

Land Lease Rider
Land Lease Number 57-6395-20-017

Rider to Land Lease Agreement by and between Webb County, Texas, Lessor, and the Government (Lessee) dated 06/09/2020 for property located at (see description in Form L201A), in Laredo, TX.

- 1.) Those Entitled to Use of Property/Designated Site. The Government's rights under the lease for entry, occupation, usage and other rights to the Property extend to all of the following:
 - (i) Lessee;
 - (ii) Any of Lessee's agencies, employees, and/or contractors and their subcontractors;

- 2.) Use of Land. The Lessee (including other entities listed above) shall utilize the leased premises for the following purpose(s) Tick eradication efforts, including construction of improvements (but not limited to utilities, roads or driveways and trailer pads) as the Government determines necessary and/or expedient in connection with the establishment and operation of dirty pens.

- 3.) Lessor's Covenant to Grant Easements and to Cooperate. The parties acknowledge that the Government's use of the Property may require construction and placement of improvements on the Property. Such use may also require the installation of sewer, water, electrical utilities, and such other amenities as may be necessary and/or convenient. Lessor agrees to reasonably cooperate with the Government in order to accomplish the establishment and operation of the Lessee's use of the premises including, where required, securing permits, sign-offs and/or other approvals and government entitlements. Lessor further agrees to grant such easements, rights of way, and other rights of use and or access in and to any portion(s) of Lessor's property (including property not included within the demised premises leased to the Government under this Lease) as may be necessary and/or convenient to accomplish the installation and operation of utilities, roadways for ingress and egress, and other related amenities including, but not limited to the grant of a blanket-easement to utility providers and/or other service providers. Lessor also agrees to execute such other and further documents, or perform such other acts, as may be necessary to carry out the provisions of this section.

- 4.) Tax Consequences of Agreement. Lessor agrees that, should any ad valorem or other tax consequence arise from the Government's use of the Property, and installation of improvements thereon, Lessor shall bear all responsibility therefore. Lessor acknowledges and agrees that Lessor's obligation under this section is supported by consideration from the Government under this Agreement.

- 5.) Commencement of Lease Term. The lease term shall commence on August 1st, 2020. This is the "effective date" of the lease.

- 6.) Alterations and Improvements. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or improvement or removal of any alteration or improvements by the Government during the term of this lease or any extensions. Alterations or improvements may be completed by the Government during the term of the lease or any extensions.

- 7.) No Obligation to Restore. The Government may at its sole discretion, during the term and for a reasonable time thereafter, remove any improvements placed upon the property during the term. Alternatively, the Government may abandon such improvements following expiration of the term, in which case the improvements so abandoned shall become the property of the Lessor. Regardless, the Government shall have no obligation to restore the leased premises to any prior-existing condition.

- 8.) Right of Entry / Termination. The Government may enter the Property before the commencement date of the lease to inspect the Property and to perform an environmental assessment. If, within the first thirty days following the commencement date of the lease, the Government determines, in its sole discretion, that the Property is not suitable for its intended purposes or that there are hazardous materials or other materials in or on the Property, the Government shall have the right to cancel this lease by providing written notice to the lessor, in which case no rental or other payment shall be due and owing. If the Government is unable to perform an inspection and environmental assessment during the first thirty days following the commencement date of the lease, its right to cancel this lease as set forth in the preceding sentence shall be extended for fifteen days after it enters the Property. Upon termination there shall be no further rights or liabilities on the part of either Lessor or the Government.

- 9.) If the Government shall, with the knowledge or consent of Lessor, continue to remain on the Property after the expiration of the lease term, the Government shall become a tenant from month to month, upon the same terms and conditions.

- 10.) The Government's point of contact for this lease is:

Russell S. Noyes
 Real Property Leasing Officer (RPLO)
 United States Department of Agriculture (USDA), Animal and Plant Health Inspection
 Service (APHIS)
 250 Marquette Ave, Suite 410, Minneapolis, MN 55401
 612-336-3218
 Russell.s.noyes@usda.gov

- 11.) All rights, responsibilities and obligations of the Government as lessee hereunder shall be deemed to be those of the United States Department of Agriculture (USDA), so that any claim by the Lessor against the Government or other enforcement by the Lessor of any of its rights under the lease shall be taken by the Lessor against USDA, and any claim by the Government against the Lessor or other enforcement by the Government of any of its rights under the lease shall be taken by USDA. Any communications or notices under the Lease by the Lessor to the Government shall be addressed to the Government point of contact at USDA set forth above.

- 12.) Transfer of Lease. If, during the term of this lease including extensions, renewals, etc., title of this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Government of said transfer. The following information shall accompany this notification:

- (i) A certified copy of the deed transferring title to the property from the Lessor to the new owner.
- (ii) A letter from the new owner assuming, approving and agreeing to be bound by the terms of this lease.
- (iii) A letter from the Lessor waiving all rights under this lease against the Government up to the effective date of transfer.
- (iv) The new owner's employer identification number or Social Security Number.
- (v) The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership was created. If a realty trust, give names of all trustees and recording date of the trust.

13.) Clauses Incorporated By Reference. This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

FAR 52.204-7, System for Award Management (Oct 2018)

FAR 52.204-13, System for Award Management Maintenance (Oct 2018)

FAR 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.204-25 Prohibition on Contracting For Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

END