

Alvin Independent School District



Mickie Dietrich
Director of Purchasing

Request for Proposals **M2015-16-03 GRAZING AND PASTURE LEASE AGREEMENT**

Issue Date: April 17, 2015

Alvin Independent School District will be accepting PROPOSALS for a GRAZING AND PASTURE LEASE AGREEMENT. Proposal Packets must be submitted up to but no later than 1:30 p.m., April 27, 2015.

Submission Location: Alvin Independent School District
Purchasing Bldg. A
Attn: Josh Scott
2200 Stapp Maxwell
Alvin, Texas 77511

Fax proposals are not considered legal documents; therefore, original signed documentation must be submitted for consideration.

Scope of Work:

Alvin ISD is accepting Proposals for Grazing and Storage of Livestock and maintenance on a 55 acre tract, crossed fenced into 3 pastures, containing 1 large barn and 2 small barns with access on Business 35, Steel road and Munson road. The District will award this bid proposal exclusively and will be for the 2015-2016 school year.

Contact Information:

For further information or questions in regards to the bidding process, contact Josh Scott (281) 331-1393.

GRAZING AND PASTURE LEASE AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This Grazing and Pasture Lease Agreement (“Lease”), is entered into by and between _____ (hereinafter referred to as “Tenant”), and **Alvin Independent School District** (hereinafter referred to as “Landlord”).

WHEREAS, Landlord wishes to allow Tenant to use such real property for the grazing and storage of livestock, pursuant to the terms and conditions below, in exchange for the benefits conferred upon Landlord as stated below:

THEREFORE, Tenant and Landlord agree as follows:

- 1. Property:** 55 acres, more or less, situated in Brazoria County, Texas, more particularly described by metes and bounds on Exhibit A hereto and incorporated herein by reference for all purposes (hereinafter referred to as the “Property”).
- 2. Purpose:** Tenant may use the Property for the grazing, storing, caring and riding of livestock and the growing and the harvesting of grass and hay for the feeding of livestock and for no other purposes. Tenant shall not engage in any activities, acts or omissions that are in violation of any applicable federal, state or local laws, or that would result in Landlord being in violation of any federal, state or local laws applicable to Landlord.
- 3. Lease Term:** The initial term of this Lease shall commence upon the date of execution of all parties to this Lease as evidenced by the signatures hereunder, and continue for one (1) year. The Lease term will automatically renew for four (4) subsequent one-year periods. Either party may terminate this Lease by providing ninety (90) days written notice to the other party. Upon termination, Landlord shall, within ten (10) business days of the notice of termination, refund the pro-rata portion of any prepaid rent for the remainder of that year to Tenant. Upon termination or expiration of the Lease Term, upon vacating the Property, Tenant is to remove all of its personal property, equipment, livestock, and any removable improvements he wishes from the Property without disturbing the Property, with the exception of any perimeter fencing. Any property remaining on the Property after the expiration of the Lease term shall be deemed to be abandoned by Tenant, and shall become the property of the Landlord.

4. **Rent:** Tenant shall pay Landlord the sum of \$_____ per year, payable upon execution of this Lease, and for each subsequent year, no later than the anniversary of the date of execution of this Lease. Rent shall be payable to Landlord and delivered to the notice address provided herein.
5. **Utilities:** Tenant will be responsible for timely payment of all utilities, including but not limited to all electricity, water, gas, telephone, cable and sanitation services used on the Property during the Lease Term.
6. **Taxes:** Tenant shall be responsible for any taxes assessed on the Property resulting from the Tenant's activities.
7. **Insurance and Indemnity:** During the entire Lease Term (and any renewals), Tenant will maintain liability insurance, and provide Landlord with copies of all insurance certificates which covers Tenant's use of the Property, any activities conducted by the Tenant on the Property, and any physical or personal injuries, losses or damage to or sustained by Tenant, his agents, invitees or livestock. Landlord shall have no obligation to replace, repair or compensate Tenant for any loss affecting the Property or for any physical or personal injuries, losses or damages to or sustained by Tenant, his agents, invitees or livestock. Tenant shall be responsible for and shall indemnify and hold harmless Landlord for any damages, claims or loses relating to the Property or otherwise incurred by Landlord resulting from Tenant's occupancy or activities under this Lease. Tenant acknowledges and agrees that Tenant is familiar with the physical state of the property and is accepting the property "AS IS" with no warranties, including any warranties of habitability or quiet use and enjoyment.
8. **Maintenance and Repairs of Improvements:** Tenant shall be obligated to maintain existing fencing around the perimeter of the Property at Tenant's expense. Tenant shall also keep the Property free from debris during the Lease Term. Landlord shall have not duty to maintain or repair the Property or any improvements during the Lease Term. Any such maintenance and repair will be the sole responsibility of the Tenant. Tenant shall be responsible for mowing and keeping the pasture height in accordance with City of Alvin Ordinance. No Restricted Use Pesticides unless by a licensed applicator. Licensed applicator will be responsible for recording applications and maintaining recording in accordance to Texas Department of Agriculture.
9. **Assignment:** Tenant may not assign this Lease
10. **Notices:** Any notice required or permitted to be given under this Lease shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to Landlord:

Alvin Independent School District

Attn: _____

If to Tenant:

11. **Governing Law:** This Lease be governed by and constructed in accordance with the laws of the State of Texas.

12. **No Amendment:** This Lease may only be amended by written duly executed and properly authorized by both parties.

“LANDLORD”

“TENANT”

ALVIN INDEPENDENT SCHOOL DISTRICT

_____, President

Alvin ISD Board of Trustees

Date: _____

Date: _____



Exhibit "A"
Grazing and Pasture Lease Agreement 55+ acre

As described in the Metes and Bounds:

55.645 acres of land, being part of Lot 5, all of lots 6 as recorded in Volume 85 212, Page 686, Official Records, Brazoria County, Texas, being all lots 7, 19 and 20, part of Lot 21, as recorded in Volume 1075, Page 682, Deed Records, Brazoria County, Texas, being in the subdivision of the South Half of Section 21, according to the plat as recorded in Volume 5, Page 442, Deed Records, Brazoria County, Texas, situated in the Hooper and Wade Survey, Abstract 421, Brazoria County, Texas, and being more particularly described by the metes and bounds.

More particularly described by the Brazoria County Appraisal District's Legal Description:

Property ID #172581 - A0421 HOOPER & WADE TRACT 5C ACRES 6.45 ALVIN

Property ID #172583 - A0421 HOOPER & WADE, TRACT 6 (PT), ACRES 0.500, ALVIN

Property ID #172584 - A0421 HOOPER & WADE, TRACT 6 (PT), ACRES 4.500, ALVIN

Property ID #172585 - A0421 HOOPER & WADE, TRACT 6A, ACRES 5.000, ALVIN

Property ID #172586 - A0421 HOOPER & WADE, TRACT 7 (PT), ACRES 0.500, ALVIN

Property ID #172587 - A0421 HOOPER & WADE, TRACT 7 (PT), ACRES 9.500, ALVIN

Property ID #172604 - A0421 HOOPER & WADE, TRACT 19, ACRES 10.000, ALVIN

Property ID #172605 - A0421 HOOPER & WADE, TRACT 20, ACRES 10.000, ALVIN

Property ID #172606 - A0421 HOOPER & WADE, TRACT 21, ACRES 9.500, ALVIN