

## DocuSign City Council Transmittal Coversheet

RFP	7408
File Name	Airport Agricultural Lease
Purchasing Contact	Cori Power
City Council Target Date	October 27, 2020
Piggy Back Option	Yes
Contract Expiration	October 27, 2025
Ordinance	20-2126

**AGRICULTURAL LEASE AGREEMENT  
BETWEEN THE CITY OF DENTON AND  
WEBSTER & SON, LTD (RFP 7408)**

This Denton Enterprise Airport Agricultural Lease Agreement (the "Lease"), is made and entered into on 10/27/2020, in which the City of Denton, Texas, a home rule municipal corporation, (herein called "CITY") devises and lets WEBSTER & SON, LTD, whose address is 112 Seaborn Rd, PO Box 246, Ponder, TX 76259 (herein called "LESSEE"), the right and privilege to use for agricultural purposes and for no other purposes, except as authorized herein, the following real property located in the County of Denton, State of Texas, described as follows:

Approximately 222 acres of land at the Denton Municipal Airport, which is surplus to Airport needs, for agricultural purposes, as designated in the shaded portions on attached Exhibit A, which is incorporated herein.

1. The Lease term will be three (3) years, effective from the date that the CITY provides notice of the award to LESSEE ("effective date"). The Lease shall automatically renew each year on the month and day of the effective date ("renewal date). This Lease shall have the option to be automatically renewed for an additional two (2) one-year periods, resulting in a total five (5) year Lease term. CITY shall have the right to adjust the compensation LESSEE is required to pay, as set forth in Section 3 hereof, if CITY'S consultation with the Denton County Agricultural Extension Office reveals that the average rental price of farm land in Denton County has increased by more than five percent (5%) over the rent provided in Section 3. LESSOR shall notify LESSEE in writing of any adjustment in the rental within 30 days of receipt of notice from LESSEE.
2. LESSEE agrees to pay the CITY by check sent by U.S. Postal Service Mail and as partial rental for the above-described property, the sum of two thousand three hundred thirty-one (\$2,331.00) Dollars, which is \$10.50 per acre, for 222 acres of land, per year. This rental shall be payable in two (2) semi-yearly installments of one thousand one hundred sixty-five and fifty cents (\$1,165.50) Dollars each, the first installment to be paid on or before the 15<sup>th</sup> of March of each year, and the second installment to be paid on or before the 15<sup>th</sup> of September of each year of the term of this Lease. The five (5) year total, not-to-exceed amount is eleven thousand six hundred fifty-five (\$11,655.00).

In addition to such payment, LESSEE agrees to perform the following services for CITY as consideration for the Lease of said property, to-wit:

- A. To cut, bale, and promptly remove hay from the shaded portions on Exhibit A.
  - B. To call to the attention of Airport staff potential erosion areas on the Leased premises and the areas that are to be mowed.
3. Land Area Available: (See Exhibit A attached). Approximately 222 acres of land is available for agricultural usage LESSEE as follows:
- A. Approximately 144 acres of usable land on the west side of the Airport. Also, approximately 78 acres of usable land on the North side of the Airport.
  - B. Airport Clear Zones:
    1. Airport Clear Zones are land areas along the runway that must be clear of crops and be maintained in such a way as to be smooth with no holes or large rocks in the area. Airport Clear Zones are the non-shaded areas between the Runways and the Leased property, shown within Exhibit A. **LESSEE MUST REMAIN CLEAR OF THESE AREAS.**
      - a. 150 feet to the West of Runway 17/35.
      - b. 300 feet to the south of the end of the Runway 17.
      - c. 300 feet to the north of the end of Runway 35.
    2. The infield area between the runway and taxiway system cannot be utilized for agricultural purposes.
    3. Crops grown at the Leased premises are restricted by the following conditions:
      - a. Tall standing crops, over three feet in height, may not be grown within 150 feet of the runway on the west side of the Airport.
      - b. Crops may not be grown between the runway and the taxiway system.
      - c. Crops may not be grown next to or in the vicinity of any FAA navigational unit or structure.
4. Restrictions and Limitations:
- A. The land leased should be used solely for cultivation of seasonal crops. LESSEE shall conduct all cultivation and mowing in conformity with the good soil conservation and pasture management practices.
  - B. At no time will LESSEE or any individual, agent, servant or employee of LESSEE be allowed to park or leave unattended any farm equipment, tractor or vehicle within 400 feet of the center line of the runway within any runway approach area

that is 500 feet from the threshold or within 50 feet of the edge of any taxiway or apron.

- C. At no time will the LESSEE or any individual, agent, servant or employee of LESSEE be allowed to erect, construct or build any structure of any nature, or remove or tear down any building or other improvement on the Lease property without prior written approval of the CITY.
  - D. No new fences may be erected on the Airport property without prior written approval of the LESSOR. All Airport boundary fence lines around the crop area will be maintained by LESSEE.
  - E. Grazing or pasturing of animals will not be permitted on the Airport property or on any Airport land leased for agricultural purposes.
  - F. LESSEE shall not sublease any portion of the Airport property.
5. Termination: The CITY shall have the right to terminate the Lease with or without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the LESSEE shall promptly cease all further work pursuant to the Lease, with such exceptions, if any, specified in the notice of termination.
6. The following special conditions shall govern the parties to this lease:
- A. It should be understood that the CITY and the Federal Government shall have the right to use any portion of the land for any purposes that they deem necessary. The CITY will require that the areas in question be vacated within thirty-days (30) of a written notification. Compensation for the recaptured land will be prorated on a per acre basis, plus costs of growing crops destroyed.
  - B. The CITY will have access to the property leased at any time for purpose of any inspection deemed expedient and for the purpose of surveying, utility placement, as well as for the use as access routes to adjacent areas of the Airport or to public roads.
  - C. Material crops and all other property of the LESSEE shall be removed from the Airport leased land by the expiration date of this lease.
  - D. LESSEE agrees to indemnify, defend and hold harmless the CITY and its agents, employees and representatives from all penalties arising from the violation of any ordinance, order or regulation that should occur in the operation of the lease, as well as from and against any and all liability for all claims, suits, losses, damages or injuries to any person or property of any nature resulting from the carelessness, negligence or improper conduct of the LESSEE or any of its agents or employees.
  - E. LESSEE agrees that it will not bring claim or suit against the CITY or assign any cause of action because of an accident, fire, noise or disturbance resulting from the crash of an aircraft operating in the vicinity of the Airport; taking off or landing at

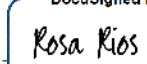
the Airport; or occasioned by the presence and proximity of aircraft parked, being fueled, taxiing or in-flight over the leased area.

- F. LESSEE expressly agrees to deliver portions of such property to the CITY as LESSEE'S crops are removed. Any crops remaining on the leased premises at the end of the Lease term, shall become the property of CITY.
- G. Further, the CITY assumes no responsibility of liability for harm, injury or any damaging events which are directly or indirectly attributable to premise defects, or conditions which may now exist or may hereafter arise upon the premises, any and all defects being expressly waived by LESSEE.

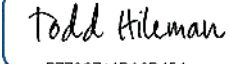
The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

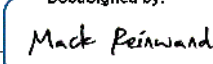
ATTEST:  
ROSA RIOS, CITY SECRETARY

BY:  \_\_\_\_\_  
DocuSigned by:  
1C5CA8C5E175493...

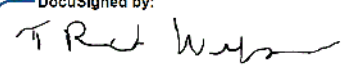
CITY:  
CITY OF DENTON, TEXAS

BY:  \_\_\_\_\_  
DocuSigned by:  
E776C711BA0D454...  
TODD HILEMAN, CITY MANAGER

APPROVED AS TO LEGAL FORM:  
AARON LEAL, CITY ATTORNEY

BY:  \_\_\_\_\_  
DocuSigned by:  
7F9D328BF0204E5...

LESSEE:  
WEBSTER & SON, LTD

BY:  \_\_\_\_\_  
DocuSigned by:  
75188D300E7A45C...

THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational obligations and  
business terms.

 \_\_\_\_\_  
DocuSigned by:  
A79499140F7443A...  
SIGNATURE                      PRINTED NAME

Director - Airport, Capital Planning, Facilities

TITLE

Airport

DEPARTMENT

T. Richard Webster

PRINTED NAME

owner/ operator

TITLE

940-391-6015

PHONE NUMBER

websterltd@yahoo.com

EMAIL ADDRESS

# Exhibit A



## Certificate Of Completion


Envelope Id: 4F7AB0F10060428CAD7E9600750D314C	Status: Completed
Subject: Please DocuSign: City Council Contract 7408 - Airport Ag Lease	
Source Envelope:	
Document Pages: 6	Signatures: 5
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cori Power
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	cori.power@cityofdenton.com
	IP Address: 198.49.140.104

## Record Tracking

Status: Original	Holder: Cori Power	Location: DocuSign
9/18/2020 5:54:23 PM	cori.power@cityofdenton.com	

## Signer Events

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 198.49.140.104	Sent: 9/18/2020 6:01:42 PM Viewed: 9/18/2020 6:01:52 PM Signed: 9/18/2020 6:02:56 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 9/18/2020 6:02:57 PM Viewed: 9/21/2020 5:38:30 PM Signed: 9/21/2020 5:40:42 PM
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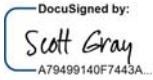
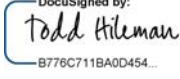

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mack Reinwand mack.reinwand@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 76.186.77.161	Sent: 9/21/2020 5:40:44 PM Viewed: 9/25/2020 10:06:38 AM Signed: 9/25/2020 10:07:32 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

T. Richard Webster websterltd@yahoo.com Owner/ Operator Security Level: Email, Account Authentication (None)	  Signature Adoption: Drawn on Device Using IP Address: 107.77.199.14 Signed using mobile	Sent: 9/25/2020 10:07:35 AM Resent: 9/29/2020 3:48:31 PM Resent: 9/29/2020 3:48:42 PM Resent: 10/4/2020 2:28:39 PM Viewed: 10/6/2020 11:38:17 AM Signed: 10/6/2020 11:43:51 AM
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**Electronic Record and Signature Disclosure:**  
Accepted: 10/6/2020 11:38:17 AM  
ID: 96c0962c-d717-4844-85b9-5aa8d763856c

Signer Events	Signature	Timestamp
<p>Scott □ray            Scott.□ray@cityofdenton.com            Director - Airport, Capital Planning, Facilities            x            Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>            Accepted: 10/6/2020 11:45:35 AM            ID: f78512ea-2000-4e37-8065-1a3252f49e61</p>	<p>DocuSigned by:              A79499140F7443A...</p> <p>Signature Adoption: Pre-selected Style            Using IP Address: 198.49.140.10</p>	<p>Sent: 10/6/2020 11:43:54 AM            Viewed: 10/6/2020 11:45:35 AM            Signed: 10/6/2020 11:45:47 AM</p>
<p>Cheyenne Defee            cheyenne.defee@cityofdenton.com            Contract Administrator            City of Denton            Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>            Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 198.49.140.104</p>	<p>Sent: 10/6/2020 11:45:50 AM            Viewed: 10/28/2020 10:24:48 AM            Signed: 10/28/2020 10:25:05 AM</p>
<p>Todd Hileman            Todd.Hileman@cityofdenton.com            City Manager            City of Denton            Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>            Accepted: 7/25/2017 11:02:14 AM            ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>	<p>DocuSigned by:              B776C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style            Using IP Address: 47.184.93.41</p>	<p>Sent: 10/28/2020 10:25:08 AM            Viewed: 10/28/2020 11:56:16 AM            Signed: 10/28/2020 11:56:21 AM</p>
<p>Rosa Rios            rosa.rios@cityofdenton.com            City Secretary            Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>            Accepted: 10/28/2020 11:57:54 AM            ID: 45b61dd9-9a3d-4e97-b8b8-9c7ab6c27b2e</p>	<p>DocuSigned by:              1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style            Using IP Address: 198.49.140.10</p>	<p>Sent: 10/28/2020 11:56:24 AM            Viewed: 10/28/2020 11:57:54 AM            Signed: 10/28/2020 11:58:46 AM</p>

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<p>Cheyenne Defee            cheyenne.defee@cityofdenton.com            Contract Administrator            City of Denton            Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b></p>	<p><b>COPIED</b></p>	<p>Sent: 9/18/2020 6:02:58 PM</p>



Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
<p>Sherri Thurman  sherri.thurman@cityofdenton.com  City of Denton  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 10/6/2020 11:45:50 AM
<p>Zolina Parker  olina.parker@cityofdenton.com  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 10/28/2020 11:58:48 AM
<p>Leanne Hood  Leanne.Hood@cityofdenton.com  Administrative Assistant III  City of Denton  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 10/28/2020 11:58:49 AM
<p>Cheyenne Defee  cheyenne.defee@cityofdenton.com  Contract Administrator  City of Denton  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 10/28/2020 11:58:50 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2020 11:58:50 AM
Certified Delivered	Security Checked	10/28/2020 11:58:50 AM
Signing Complete	Security Checked	10/28/2020 11:58:50 AM
Completed	Security Checked	10/28/2020 11:58:50 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.