



BELLVILLE INDEPENDENT SCHOOL DISTRICT

Meeting of the BISD Board of Trustees

August 27, 2020

Subject:	Consideration and approval to request bids for an agricultural lease to harvest grass or hay on 19.605 acres next to the Junior High and 5.802 acres next to the High School
Presenter:	Dennis Jurek
Board Policy:	
BISD Goal:	<ol style="list-style-type: none">1. Develop and attain local standards for high levels of integrated learning and performance. [LEARNING]2. Foster a connected, collaborative, and strategic approach to continuous improvement for the district. [LEADERSHIP]3. Create a culture that attracts, develops, and retains exceptional individuals to be part of our district and community. [HUMAN CAPITAL]4. Cultivate connections in our schools and community to ensure all feel safe, valued, and engaged in meaningful ways. [COMMUNITY]
Summary:	Numerous requests have been made concerning the harvesting of hay on the two properties mentioned. These two properties are prime locations for future expansion of our schools. They are currently being used by Agriculture Department for classes and are currently being maintained by our Maintenance and Grounds staff.
Attachments:	<ul style="list-style-type: none">▪ Draft Agricultural Lease Agreement
Recommendation:	It is recommended: that the Board of Trustees approved to move forward with the solicitation of bids for the harvesting of grass and hay on these two properties.

BELLVILLE BRAHMAS
LEARNERS TODAY. LEADERS TOMORROW.

AGRICULTURAL LEASE AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Lease Agreement (this "Lease"), is entered into effective _____, _____, by and between _____, TRUSTEE (hereinafter referred to as "Tenant"), and **BELLVILLE INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "Landlord").

WHEREAS, Landlord has lawful and possession of certain real property described below by virtue of Special Warranty Deed of even date herewith executed by Tenant.

WHEREAS, Landlord wishes to allow Tenant and Tenant's subtenants to continue to use such real property for the growing and harvesting of grass and hay and no other purpose pursuant to the terms and conditions below:

1. **Property:** 19.605 acres and 5.802 acres, more or less, situated in Austin County, Texas, more particularly described by metes and bounds on Exhibit A & Exhibit B hereto and incorporated herein by reference for all purposes (hereinafter referred to as the "Property").

2. **Purpose:** Tenant and Tenant's subtenants may use the Property for the growing and harvesting grass and hay and for no other purpose.

3. **Lease Term:** The initial term of this Lease shall commence _____ days after the date of execution of all parties to this Lease as evidenced by the signatures hereunder, and continue for _____. The Lease term will automatically renew for subsequent _____ periods. Either party may terminate this Lease by providing thirty (30) 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 prepaid rent for the remainder of that month to Tenant. Upon termination of the Lease Term, upon vacating the Property, Tenant is to remove all of its personal property, equipment, and any removable improvements Tenant desires from the Property without disturbing the Property. Any personal property remaining on the Property after the expiration of the 30 days notice shall be deemed to be abandoned by Tenant.

4. **Rent:** Tenant shall pay Landlord the sum of \$_____ per _____, payable upon execution of this Lease. Rent shall be payable to Landlord and delivered to the notice address provided herein. Rents due under any renewal hereof shall be in like amount due on the monthly anniversary date hereof.

5. **Utilities:** Tenant will be responsible for timely payment of all utilities, including but not limited to all electricity, cable, water, gas and sanitation services used on the Property during the Lease Term.

7. **Insurance and Indemnity:** During the term of this Lease and any renewals, Tenant will maintain liability insurance which covers Tenant's use of the Property, any activities conducted by Tenant on the Property, and any physical or personal injuries, losses or damage to or sustained by Tenant, Tenant's 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 subtenants. Tenant shall be responsible for and shall indemnify, defend and hold harmless Landlord for any damages, claims, or losses relating to the Property or incurred by Landlord resulting from Tenant's occupancy or any subtenant's occupancy of the Property during the Lease Term. 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:** Landlord shall have no duty to maintain or repair the Property during the Lease Term. Any such maintenance and repair will be the sole responsibility of Tenant.

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: Bellville Independent School District
Attn: Mr. Dennis Jurek
518 S. Mathews
Bellville, TX 77418
Ph. 979.865.3133

and
to Landlord's Attorneys:

Attn: _____

Ph. _____

If to Landlord: Bellville Independent School District
Attn: Mr. Dennis Jurek
518 S. Mathews
Bellville, TX 77418
Ph. 979.865.3133

and
to Landlord's Attorneys: _____
Attn: _____

Ph. _____

11. **Governing Law:** This Lease shall be governed by and construed in accordance with the laws of the State of Texas.
12. **Attorney's Fees:** The prevailing party in any judicial proceeding arising from this Lease shall recover its reasonable and necessary attorney's fees pursuant to Texas Local Government Code Section 271.159.
13. **No Amendment:** This Lease may only be amended by written instrument duly executed and properly authorized by both parties.

"LANDLORD"

"TENANT"

**BELLVILLE INDEPENDENT
SCHOOL DISTRICT**

, TRUSTEE

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Exhibit A

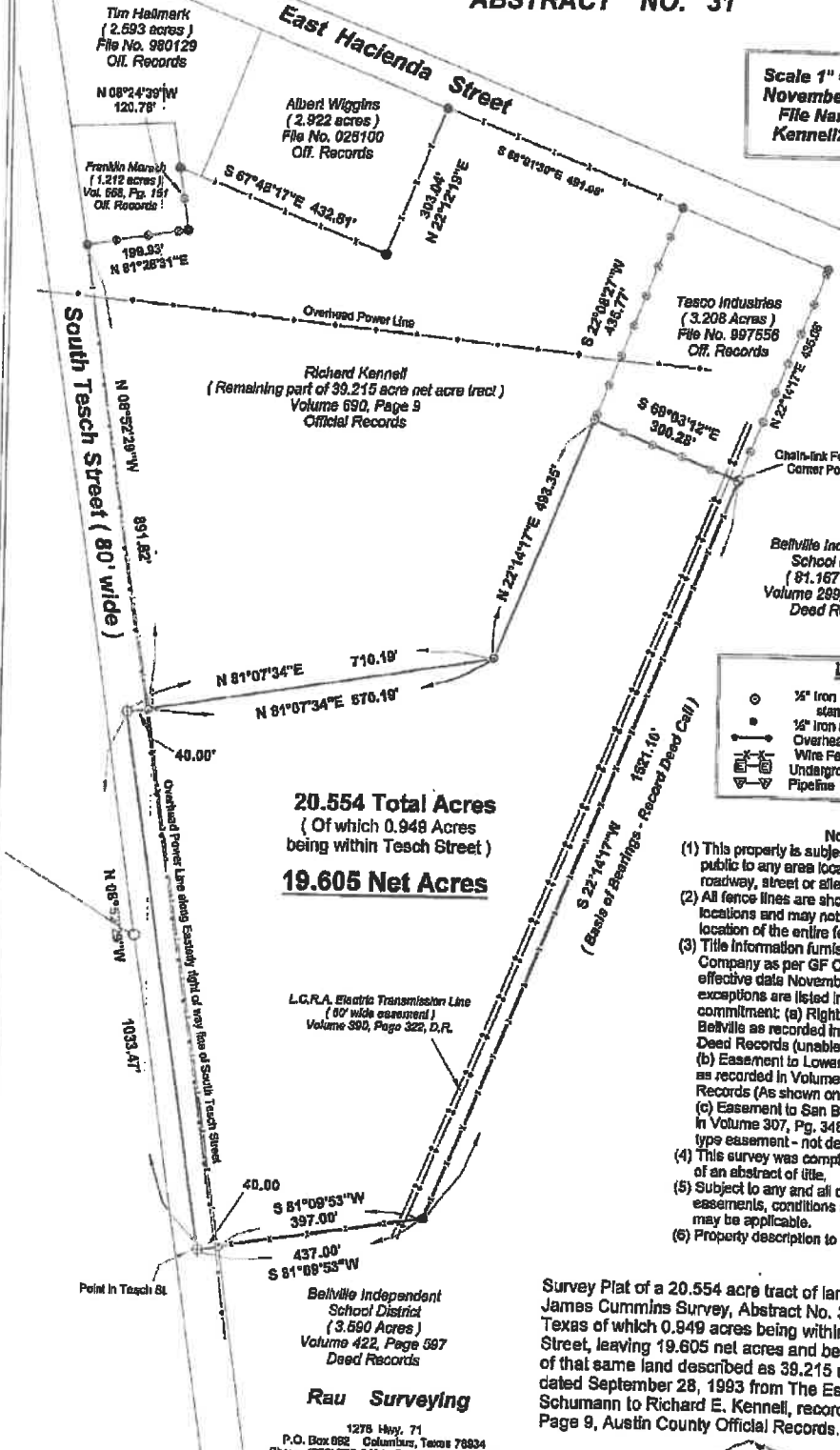
19.605 acres located next to the Bellville Junior High School

Survey description located on next page:

DRAFT

**AUSTIN COUNTY, TEXAS
JAMES CUMMINS SURVEY
ABSTRACT NO. 31**

Scale 1" = 200'
November 23, 2010
File Name:
Kennel2.Zak



20.554 Total Acres
(Of which 0.948 Acres
being within Tesch Street)
19.605 Net Acres

LEGEND

	1/2" Iron Rod find, with plastic cap stamped RPLS 4173
	1/4" Iron rod found
	Overhead Power Line
	Wire Fence
	Underground Power Line
	Pipeline

- Notes**
- (1) This property is subject to the rights of the public to any area located within a public roadway, street or alley.
 - (2) All fence lines are shown in their general locations and may not represent an exact location of the entire fence.
 - (3) Title information furnished by Belville Abstract Company as per GF Commitment No. 39558, effective date November 19, 2010. This following exceptions are listed in Schedule B of said commitment: (a) Right of way to the City of Belville as recorded in Volume 209, Page 330, Deed Records (unable to locate by description), (b) Easement to Lower Colorado River Authority as recorded in Volume 390, Page 322, Deed Records (As shown on this plat), (c) Easement to San Bernard Electric as recorded in Volume 307, Pg. 348, Deed Records (Blanket type easement - not described to locate).
 - (4) This survey was completed without the benefit of an abstract of title.
 - (5) Subject to any and all covenants, restrictions, easements, conditions and ordinances which may be applicable.
 - (6) Property description to accompany this plat.

Survey Plat of a 20.554 acre tract of land situated in the James Cummins Survey, Abstract No. 31, Austin County, Texas of which 0.949 acres being within South Tesch Street, leaving 19.605 net acres and being a part or portion of that same land described as 39.215 net acres in Deed dated September 28, 1993 from The Estate of Gretchen Schumann to Richard E. Kennel, recorded in Volume 690, Page 9, Austin County Official Records.

Rau Surveying

1275 Hwy. 71
P.O. Box 682 Columbus, Texas 76834
Phone: (870) 732-8494 Fax: (870) 732-6468

I, Darrell D. Rau, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey was this day made on the ground under my supervision, of the property described hereon.

Darrell D. Rau, Registration No. 4173



Exhibit B

5.802 acres located next to the Bellville High School

Survey description located on next 3 pages:

DRAFT



ALEXANDER SURVEYING
LAND SURVEYORS

OWNER: BELLVILLE HISTORICAL SOCIETY

BUYER: BELLVILLE INDEPENDENT SCHOOL DISTRICT

5.802 ACRES (252,756.741 SQ. FT.)

ALL THAT TRACT OR PARCEL OF LAND consisting of 5.802 Acres (252,756.741 Sq. Ft.) located in the James Cummings Hacienda, A-31, Austin County, Texas. Subject tract being the residue of the called 6.093 Acre tract described in Deed to the Bellville Historical Society recorded in File# 120524 of the Official Records of Austin County, Texas. Said tract consisting of 5.802 Acres (252,756.741 Sq. Ft.) and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at a fence corner post in the North Right-of-way of Schumann Road (County Road, Volume 323, Page 268 of the Deed Records of Austin County, Texas) and being the Southwest corner of the 8.788 Acre tract described in Deed to J. Frank Monk recorded in File# 101384 O.R.A.C.T. and being the Southeast corner of the residue of the called 6.093 Acre tract mentioned above and the Southeast corner of the herein described tract;

THENCE N 67d 51' 56" W, with the North Right-of-way of Schumann Road and generally with an existing fence, a distance of 416.40 ft. (No Call) to a 1/2" iron rod set for the lower Southeast corner of the residue of the called 81.167 Acre tract belonging to the Bellville I.S.D. recorded in Volume 299, Page 201 D.R.A.C.T. and being the Southwest corner of the herein described tract;

THENCE N 25d 10' 07" E, with the common line with the residue of the called 81.167 Acre adjoining tract and generally with an existing fence, a distance of 636.16 ft. (Called Brg. N 26d 29' 20" E) to a 1/2" iron rod set at a fence corner post for an "L" corner in the Bellville I.S.D. tract and being the Northwest corner of the 6.093 Acre parent tract and the Northwest corner of the herein described tract;

THENCE S 72d 13' 13" E, with the common line with the Bellville I.S.D. tract and with the North line of the parent tract, a distance of 363.76 ft. (Called S 70d 54' E, 363.25 ft.) to a 1/2" iron rod set at a fence corner post in the West and common line with the 8.788 Acre adjoining tract mentioned above and being an "L" corner in the Bellville I.S.D. tract, for the Northeast corner of the parent tract and the Northeast corner of the herein described tract;

August 24, 2012
W.O.# 12-6646

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ALEXANDER SURVEYING
LAND SURVEYORS

OWNER: BELLVILLE HISTORICAL SOCIETY

BUYER: BELLVILLE INDEPENDENT SCHOOL DISTRICT

5.802 ACRES (252,756.741 SQ. FT.) (continued)

THENCE S 20d 24' 17" W, with the common line with the 8.788 Acre adjoining tract and generally with an existing fence, a distance of 663.19 ft. (Called Brg. S 21d 43' 30" W) to the **PLACE OF BEGINNING** and containing 5.802 Acres (252,756.741 Sq. Ft.).

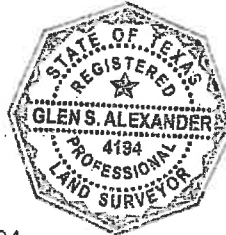
NOTES: Bearings shown hereon are based upon Grid North as determined from G.P.S. Observation.

Reference is hereby made to plat, of the subject tract, prepared this day.

August 24, 2012
W.O.# 12-6646

GLEN S. ALEXANDER

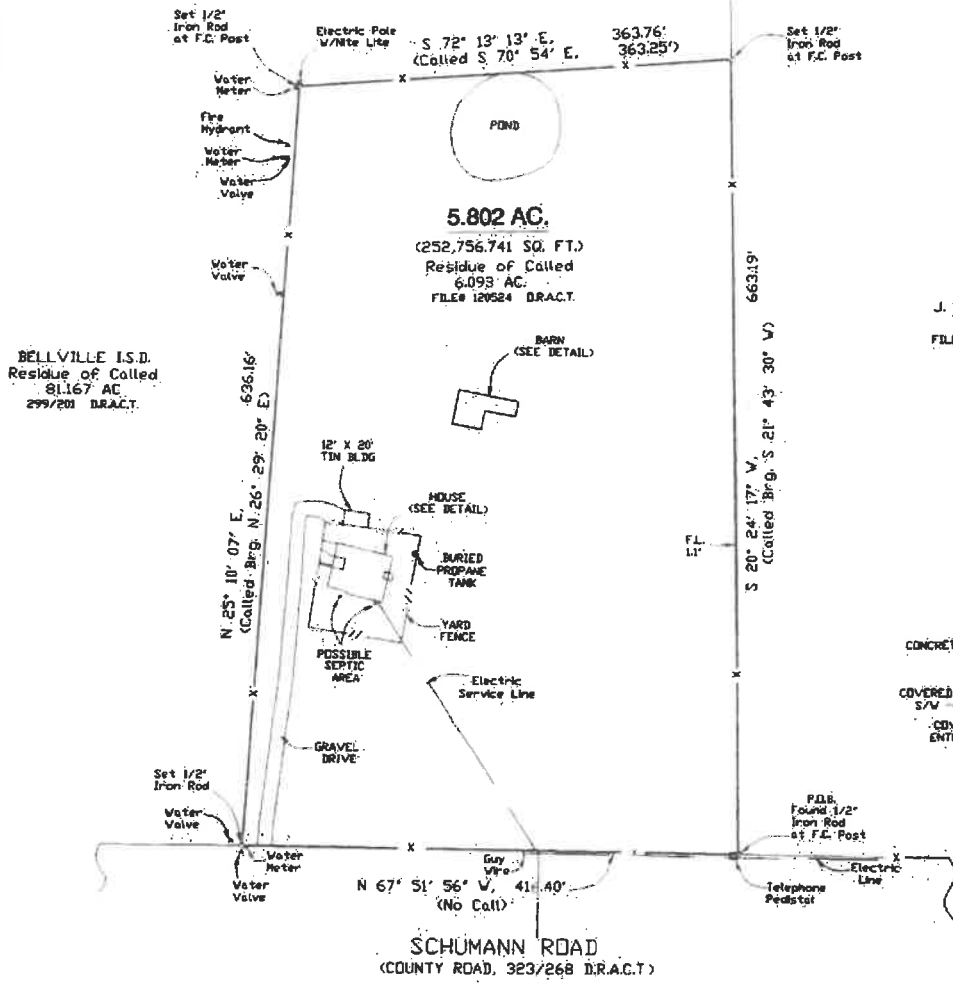
Glen S. Alexander
Registered Professional Land Surveyor, #4194



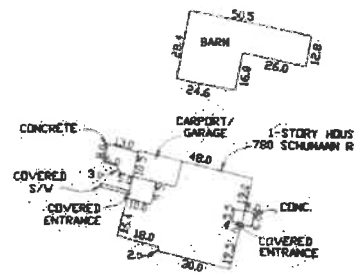
Page 2 of 2

SCALE 1" = 100'

**JAMES CUMMINGS HACIENDA
A-31
AUSTIN COUNTY, TEXAS**



DETAIL
1" = 50'



- NOTES:**
- 1) The tract of land shown hereon lies within Zone "X" (Areas determined to be outside the 50% annual chance floodplain) of the Flood Hazard Zone according to the FIRM, Flood Insurance Rate Map# 4801SC 0192E & Map# 4801SC 0223C, Map Revised September 3, 2010.
 - 2) Bearings shown hereon are based upon Grid North as determined from G.P.S. Observation.
 - 3) Reference is hereby made to notes and bounds description of the subject tract, prepared this day.
 - 4) This plat was prepared for the exclusive use of the individuals and/or institutions named on this survey. It is non-transferable to additional institutions or individuals without expressed recertification by Alexander Surveying.
 - 5) This plat is the property of Alexander Surveying. Reproduction of this plat for any purpose is expressly forbidden without the written consent of an authorized agent of Alexander Surveying.

TO: BELLVILLE HISTORICAL SOCIETY
BELLVILLE INDEPENDENT SCHOOL DISTRICT
BELLVILLE ABSTRACT COMPANY

I, Glen S. Alexander, Registered Professional Land Surveyor, #4194, do hereby certify that the plat and/or description shown hereon accurately represents the results of an on the ground survey made under my direction and supervision on AUGUST 24, 2012 and all corners are as shown hereon. There are no conflicts, protrusions or easements apparent on the ground, except as shown, and that this professional service conforms to the current Texas Society of Professional Standards and Specifications for a Category 1.A, Condition II survey.

This survey was performed in connection with the transaction described in G. F. # 40,895 of BELLVILLE ABSTRACT COMPANY.



OWNER: BELLVILLE HISTORICAL SOCIETY
BUYER: BELLVILLE INDEPENDENT SCHOOL DISTRICT

ALEXANDER SURVEYING
105 E. Lohm Street, P. O. BOX 386
Gowda, Texas 77418
Phone: 979-885-9145 Fax: 979-885-5888
alexander.surveying@earthlink.net
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Glen S. Alexander	County: AUSTIN	Field Crew:
R.P.L.S. No. #4194	Survey: HACIENDA, A-31	Computations:
Date: AUGUST 24, 2012	City:	Drafting:
U. date:	Addition:	Work Order: 1

Glen S. Alexander
Glen S. Alexander - Registered Professional Land Surveyor, #4194