STATE OF TEXAS

COUNTY OF FORT BEND

HAY LEASE

THIS AGREEMENT OF LEASE made and entered into this the <u>l</u> day of <u>MAY</u>, 2010, between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter called "LESSOR", and Pete 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 <u>II</u> day of <u>May</u> , 2010.		
By: ATTEST: Dianne Wilson, County Clerk	LESSOR: FORT BEND COUNTY Robert E. Hebert, County Judge	
	LESSEE: Signature Pete Wheczyk JR. Printed	

STATE OF TEXAS
COUNTY OF FORT BEND

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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 exec	cuted th	is <u>11</u> day of <u>may</u> , 2010.
ATTEST: Julian Dianne Wilson, County Clerk	By:	FORT BEND COUNTY Robert E. Hebert, County Judge
		LESSEE: Signature Pete Wheczyk Th. Printed