no hunting privileges being hereby granted to LESSEE.

VII.

NO PARTNERSHIP

This lease shall not give rise to a partnership relation between the parties hereto. Neither party shall have the authority to bind the other without his written consent.

VIII.

INDEMNIFICATION

LESSEE agrees and covenants to indemnify and hold LESSOR harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney fees for the defense thereof, arising from the conduct or management of LESSEE'S business or his use of the above described premises, or from any negligent act or omission by LESSEE, his agents, servants, employees, contractors, guests, or invitees on or about the leased premises. In the event that any action or proceeding is brought against LESSOR by reason of any of the above, LESSEE further agrees and covenants to defend the action or proceeding by legal counsel acceptable to LESSOR.

IX.

TERMINATION

If LESSOR desires to use any of the leased premises for future operation during the existence of this lease contract, or wishes to sell said property, LESSOR shall give LESSEE sixty (60) days prior notification of the same and at the end of such sixty (60) day period LESSOR is given the privilege of using so much of the land for operations or sale as it deems necessary, but LESSOR shall be required to refund to LESSEE a pro-rata portion of the previously paid lease money which the accepted acreage encompasses of the whole leased premises, and LESSOR shall also be required to refund to LESSEE a pro-rata portion of the cost of any improvements made on the land so encumbered by the LESSOR.

X.

SUB-LEASE CLAUSE

LESSEE covenants that he will not assign this lease nor sublet the whole or any part of the said leased premises.

XI.

TAXES

Nothing herein contained requires, or shall be construed to require LESSEE to pay any property taxes levied against the leased premises.

XII.

WASTE AND NUISANCE

LESSEE shall not commit or suffer to be committed, any waste on the leased premises, nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or with the leased premises for any unlawful purpose.

XIII.

IMPROVEMENTS

LESSEE shall have the right to improve, add to, or alter the leased premises and to install fixtures thereon. LESSEE shall not remove any such permanent improvement, additions, alterations or fixtures without the prior written consent of LESSOR, and provided further, that on expiration or sooner termination of this lease, all permanent improvements, including fixtures and any permanent addition, alteration, or repair to the premises placed on or made to the premises by LESSEE during the term hereof, shall revert to and become the absolute property of LESSOR, free and clear of any and all claims against them by LESSEE or any third person, and LESSEE hereby agrees to hold LESSOR harmless from any claims that may be made against such permanent improvements by any third person.

XIV.

REPAIRS

LESSEE shall, at his own expense, maintain and repair all buildings, fences and improvements and to furnish his own water supply upon said premises whether such fixtures are presently on said premises or whether LESSEE shall hereinafter place said improvements on said premises, as well as incur responsibility for seeing that any and all immediate repairs are made and performed on said leased premises.

XV.

DELIVERY OF PREMISES

LESSEE shall well and punctually pay said rents in manner and form as hereinafter specified, and quietly deliver up said premises on the day of the expiration of this lease, in as good condition as the same were in when received, reasonable wear and tear thereof accepted.

XVI.

MINERAL LEASE DAMAGES

This lease is hereby made subject to any and all mineral leases or permits now on said leased premises or that may hereafter be given on said land by LESSOR, or on any part thereof, and LESSOR shall have the right of ingress and egress to and from this property at any time for the purpose of exploring and developing the oil, gas and mineral resources. However, during the terms of this lease, LESSEE shall be entitled to collect his part for damages done to growing crops that may accrue to LESSOR by reason of the terms and provisions of any Oil Lease Contract now in force on this leased property or that may hereafter be put upon this leased property, provided however, that LESSOR shall not be held liable for any such damages.

XVII.

NOTICES

All notices provided to be given under this agreement shall be given by Certified Mail or Registered Mail, addressed to the proper party at the following address:

LESSOR: Jackson County
Jill Sklar
County Judge
115 West Main
Edna, Texas 77957

LESSEE:

XVIII.

PARTIES BOUND

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

XIX.

TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jackson County, Texas.

XX.

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XXI.

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

XXII.

AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

XXIII.

RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive his right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

XXIV.

WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

XXV.

FORCE MAJEURE

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant of this lease so long as performance is delayed or prevented by Force Majeure, which shall mean act of God, drought, floods, material or labor restrictions by any governmental authority, and any other cause not reasonably within the control of either party, in which, by the exercise of due diligence, LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE hereto execute this lease as of the day and year first above written.

LESSOR:

JILL SKLAR
County Judge, Jackson County, Texas

LESSEE:

THE STATE OF TEXAS { }

COUNTY OF JACKSON { }

This instrument was acknowledged before me on the on the _____ day of _____, A.D., 2021, by JILL SKLAR, County Judge of Jackson County, Texas.

Notary Public, Jackson County, Texas

THE STATE OF TEXAS { }

COUNTY OF JACKSON { }

This instrument was acknowledged before me on the on the _____ day of _____, A.D., 2021, by [LESSEE].

Notary Public, Jackson County, Texas