

Farm Lease Agreement

By and Between the City of Wylie and Ben Scholz

This Farm Lease Agreement (the "Lease"), made and entered into this 1st day of October, 2025, by and between the City of Wylie, Texas (the "Lessor"), a Texas municipal corporation, and Ben Scholz, an individual (the "Lessee") hereinafter collectively referred to as "Parties".

WHEREAS, the Lessor desires to provide for an appropriate temporary use of a specified portion of its real property; and

WHEREAS, Lessee has shown an ability to adequately meet the terms and conditions of this Lease; and

WHEREAS, Lessor desires to allow Lessee to use the specified portion of its real property for hay production for cattle feed to prevent the said property from becoming overgrown with weeds.

WHEREAS, it is in the best interest of the Lessor and its inhabitants to enter into a Lease Agreement with Lessee for an appropriate temporary use of a specified portion of its real property.

NOW THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, Lessor and Lessee mutually agree as follows:

1. GRANT

For and 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 the Lessor, the property situated in Collin County, Texas, more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes, consisting of 53.25 acres, more or less, together with all buildings and improvements thereon, if any, and all rights thereto.

2. TERM

This Lease shall commence on the 1st day of October, 2025, (the "Commencement Date"), and unless terminated earlier in the manner set forth herein, shall terminate on the 30th day of September, 2026 (the "Term" or "Lease Term").

3. RENEWAL OPTION

This Lease may be renewed for additional one (1) year term(s), commencing the day after the lease Term is complete, provided Lessee shall give Lessor written notice of its desire to renew this Lease at least sixty (60) days prior to the anniversary of the Commencement Date, and both parties agree in writing to renew the Lease for such period (the "Renewal Term").

4. RENT

Lessee shall pay to Lessor cash rental equal to Four Hundred Seventy-Five Dollars (\$475.00) per year during the Term and any extensions thereto (the "Rent"). All sums due to Lessor shall become immediately due and payable upon the Commencement Date of this Lease and the Commencement Date of any Renewal Term of this Lease. Any sums due Lessor and not received within five (5) days after the date due shall be grounds for termination of this Lease without advance notice to Lessee.

5. USE

- A. Lessee agrees to possess and occupy the Property continuously during the Lease Term and any Renewal Term solely for the purposes of hay production for cattle feed pursuant to the terms and provisions of this Lease and for no other use of purpose, and to surrender possession and occupancy of the Property peaceably at the termination of the Lease.
- B. The Property shall not be converted to any other use without the prior written consent of the Lessor.
- C. Lessee must actively use the Property as permitted by this Lease. Notwithstanding Section 7.C. below, failure to produce hay and/or allowing weeds to overtake the Property shall be grounds for immediate termination of this Lease.
- D. Lessee shall at Lessee's sole cost and expense, during any term hereof, comply with all laws, regulations or ordinances of any governmental, municipal or quasi governmental authority affecting the Property, including, without limitation, Federal Insecticide, Fungicide and Rodenticide Act, and will indemnify and hold Lessor, its officers, agents, servants, and employees, and the Property free and harmless from all liens, claims, demands, or actions which may result from the failure, neglect, or refusal of Lessee to comply with said laws, regulations, or ordinances or claims by others.
- E. Lessor shall not be responsible or liable to Lessee or anyone claiming by, through, or under Lessee for any costs, expenses, profits, or other compensation whatsoever and Lessee shall, among other things, at its sole cost and expense, furnish all labor, equipment, tools, vehicles, and other forms of transportation, seed, fertilizer, insecticides, herbicides, and the application thereof, and any other items necessary to graze, maintain, and repair the Property as required by the terms of this Lease.

6. LESSOR LIABILITY

- A. Water Supply: No guarantee, either express or implied, is made by Lessor for a continuous and adequate water supply or sewage outlets for the benefit of Lessee and Lessor shall have no responsibility or liability for supplying water or sewage outlets to the Property.
- B. Soil and Vegetation: Lessor makes no representations as to the safety, quality, and/or fertility of the Property and Lessee accepts the soil and Property as-is.

7. TERMINATION

- A. Lessor reserves the right to terminate this Lease at any time, for any reason, for all or any portion of the Property upon one (1) day's prior written notice to the Lessee. Upon the event of such total or partial termination, Lessee shall vacate the Property or that portion thereof so terminated as directed by Lessor, and Lessor may re-enter the Property and take possession thereof on the date set forth in the notice of termination (the "Termination Date") without process or further notice, Lessee hereby waiving any further notice.
8. In the event Lessor exercises its rights as per Paragraph A above, and such termination does not arise out of the default hereunder of Lessee pursuant to Paragraph C below, the following shall apply:

1. At Lessor's option, the Termination Date may be extended for the time necessary to allow Lessee to harvest any crops planted prior to the time the notice is given (the "Approved Crops").
 2. With respect to total or partial Termination of Lease prior to completion of the Lease Term or any Renewal Term, Lessor shall rebate to Lessee an amount equal to the daily pro-rata Rent for the days remaining before the completion of the Lease Term or any applicable Renewal Term upon the written request of the Lessee.
- C. In the *event* Lessee (a) shall be adjudicated as bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors or (b) shall default hereunder in the payment of Rent or in the performance of or compliance with and other provision of this Lease, Lessor shall give Lessee *five* (5) days written notice of such default (the "First Notice"). If Lessee fails to cure such event of default within such *five* (5) day period, or if cure requires more than the said *five* (5) day period and Lessee has not commenced and diligently proceeded to effect such cure within thirty (30) days after receipt of First Notice, then on the happening of any one (1) of the foregoing events of the default, Lessor may terminate this lease and applicable term hereof and, in addition to the rights and remedies granted in this Lease, pursue all of its legal and equitable rights and remedies. Lessee shall immediately vacate the property upon one (1) days written notice (the "Final Notice") and Lessor may reenter and take possession of the Property, Lessee hereby waiving any further notices. No total or partial rebate of Rent shall be payable to Lessee in the event of termination under this Paragraph C.
- D. No waiver by Lessor of any violation or breach of any of the terms, provisions, conditions, or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, conditions, or covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default by Lessee shall not be deemed or construed to constitute a waiver of any other violation or default.
- E. In the event of Lessee's disability or death, Lessor shall have the option to terminate this Lease as of the date of such *event* and shall pay a rebate to Lessee's heirs, representatives, or distributees of Lessee an amount equal to the daily pro-rata Rent for the days remaining before the completion of the applicable term upon the written request of the Lessee's personal representative, provided Lessee is not in default of the Lease pursuant to Section 7.C. above.
8. LESEE COVENANTS
- To improve the Property, conserve its resources, and maintain the Property in a high state of production and repair, Lessee covenants and agrees as follows:
- A. Lessee shall conduct all hay production in a good and workmanlike manner.
 - B. Lessee shall control soil erosion as completely as practicable by strip-cropping, contouring, and filling in or otherwise controlling small washes or ditches that may form.
 - C. Lessee shall keep in good repair all terraces, open ditches and inlets and outlets of tile drains and preserve all established watercourses or ditches, including grass waterways.

- D. Lessee agrees to cooperate in the operation of federal and state agricultural programs upon the request of Lessor.
- E. Lessee shall keep the Property free of trash, vehicles, machinery, and debris in general.
- F. Lessee shall carefully protect, repair, and maintain all buildings, fences, and improvements of every kind that are now on the Property in as good repair and condition as when possession was granted, normal wear, depreciation, and damage from causes beyond Lessee's control excepted, or those improvements that may be erected thereon during the continuance of any term of this lease, if any. Lessee shall not, without first having obtained the written consent of Lessor, (a) erect any improvements of a permanent nature on the Property, (b) remove any improvement, (c) purchase any materials or incur any expenses for the account of Lessor, or (d) make a claim for labor or materials at any time. Notwithstanding the foregoing, minor improvements of a temporary or removable nature which do not materially alter the condition or appearance of the Property may be made by Lessee at its own cost and expense. Lessor shall in no way be liable for claims resulting from damage by the elements or otherwise, to any of the buildings or improvements, nor for any loss or damage while improvements are under construction or repair, nor any buildings or improvements.
- G. Lessee shall operate and maintain the Property in an efficient and good workmanlike way, timely harvesting of crops and using good agricultural practices and operations that will conserve the Property.
- H. Lessee shall not, without the prior written consent of Lessor, (a) plow permanent pasture or meadowland, (b) cut any living trees, (c) allow livestock, (d) burn or remove cornstalks, straw, or other crop residues grown on the Property, or (e) pasture new seedlings or perennial legumes or grasses in the year they are seeded.
- I. Lessee will spread manure, straw, or other crop residues of the Property as soon as practicable on the Property's fields.
- J. Lessee shall not commit waste on or damage to the Property and shall use due care to prevent others from doing so.
- K. Lessee shall not, without prior written consent of Lessor, house automobiles, motortrucks, tractors, recreational vehicles, boats, trailers, or other large items in barns or other structures, or otherwise violate restrictions in Lessor's insurance policies, which restrictions Lessor shall make known to Lessee.
- L. Lessee shall, promptly at the expiration of any term hereof, or on the date of such earlier termination pursuant to Paragraph 7 above, (1) yield up possession of the Property without further notice, in good repair, ordinary erosion and loss by heavy wind or rain, hail or fire excepted, and (2) remove all of Lessee's personal property from the Property.
- M. Lessee shall follow good health and sanitation measures.
- N. Lessee shall keep the fields and pasture areas, if any, on the Property neat and clean by either plowing, spraying, grazing, or mowing, and shall control all weeds along the fences and about

the buildings, if any, including the highways and roads adjoining the Property, and along the borders of the fields by mowing, and shall control the growth of brush and mesquite. Noxious weeds shall not be allowed to go to seed and shall be destroyed.

- O. No herbicides shall be sprayed in proximity to any residential or business areas and such spraying shall be further restricted if required by law. Lessee is required to provide notification or a schedule of timing before spraying herbicide. Lessee will post signage near city occupied areas including parking areas, splash pad, and trails and any area that may be occupied by the general public.
- P. Existing fences will be maintained in good repair and will not be removed or improved without prior written consent of Lessor. Those fences shared jointly by Lessee and Lessor's other lessee, if any, shall be maintained jointly.
- Q. Lessee shall not, without prior written consent of Lessor, burn any hay, straw, grass vegetation or stalks on the Property.
- R. Existing contours and water flow shall not be disrupted without prior written consent of Lessor, and Lessee agrees to use Property in such a manner as not to interfere with the present drainage system.

9. INSPECTION AND ACCESS

During any term of this Lease, Lessor, its agents, officials, representatives, contractors, subcontractors, or employees may enter the Property for, among other reasons, making reasonable examinations, surveys, and inspections, including, but not limited to, soil tests and borings on the Property as it deems necessary to make improvements thereto. Lessor will repair any damage to the Property which may be caused as a result thereof.

10. INDEMNIFICATION

Lessee shall indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s), or any other entity arising from Lessee's use of the Property or the conduct of its business or from any activity, work, or anything done, permitted or suffered by Lessee, in or about the Property, and will further indemnify and save Lessor harmless against and from any and all claims arising from any breach or default on Lessee's part in the performance of any covenant or agreement on Lessee's part to be performed pursuant to the terms of this Lease or arising from any act, negligent or intentional, of Lessee, or any of its agents, contractors, servants, employees, visitors, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, action, or proceeding brought against Lessor by reason of such claim. Lessee, upon written notice from Lessor, shall resist and defend, at Lessee's sole cost and expense, such action or proceeding by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage from any source to property belonging to it or under its control, in, upon, or about the Property or improvements thereon, and Lessee hereby waives all claims in respect thereof against Lessor and agrees to defend and save Lessor, its agents, contractors, servants, employees, visitors, or licensees harmless from and against any such claims by others.

Lessee agrees to maintain insurance adequate to cover any potential liabilities that may arise as a result of this Lease.

THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS LEASE.

11. NOTICES

All notices to be given hereunder shall be in writing and may be given, served, or made by (a) depositing the same in the United States Mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested or (b) through a recognized and bonded local or national professional courier service which provides adequate documentation as proof of transmittal and/or delivery of said notice. Notices shall become effective when actually received.

Lessee:

Ben Scholz



Lessor:

City Manager

City of Wylie

300 Country Club Rd

Wylie, Texas 75098

12. ENCUMBRANCES

- A. Lessee shall not lease, sublet, or assign or in any manner encumber this Lease or any part of the Property. Lessee shall incur no expense of any nature whatsoever or create any obligation of any kind for any purpose affecting the Property which could become a lien against the Property. Lessee shall not conduct any sales of property, personal or otherwise, tangible or intangible, on the Property.
- B. If Lessee shall at any time give or attempt to give to any person(s), company, corporations, or other entity lien upon the Property or other improvements thereon, or violates any of the conditions of this Lease, then this Lease may be terminated by Lessor in accordance with Section 7 above.

13. SUBORDINATION

- A. This Lease is made subject to all licenses, leases, grants, exceptions, encumbrances, restrictions, easements, and the like now or hereafter affecting the Property.
- B. This Lease is subject to any existing leases or contracts for the removal of natural resources such as timber, oil, and gas, and/or minerals, and Lessor reserves the right to lease the Property or any part thereof for prospecting, producing, saving, and marketing oil, gas, or other minerals, and the right of ingress and egress consistent with such purposes.

14. ASSIGNMENT

Lessor reserves the right to assign all or a portion of this Lease at any time. In such event, Lessee shall be and hereby is entirely freed and relieved of all covenants and obligations of the Lessee hereunder pursuant to that portion assigned.

15. ENTIRE AGREEMENT

- A. This Lease constitutes the entire agreement between Lessee and Lessor with respect to the matters covered thereby and shall extend to and be binding upon the heirs, executors, administrators, assigns, and personal representatives of the parties hereto.

B. This Lease can be modified or amended only by a document duly executed on behalf of the parties hereto and only those changes in this Lease which are approved in writing by both Lessor and Lessee shall be binding on the other. Neither Lessor nor Lessee shall be deemed to have waived any of its rights under this Lease unless it specifically agrees to do so in writing.

16. VENUE

This Lease shall be governed by the laws of the State of Texas and exclusive venue shall be in Collin County, Texas.

17. SEVERABILITY

In case any one or more of the provisions contained in this Lease 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 provision thereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. CONSIDERATION

This Lease is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes.

20. BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors.

21. REPRESENTATIONS

Each signatory represents this Lease has been read by the party for which this Lease is executed and that such party has had an opportunity to confer with its counsel.

22. MISCELLANEOUS DRAFTING PROVISIONS

This Lease shall be deemed drafted equally by all parties hereto. The language of all parts of this Lease shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Lease are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties hereunto signed this Lease as of the date first above written.

Executed for and on behalf of the Lessor on the ____ day of _____, _____.

CITY OF WYLIE

A Texas Municipal Corporation

Brent Parker, City Manager

ATTEST

Stephanie Storm, City Secretary

Executed for and on behalf of the Lessee on the 8th day of September, 2025.

LESSEE



Ben Scholz

LESSOR

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally Brent Parker, City Manager, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledges to me that he is the duly authorized representative for the **City of Wylie** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, ____.

Notary Public in and for the State of Texas

My Commission Expires:

LESSEE

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Ben Scholz, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of September, 2025



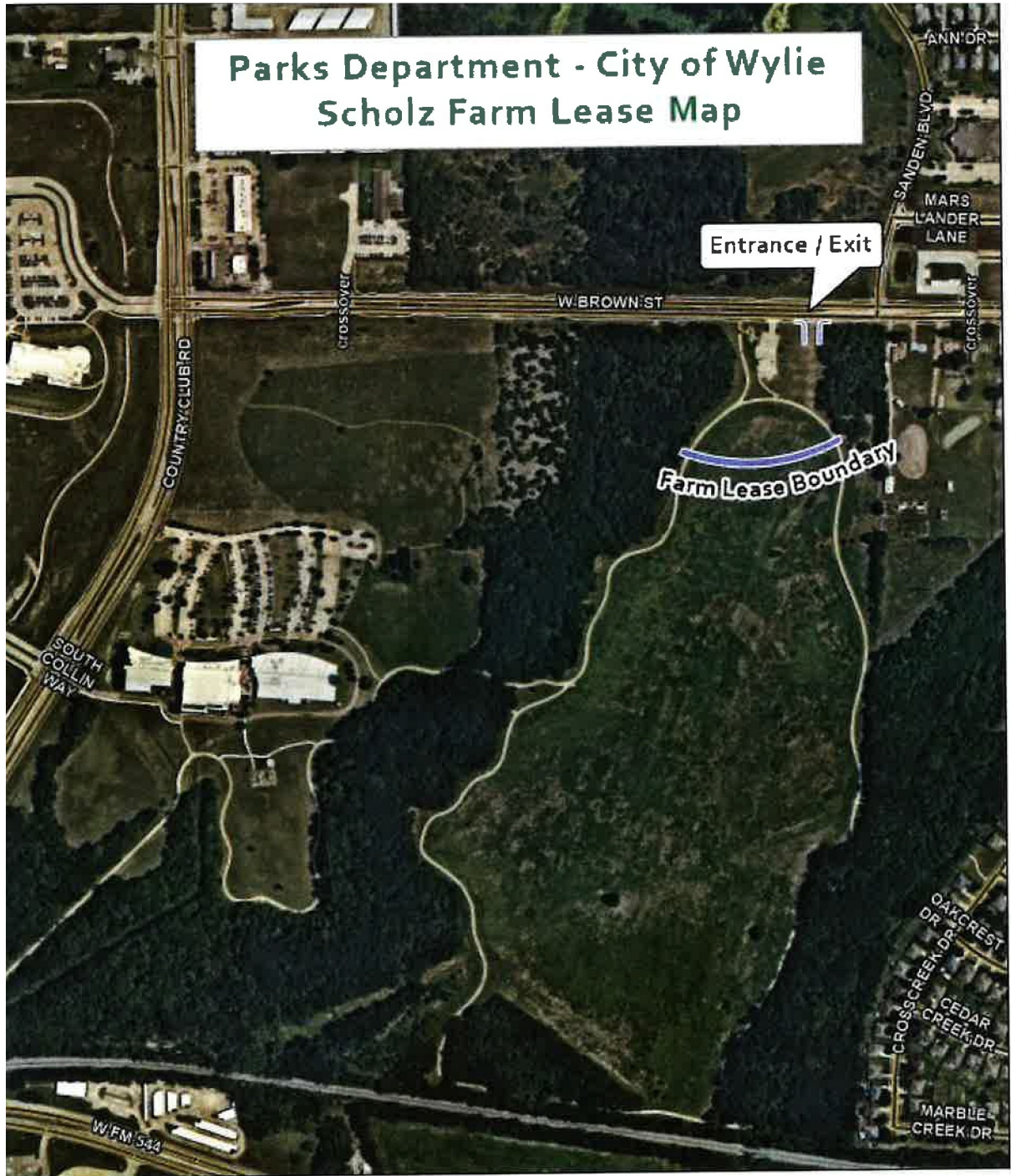
Krystal Sanders

Notary Public in and for the State of Texas

My Commission Expires:

07-09-2028

EXHIBIT "A"
Property Description



0 200 400 800 Feet

G Stafford
July 25, 2023

