

**PORT OF HARLINGEN AUTHORITY
LEASE FOR TILLABLE LAND
GENERAL INSTRUCTIONS**

1. Sealed bids are due at the Port of Harlingen Administration Office, 24633 E. Port Rd., Harlingen, Texas 78550, Tuesday, August 18, 2026 at 2:00 PM. No facsimile bids will be accepted.

Mark front of the sealed envelope as follows:

“BID for TILLABLE LAND”

2. The tillable land available is as follows:

Tract 1 (Goetzke Property) 354.19 acres, more or less

Tract 2 (Berry Property) 180.7 acres, more or less

Tract 3 (Port North 23 Acres) 23 acres, more or less

Tract 4 Port North 8 Acres) 8 acres, more or less

The location of the acreage listed above is included in this bid package.

3. The amount to be included on the bid form is the total amount of the bid for the one (1) year lease term. The annual amount is due in advance by October 1st for each year of the lease.
4. Provide a description of current operation and current financial statements with the Bid Form. All information will remain confidential except for bid amount.
5. Upon award of the bid, successful bidder will have fifteen (15) days or by Friday September 4th, 2026, whichever is earliest, to execute the Lease agreement (copy included with bid package), pay the first annual payment and provide a valid certificate of insurance as required by the lease agreement.

6. Procurement schedule is as follows:

Request for Proposals (RFP) Issued	August 1, 2026
Questions Deadline	August 12, 2026
Addendum Posted	August 14, 2026
RFP Due	August 18, 2026
Notice to Selected Tenant	August 20, 2026

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7. The Port of Harlingen Authority Commission reserves the right to reject any or all bids and to waive any formalities or defects in the bids or to accept the bid deemed to provide the best value for the Port of Harlingen Authority.

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NOTICE OF INTENT TO BID**

If you intend to submit a bid as outlined in this request, please sign, date and return this form to the address listed below or email walker@portofharlingen.com, so you may receive any addenda or additional information should the need arise.

Walker Smith
Port Director, Port of Harlingen Authority
24633 E. Port Rd.
Harlingen, Texas 78550

Date	_____
Name	_____
Address	_____
City, State	_____
Zip Code	_____
Telephone	_____
Email	_____
Signature	_____

**PORT OF HARLINGEN AUTHORITY
LEASE FOR TILLABLE LAND
BID FORM**

TRACTS 1, 2, 3 & 4 \$ _____ total bid amount for 1 year

Bid submitted by –

Name _____

Address _____

City and State _____

Zip Code _____

Telephone Numbers _____

Email _____

I, _____, certify that I

(Bidder's Name)

have received and read the General Instructions, Lease Agreement and any addenda, if available, for the bid concerning the Lease for Tillable Land.

Signature _____

Date _____

AGRICULTURAL LEASE AGREEMENT

This Lease Agreement is made on _____, 20____, between THE PORT OF HARLINGEN AUTHORITY, a Navigation District organized and existing under Article XVI, Section 59 of the Constitution of the State of Texas, acting through the Chairman of its Port Commission, Landlord, whose address is 24633 E. Port Rd., Harlingen, Cameron County, Texas, Lessor, and _____ Lessee, whose mailing address is _____.

1. Property Rights

Lease of Property

1.1. Lessor leases to Lessee the following described property, which is owned by Lessor and located in Cameron County, Texas: (legal description). This property is commonly known as _____ acres in _____.

1.2. The property is leased to the tenant for agricultural and related purposes.

Landlord's Reservation of Rights

1.3. Lessor reserves the right to enter the leased premises for the following purposes: (to consult with the lessee or to inspect the condition of the property and make repairs or to develop mineral rights).

1.4. Lessor reserves the right to use (describe land or buildings) for the following purposes:-----

Sublease and Assignment

1.5. Lessee may neither assign this lease and nor sublet any portion of the (name of property) without the prior written consent of Lessor, which consent shall not be unreasonably withheld. This lease shall bind and inure to the benefit of Lessee and any Lessor-approved successor, assignee, or sublessee and to the benefit of the Lessor and Lessor's successors and assigns.

2. Term of Lease

2.1. The term of this lease shall be from and including _____, 20____ to and including _____, 20____, unless the lease is sooner terminated under this agreement. The term of this

lease shall be automatically renewed for like periods unless either party gives thirty (30) days written notice to the other before the expiration of the term.

3. Rent

3.1. Lessee agrees to pay to Lessor, without any deduction or setoff, \$_____ in advance due on the first day of October, 2024, and the same date annually thereafter so long as the lease remains in effect.

4. Land Use

4.1. The leased land is to be used in the following manner: cotton, corn, grain sorghum, sugar cane or sesame production.

4.2. Adjustments to the planned usage may be made by mutual consent.

4.3. Lessee shall cultivate (name of property) in an efficient and economic manner using all modern methods of farming that are customarily practiced in the area.

5. Maintenance, Improvement, and Conservation

5.1. Lessee agrees and covenants to keep and maintain in good repair all buildings and other improvements on (name of property) for the term of this Lease.

5.2. Lessee agrees to make all major repairs and to erect all necessary improvements on (name of property) at Lessee's expense. Lessee may not make any alterations, additions, or improvements to (name of property) without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor. All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this lease; however, at Lessor's election, Lessee shall promptly remove all alterations, additions, and improvements, and any other property placed on (name of property) by Lessee, and Lessee shall repair any damage caused by such removal.

5.3. Lessee will control soil erosion and keep ditches, drains, and watercourses in good order.

5.4. Lessee shall pay all utility charges for electricity, heat, water, gas, and power used in and about the (name of property). Lessee shall pay these charges before they become delinquent.

6. Security

6.1. Pursuant to Chapter 9 of the Texas Business and Commerce Code ("UCC"), Lessee grant to Lessor a security interest to secure the payment of all rent that may become due under this Lease. This security interest attaches to all crops raised on (name of property) and all proceeds from the sale of those crops.

7. Termination and Breach

7.1. If Lessor or Lessee fails to perform and discharge any obligation under this lease, the other party shall have the right to terminate this lease on thirty (30) days' written notice to the failing party. No waiver of a breach shall be valid unless the specific breach in question is waived in writing.

8. General Provisions

8.1. *Disavowal of Partnership.* This lease shall not give rise to a partnership between the parties. Neither party shall have the authority to bind the other without the other party's written consent.

8.2. *Government Programs.* Lessee and Lessor intend to participate in the following government programs:_____. Any payments received from these programs during the term of this lease shall be distributed as follows:_____.

8.3. *Indemnity.* Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees, arising from the conduct or management of Lessee's business or Lessee's use of (name of property), or from any negligent act or omission by Lessee, or Lessee's agents, servants, employees, contractors, guests, or invitee on or about (name of property). If any action or proceeding is brought against Lessor arising from any of these circumstances, Lessee further agrees to defend the action or proceeding with legal counsel acceptable to Lessor.

8.4. *Restrictions On Lessee's Activities.* Lessee will not, without prior written consent of Lessor, undertake to farm more than _____ of acres or enter into any other businesses or occupations during the term of the lease.

8.5. *Record Keeping.* Lessee agrees to maintain records on all agricultural records on all of the following: corn, cotton, grain sorghum, sugarcane and all government program and crop insurance. Lessor and Lessor's authorized representative shall have the right to inspect these records at all reasonable times.

8.6. *Taxes and Assessments.* Lessor is responsible for payment of all property taxes and assessments relating to (name of property).

8.7. *Local Custom.* The local farming customs in effect in Cameron County at the time of this lease are incorporated into this lease except that (describe any deviation).

8.8. *Entire Agreement.* This lease contains the entire agreement of the parties relating to its subject matter. Any oral representations or modifications concerning this lease shall be of no force and effect.

8.9. *Amendments in Writing.* Any subsequent amendment or modification of this lease must be in writing, agreed and executed by both parties.

8.10. *Force Majeure.* Neither Lessor or Lessee shall be required to perform any obligation under this Lease as long as performance is delayed or prevented by force majeure. *Force Majeure* shall mean acts of God, drought, floods, material or labor restrictions by any governmental authority, and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

8.11. *Insurance.* Lessee shall obtain and maintain at all times following the first date upon which Lessee or its invitees or contractors enters the leased premises, the following policies of insurance.

- (a) Comprehensive general liability, (with the broad form endorsement) covering claims including, but not limited to, bodily injury, personal injury, death and property damage occurring in or about the leased premises; such insurance to afford protection to the limits of (i) \$1,000,000 combined single limit for bodily injury in respect of injury or death or any number of persons arising out of any one occurrence and property damage (ii) \$1,000,000 in respect of personal injury, and (iii) \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations aggregate.
- (b) Vehicle liability insurance, including coverage for all owned, non-owned and hired vehicles; such insurance to afford protection to the limits of (i) \$1,000,000 combined single limit in respect of injury to or death of any number of persons and/or property damage arising out of any one occurrence.

Lessee shall deliver to Lessor, prior to the Commencement Date, certificates of insurance described in this section 5.02, or such other proof of insurance as shall be deemed acceptable by the Authority and shall, at all times during the term, allow Lessor upon request to review at Lessee's business office copies of said insurance policies. The policies of such insurance shall (w) (except for the workers' compensation insurance) be endorsed to name Lessor as an additional insured, (x) endorsed to provide that they will not be cancelled or reduced in coverage without 30 days' prior written notice to Lessee, (y) insure performance of the indemnities of Lessee contained herein and (z) be primary and non-contributory coverage, so that any insurance coverage obtained by Lessor shall be in excess thereto. Lessee shall deliver to Lessor certificates of insurance evidencing renewal, including copies of all applicable additional insured, waiver of subrogation and notice of cancellation endorsements, at least 30 days prior to the expiration date of each such policy and copies of new policies at least 30 days prior to terminated any such policies. Lessee shall deliver any notice of cancellation of any insurance immediately to Lessor upon receipt of same.

8.12. *Arbitration.* In the event that any dispute arises under this agreement, the parties agree to resolve it by binding arbitration. Each party shall select an arbitrator, who will jointly select a third arbitrator.

This lease agreement is executed this ____ day of _____, 20____.

LESSOR:

THE PORT OF HARLINGEN AUTHORITY

By: _____
Chairman of its Port Commission

LESSEE:

STATE OF TEXAS))

COUNTY OF CAMERON))

 This instrument was acknowledged before me on the ____ day of _____, 20_____,
by Alan L. Johnson, Chairman of the Port Commission of THE PORT OF HARLINGEN AUTHORITY,
a navigation district, on behalf of said navigation district.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS))

COUNTY OF _____))

 This instrument was acknowledged before me on the ____ day of _____, 20_____, by

NOTARY PUBLIC, STATE OF TEXAS

Site Map

Write a description for your map.

Legend

- Feature 1
- Feature 2

Port North 23 acres

Berry Farm

Port North 8 acres

Goetzke Farm

