

**NOTICE OF MEETING – COMMISSIONERS COURT**  
**RAINS COUNTY, TEXAS**

Notice is hereby given that a **SPECIAL MEETING** of the Rains County Commissioners court will be held at **10:00 a.m. on Thursday, June 5, 2025** in the Rains County Courthouse Courtroom. The subjects to be discussed or considered or upon which any formal action may be taken are as follows:

**I. ITEMS FOR DISCUSSION and/or ACTION**

- A. Discuss/take action regarding going into Executive Session, pursuant to Section 551.074, Texas Government Code, to discuss Personnel matters.
- B. Discuss/take action regarding signing the Farm Land Cash Lease Agreement between Rains County and S&C Farming Partnership.
- C. Discuss/take action regarding allowing Elected Officials Offices to have viewing access to Security Cameras.

**Workshop for Future Items**

**Administrative Court Activities and Comments**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections (551.071 – Consult With an Attorney); (551.072 – Real Property); (551.073 – Prospective Gifts); (551.074 – Personnel Matters); (551.075 – Conference Relating to Investments); (551.076 – Security Devices).

**Note:** Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code

  
County Judge Linda Wallace

JANET SAWYER  
COUNTY CLERK  
RAINS COUNTY, TEXAS  
BY M. Kasper

2025 JUN -2 AM 8:55

FILED FOR RECORD

THE STATE OF TEXAS

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RAINS COUNTY

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COMMISSIONERS

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COUNTY OF RAINS

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COURT

**June 5, 2025**

Be it remembered, the Commissioners Court of Rains County, Texas, this **Special Meeting** being convened in the Rains County Courthouse, on **Thursday, the 5th day of June 2025**, at **10:00 a.m.** with the following members of the court being present:

**County Judge Linda Wallace  
County Commissioner Mike Willis  
County Commissioner Jeremy Cook  
County Commissioner Lori Northcutt  
County Commissioner Korey Young**

Taped proceedings of court duly transcribed by:

**Mandy Sawyer  
County Clerk/Court Ex-officio**

The agenda was prepared by the Judge's office announcing a meeting to be held by the Commissioners at **10:00 a.m. on Thursday, June 5, 2025.**

The posted meeting of the Commissioners Court was held at **10:00 a.m. on Thursday, June 5, 2025.**

**I. OPEN FORUM- Lauren Holcomb-agenda item C**

**II. ITEMS FOR DISCUSSION**

**B. Discuss/take action regarding signing the Farm Land Cash Lease Agreement between Rains County and S&C Farming Partnership.<sup>1</sup>**

Moved by Commissioner Jeremy Cook, duly seconded by Commissioner Lori Northcutt to approve signing the Farm Land Cash Lease Agreement between Rains County and S&C Farming Partnership.

Court Members Voting Aye: Mike Willis, Jeremy Cook, Linda Wallace, Lori Northcutt, and Korey Young.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried.

**C. Discuss/take action regarding allowing Elected Officials offices to have viewing access to Security Cameras.**

Moved by Commissioner Korey Young, duly seconded by Commissioner Jeremy Cook to allow the option for each office within the courthouse and courthouse annex to the live only view.

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1      Grazing Lease

Court Members Voting Aye: Mike Willis, Jeremy Cook, Linda Wallace, Lori Northcutt.

Court Members Voting No: Korey Young

Court Members Abstaining: None

Motion Carried.

Moved by Commissioner Korey Young, duly seconded by Commissioner Lori Northcutt, to get a detailed hard bid from Jeff Post on what it would cost per monitor per building and make decision based off of the numbers and research where monitors will go.

Court Members Voting Aye: Mike Willis, Jeremy Cook, Linda Wallace, Lori Northcutt, and Korey Young.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried.

**A. Discuss/take action regarding going into Executive Session, pursuant to Section 551.074, Texas Government Code, to discuss Personnel matters.**

Moved by Commissioner Korey Young to go into Executive Session, duly seconded by Commissioner Lori Northcutt.

Court Members Voting Aye: Mike Willis, Jeremy Cook, Linda Wallace, Lori Northcutt, and Korey Young.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried.

**III. Administrative Court Activities and Comments.**

Moved by Commissioner Mike Willis, duly seconded by Commissioner Lori Northcutt to adjourn.

Court Members Voting Aye: Mike Willis, Jeremy Cook, Linda Wallace, Lori Northcutt and Korey Young.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried.

With no further business to be considered by the Court at 11:16a.m., Judge Linda Wallace declared Commissioners Court adjourned.

On this the 5th day of June, 2025, I, Mandy Sawyer, attest to the accuracy of this record



*Mandy Sawyer*  
Mandy Sawyer, County Clerk &  
Ex-officio of Commissioners Court

## **Grazing Lease**

### **Preamble**

This lease agreement is made on the day of signing by the parties and effective on the commencement date set out herein, by and between Rains County, hereinafter call the "Landlord", whose mailing address is 167 E. Quitman Street, Emory, Texas 75440, and Steve Newsom and Cindy Newsom dba S & C Farming Partnership, hereinafter called "Tenant", whose mailing address is 3446 Sagebrush Road, Levelland, Texas 79336.

The purpose of this lease is to allow Tenant to grow crops and graze livestock upon the land. Previously, the land was in the CRP program.

Premises: SURFACE ONLY of approximately 177.3 acres of land, situated in Hockley County, Texas, generally described as 177.3 acres, more or less, League no. 43, Labor no. 22. ("Land").

The Premises do not include Excluded Improvements located on the Land. Tenant will not be permitted to use the Excluded Improvements.

Excluded Improvements: Any structure, improvement, or equipment situated on the Land and constructed or installed by any person other than Tenant

Term (months):        twelve (12)

Commencement Date: January 1, 2025

\*Termination Date:    December 31, 2025

\*Tenant and Landlord will review the lease 30 days prior to the end of the termination date and decide whether to renew the lease. It is presumed that renewal of the lease will be in the best interest of Tenant and Landlord for a period of 10 years.

Permitted Use: Solely for grazing and farming of crops.

Annual Rent:    \$10,000 due and payable on the 15<sup>th</sup> day of May, 2025 until paid in full, and due and payable on the same day and month of each year thereafter that said lease is renewed. If this lease is terminated by either party before the end of the term, Tenant will owe Landlord for any portion of a year land is used by Tenant.

Tenant's Insurance: As required by Insurance Addendum

### **Definitions**

“Injury” means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

“Landlord” means Landlord and its agents, employees, invitees, licensees, or visitors.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

“Tenant” means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

### **Clauses and Covenants**

#### **A. Tenant agrees to—**

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord’s Address.
5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.
6. Pay for all labor, fuel, and utility services used by Tenant.
7. Pay all taxes on Tenant’s property located on the Premises.
8. Allow Landlord to inspect the Premises and show the Premises to prospective purchasers or tenants.
9. Repair, replace, and maintain any part of the Premises used by Tenant.
10. Repair any damage to the Premises, Land, or Excluded Improvements caused by Tenant.
11. Maintain the insurance coverages described in the attached Insurance Addendum.
12. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND

ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S USE OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

13. Vacate the Premises on the last day of the Term.
14. Use the highest standards of animal husbandry in grazing the Premises.
15. Enter and exit the Premises at those places designated by Landlord.

**B. Tenant agrees not to—**

1. Use the Premises for any purpose other than the Permitted Use.
2. Create or allow a nuisance or permit any waste of the Premises.
3. Alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home, without first obtaining consent from Landlord.
4. Allow a lien to be placed on the Premises.
5. Assign this lease or sublease any portion of the Premises without Landlord's written consent.
6. Allow persons not related to Tenant to Hunt on the Land for a fee.
7. Litter or leave trash or debris on the Premises.

**C. Landlord agrees to—**

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

**D. Landlord agrees not to—**

1. Allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default.



2. Unreasonably withhold consent to a proposed assignment or sublease.

**E. Landlord and Tenant agree to the following:**

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted—with the exception of pumps and pivot which belong to Tenant.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Release of Claims.* TENANT RELEASES LANDLORD FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT OR TO TENANT'S PROPERTY LOCATED ON THE PREMISES. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

4. *Condemnation/Substantial or Partial Taking*

- a. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.
- b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
- c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
- d. Tenant will always have the right to pursue any lawful claim or cause of action against any person or entity—not including Rains County—for damages to Tenant's property or crops located on the property the subject of this lease.

5. *Landlord's Lien.* Tenant grants to Landlord a security interest in the collateral to secure payment and performance by Tenant of all obligations and payments due from Tenant under this lease. The collateral will include all of Tenant's crops, livestock, and personal property located or to be located on the Premises, and all products, proceeds, offspring, increase, governmental payments, insurance proceeds, documents of title, and warehouse receipts relating to such property.



This lease is a security agreement under both chapter 9 of the Texas Business and Commerce Code and the federal Food Security Act of 1985. Tenant agrees to furnish to Landlord a list of the names and addresses of any buyer, commission merchant, or selling agent to or through whom Tenant may sell the collateral. Tenant agrees to notify Landlord of the identity of any buyer, commission merchant, selling agent, or warehouse to or with whom Tenant intends to sell or store the collateral within seven days before any sale or storage of the collateral.

6. *Default by Landlord/Events.* A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty days after written notice.

7. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and terminate this lease.

8. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Premises; and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

9. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be using the Premises for grazing, until the default is cured, without being liable for damages.

10. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

11. *Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

12. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

13. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

14. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party

prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

15. *Venue.* The exclusive venue is in Rains County.

16. *Entire Agreement.* This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

17. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

18. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

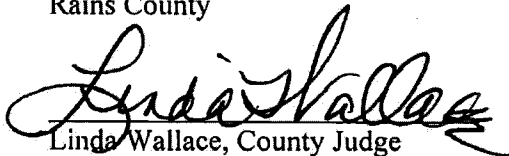
19. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

20. *Mineral Interests.* This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefor.

**Landlord:**

**Tenant:**

Rains County

  
Linda Wallace, County Judge

\_\_\_\_\_  
Steve Newsom dba S&C Farming Partnership

\_\_\_\_\_  
Cindy Newsom dba S&C Farming Partnership

**ACKNOWLEDGMENT**

STATE OF TEXAS       §

COUNTY OF RAINS       §



This instrument was acknowledged before me on this the 5<sup>th</sup> day of

June, 2025, by LINDA WALLACE, County Judge of Rains County, Texas.

Molly Lennon  
Notary Public in and for the State of Texas  
Deputy Clerk

**ACKNOWLEDGMENT**

STATE OF TEXAS       §

COUNTY OF HOCKLEY   §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of

June, 2025, by STEVE NEWSOM, dba S & C Farming Partnership.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**ACKNOWLEDGMENT**

STATE OF TEXAS       §

COUNTY OF HOCKLEY   §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of

June, 2025, by CINDY NEWSOM, dba S & C Farming Partnership.

\_\_\_\_\_  
Notary Public in and for the State of Texas

### Insurance Addendum to Lease

Date:

Landlord: Rains County

Tenant: Steve and Cindy Newsom dba S&C Farming Partnership

This insurance addendum is part of the lease.

**Tenant agrees to—**

1. Maintain the liability insurance policies required below (mark applicable boxes) during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance	Minimum Policy Limit
<input type="checkbox"/> Commercial general liability (occurrence basis) endorsed to cover farm and ranch operations	Per occurrence: \$ _____ Aggregate: \$ _____
<i>Or</i>	
<input type="checkbox"/> Farm owner's on a renter's form such as AAIS Form No. FO-4	
<i>Or</i>	
<input type="checkbox"/> Farm liability policy	
<input type="checkbox"/> Workers' compensation	\$500,000
<input type="checkbox"/> Employer's liability	\$ _____
<input type="checkbox"/> Business automobile liability	\$ _____
<input type="checkbox"/> Umbrella/excess liability (occurrence basis)	\$ _____

2. Provide Landlord with proof of insurance which is required by this Grazing

Lease.