

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

THIRD AMENDMENT TO HAY LEASE

THIS THIRD AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "Lessor"), a body corporate and politic under the laws of the State of Texas, and Pete Wleczyk, (hereinafter "Lessee") (collectively referred to as the "parties").

WHEREAS, the parties executed and accepted that certain Hay Lease dated May 10, 2010, (hereinafter "Hay Lease"); pursuant to RFP 10-080, as amended by document dated February 28, 2012, (hereinafter "Amendment"), and as amended again by document dated January 8, 2019 (hereinafter "Second Amendment"); and

WHEREAS, the Hay Lease, the Amendment, and the Second Amendment are all incorporated fully by reference for all purposes; and

WHEREAS, the parties desire to further amend the Hay Lease to reflect the reduced acreage subject to the Hay Lease and reduce the amount payable from the Lessee to the Lessor per year to lease the Property.

NOW, THEREFORE, the parties do mutually agree as follows:

1. The description of the "Property" under the Hay Lease, initially consisting of approximately seventy-five (75) acres of land, more or less, and, under the Second Amendment, as reduced to approximately fifty (50) acres of land, more or less, is hereby further reduced to approximately fifteen (15) acres of land, more or less.
2. The amount payable from Lessee to Lessor as consideration under the Hay Lease and the Second Amendment is hereby further reduced to eleven dollars and 00/100 (\$11.00) per acre of land per year.

Except as provided herein, all terms and conditions of the Hay Lease, the Amendment, and the Second Amendment shall remain unchanged.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

KP George

KP George, County Judge

02/13/2024

Date



PETE WLECZYK

Pete Wleczyk

Signature

2/2/2024

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk

I:\AGREEMENTS\2024 Agreements\Purchasing\Purchasing\Pete Wleczyk (24-Purch-100352)\Amend 3 - Hay Lease.Wleczyk.docx.1/24/2024 aw

Third Amendment to Hay Lease
Contract #24-Purch-100352

STATE OF TEXAS §
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SECOND AMENDMENT TO HAY LEASE

THIS SECOND AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "Lessor"), a body corporate and politic under the laws of the State of Texas, and Pete Wleczyk, (hereinafter "Lessee").

WHEREAS, the parties executed and accepted that certain Hay Lease dated May 10, 2010, (hereinafter "Hay Lease"); pursuant to RFP 10-080, as amended by document dated February 28, 2012, (hereinafter "Amendment"); and

WHEREAS, the parties desire to amend the Hay Lease to reflect the reduced acreage subject to the Hay Lease and reduce the amount payable from the Lessee to the Lessor per year to lease the Property.

NOW, THEREFORE, the parties do mutually agree as follows:

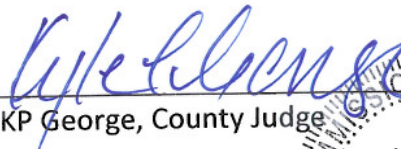
1. The description of the "Property" under the Hay Lease, initially consisting of approximately seventy-five (75) acres of land, more or less, is hereby reduced to approximately fifty (50) acres of land, more or less.
2. The amount payable from Lessee to Lessor as consideration under the Hay Lease is hereby reduced from \$825.00 per year to \$550.00 per year.

Except as provided herein, all terms and conditions of the Hay Lease and the Amendment shall remain unchanged.

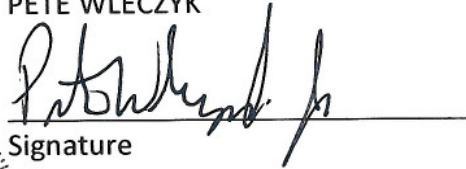
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

PETE WLECZYK



KP George, County Judge



Signature

1-8-2019

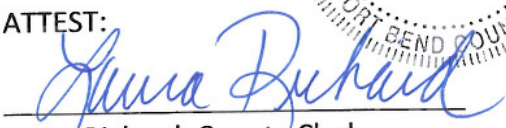
Date

12/26/2018

Date



ATTEST:



Laura Richard, County Clerk

STATE OF TEXAS §
COUNTY OF FORT BEND §

AMENDMENT TO HAY LEASE

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "Lessor"), a body corporate and politic under the laws of the State of Texas, and Pete Wleczyk (hereinafter "Lessee").

THAT WHEREAS, the parties executed and accepted that certain Hay Lease dated May 11, 2010, attached hereto as Exhibit A, and incorporated by reference herein for all purposes; and

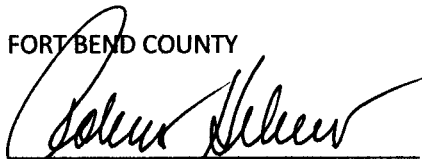
WHEREAS, the parties desire to extend the term of the Hay Lease.

NOW, THEREFORE, the parties do mutually agree as follows:

The term of the Hay Lease shall extend through March 31, 2012. Thereafter, the term shall automatically renew under the same terms and conditions for additional one (1) year terms until terminated as provided in the Hay Lease.

Except as provided herein, all terms and conditions of the Hay Lease shall remain unchanged.

FORT BEND COUNTY

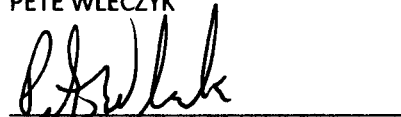

Robert E. Hebert, County Judge

2-28-2012
Date

ATTEST:


Dianne Wilson, County Clerk

PETE WLECZYK


Signature

Pete Wleczyk
Printed Name

2/9/2012
Date

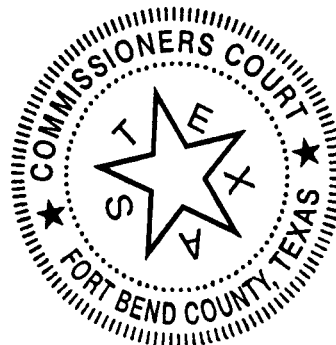


EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

HAY LEASE

THIS AGREEMENT OF LEASE made and entered into this the 1 day of MAY, 2010, between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter called "LESSOR", and Pctc Wleczyk, whose mailing address is 2321 Cottonwood School Road, Rosenberg, Texas 77471, hereinafter referred to as "LESSEE".

In consideration of \$825.00 per year and other good and valuable consideration, LESSOR does hereby lease to LESSEE, and LESSEE does hereby lease from LESSOR for the purpose of hay bailing operations on certain property owned by LESSOR and situated in Fort Bend County, Texas, consisting of approximately 75 acres of land, more or less ("Property"), located in the S. A. Stone Survey, Abstract 392, Fort Bend County, Texas, said tract located on the northwest side of Stella Road. The lease is to be paid prior to the beginning of the term in the form of a check or money order made payable to LESSOR.

The term of this Lease shall be for the period beginning May 1, 2010 and ending March 31, 2011, renewable annually under the same terms and conditions if mutually agreed upon by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

During the term of this lease, LESSEE shall not erect any structure or fences on the Property nor shall LESSEE make any alterations, additions, or improvements to the Property without the prior written consent of LESSOR. LESSEE shall clip the Property at least twice during this lease term and remove product within forty-five (45) calendar days of cutting. LESSEE shall notify LESSOR prior to any excavation, grading and/or repairs on the property. LESSEE, individually, shall be the only party permitted to enter and conduct hay bailing operations on the Property, and hereby agrees that LESSEE will permit no other individual, company, entity or invitee of LESSEE to enter upon the Property for any reason whatsoever, unless approved by Fort Bend County.

Upon any termination of this Lease, LESSEE agrees that it will promptly restore the Property to as near original condition that existed prior to LESSEE'S hay bailing operations and activities.

Notwithstanding any other provision of this Lease to the contrary, LESSOR may terminate this Lease as to all or any part of the Property by giving LESSEE thirty (30) days prior written notice of LESSOR'S intent to terminate.

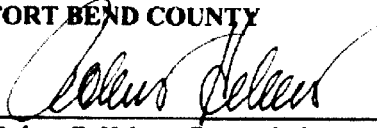
LESSEE may not assign this Lease in whole or in part without first obtaining written permission from LESSOR, which may be granted or withheld solely within LESSOR'S discretion.

LESSEE'S operations hereunder shall be conducted at LESSEE'S sole costs, risk, expense and liability and LESSEE agrees to indemnify and hold LESSOR harmless for any and all actions or causes of action arising as a result of LESSEE'S hay bailing operations on the Property.

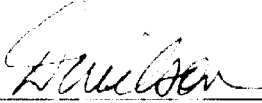
IN WITNESS WHEREOF this lease is executed this 11 day of May, 2010.

LESSOR:
FORT BEND COUNTY

By:


Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

LESSEE:


Signature

Pete Wulzyk Jr.
Printed



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Brooke Lindemann, CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

January 8, 2025

Via E-Mail: cgwleczyk@yahoo.com

Mr. Pete Wleczyk
ATTN: Cancellation
2321 Cottonwood School Rd.
Rosenberg, TX 77471

Re: RFP 10-080 Lease of Property for Agricultural Purposes - Hay Lease Agreement, specific to the following:

- A. 75 acres of land located in the S.A. Stone Survey, Abstract 392, Fort Bend County, Texas, said tract located on the northwest side of Stella Road.

Dear Mr. Wleczyk:

Please accept this as written notification that Fort Bend County exercises its right to terminate the Hay Lease Agreement(s), including any Addendums issued thereto by and between Fort Bend County and Pete Wleczyk. The Hay Lease Agreement was specific to the above referenced property. The effective termination date is eighty two (82) days from this date or March 31, 2026.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

Krystle Sanchez
Senior Buyer
Krystle.Sanchez@fortbendcountytexas.gov