

**LAKE KICKAPOO LEASE**

STATE OF TEXAS           §  
COUNTY OF WICHITA    §

This Lease Agreement, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Wichita Falls, a municipal corporation, acting through its City Manager, hereinafter called "Landlord", and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called "Tenant",

**WITNESSETH:**

Landlord does hereby lease to Tenant the following described real property located in Archer County, Texas, to wit:

**Lot No.** \_\_\_\_\_, **Block** \_\_\_\_\_ **Lake Kickapoo** \_\_\_\_\_, Archer County, Texas, according to the map on file in the Lake Lot Administration office of the City of Wichita Falls, hereinafter called "Premises", upon the terms and conditions hereafter set out.

**1.     GENERAL PURPOSE.** The parties hereto (Landlord and Tenant) recognize and acknowledge that the primary purpose of Lake Kickapoo is to supply the City of Wichita Falls with water for human consumption.

**2.     DEFINITIONS.**

- a.     Lake Side Elevation Line** means a line established as far as reasonable by a licensed engineer or surveyor at the 1050 foot contour elevation for Lake Kickapoo. The City of Wichita Falls shall be the final arbiter of the location of the Lake Side Elevation Line in any circumstance which requires its delineation.
- b.     Reservoir** means the water surface of the Lake and all waters thereunder.
- c.     Reservoir Structure** means piers, wharves, docks, barges, floating fences, boathouses, crappie houses and any and all other stationary or floating facilities on, in, or over the Reservoir.
- d.     Spillway Elevation** means the 1045 foot flood line elevation for Lake Kickapoo.

**3.     TERM.** The term of this lease is for a period of \_\_\_\_\_ **years** beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. If Tenant has maintained this lease in good force and effect, then upon the expiration thereof, the Tenant shall have the preferential right to acquire a continuing lease on Premises upon such terms and conditions as may then be offered by Landlord to Tenant at Lake Kickapoo.

4. **RENTAL.** Tenant agrees to pay Landlord as annual rental under this agreement the sum \_\_\_\_\_, said rental payable in advance of each year on or before September 30 at the Lake Lot Administration office, 1300 Seventh Street, Wichita Falls, Texas, (or at such other place as may be designated in writing by the Landlord). The initial rental shall be prorated for the number of months from the date of this lease to the next September 30 due date. Landlord reserves the right to increase the rent in 2019, and each 5 years thereafter during the term of this lease, the Landlord may increase the annual rental by an amount that does not exceed 30% of the rate in effect for the preceding 5-year period, or less if during the initial term prior to September 30, 2019. The amount of the rate increase shall be set by the Landlord by action of the City Council of Wichita Falls. Notification shall be given to Tenant at least 90 days prior to the effective date of the rental rate increase. Failure to notify Tenant shall not affect the validity of any rental increase.

5. **ADDRESSES.** The address listed below Tenant's signature on this lease agreement shall be used for all notices and/or correspondence required between Landlord and Tenant. The Tenant shall notify the Landlord of any change of address of Tenant. Such changes of addresses shall be maintained in the files of the Lake Lot Administration office. All notifications hereunder will be presumed to be correct if sent to the Tenant's address as reflected by the records of the Lake Lot Administration office. Notices to the Landlord shall be to the Lake Lot Administration office unless otherwise designated by Landlord on a form provided by the Lake Lot Administration office and receipt thereof acknowledged by the Tenant.

6. **RECORDING.** Neither the Landlord nor the Tenant shall be required to record this lease in the records of Archer County, Texas; provided, however, that upon request by Tenant, the lease shall contain the appropriate acknowledgments which would permit recording in Archer County, Texas. If Tenant elects to record such lease, a copy thereof shall be furnished to the Lake Lot Administration office. Likewise, a change of address form or any subsequent amendment of this lease between Landlord and Tenant shall at the request of Tenant be in recordable form and may be recorded in like manner and filed with Lake Lot Administration office.

7. **NOTIFICATION.** Landlord shall not be required to send Tenant a notice of the annual rental payments due under this lease except for the rental increases as noted above. If Tenant fails to timely pay a rental under this lease, a late notice will be sent by the Lake Lot Administration office by certified mail to the last address of Tenant on file with the Lake Lot Administration office. The Tenant will have until October 31 to pay the delinquency, along with a late fee of \$100.00 or as amended by Landlord via the City of Wichita Falls' current fee

ordinance. If the payment of the delinquency and late fee are not received by the Lake Lot Administration office on or before October 31, this lease shall be deemed terminated without further action by Landlord.

**8. NO COMMERCIAL USE.** Tenant shall not use the Premises nor any part thereof for commercial purposes, but only for residential purposes.

**a. Signs**

(1) Tenant shall not construct, maintain or permit any advertising or display sign, billboard or sign or advertising structure of any kind on Premises, except for garage sale signs pursuant to section 24.

(2) Printed or painted signs advertising such improvements for sale larger than 16 square feet are only allowed with written consent of the Landlord.

**b. Private notices and advertisement are prohibited on Premises.**

**9. CONSTRUCTION.** Buildings, structures, and facilities, installed or constructed on Premises, shall be of sound and substantial construction and be done in accordance with plans and specifications approved by Landlord. Plans for buildings, structures, and facilities shall meet the minimum standards provided for similar construction within the City of Wichita Falls, and shall be approved by the Building Inspection Department of the City of Wichita Falls prior to the construction or installation. Such plans and specifications shall be furnished by Tenant at Tenant's expense. All construction and improvements made to Premises shall comply with all applicable City, State, and Federal building, health, and sanitation rules and regulations. Tenant shall construct no building, structure, or facility without first obtaining a proper permit for such work from the applicable department of the City of Wichita Falls. All buildings, structures, and facilities shall be constructed substantially in accordance with the plans and specifications previously approved by Landlord in good and workmanlike manner, and Tenant shall keep same maintained in good repair and appearance. During the term of this lease, the Tenant agrees to correct any substandard or otherwise undesirable conditions resulting from failure to properly maintain structures, grounds, or facilities. If on the date of this lease, there are buildings, structures, and/or facilities located on Premises, the Landlord shall have the Building Inspection Department and such other departments as are appropriate, inspect the property to determine if such buildings, structures, and facilities meet the minimum standards set by the City of Wichita Falls. If such inspection reveals failure to meet such minimum standards, then a report shall be given to Tenant of the needed repairs to meet such standards. Tenant shall have 6 months after

receipt of such inspection report to bring Premises up to the minimum standards set forth in the inspection report, provided that for good cause the City Council of Wichita Falls or its designated representative may extend such time period an additional six (6) months. Tenant shall pay the appropriate City fees for all permits and inspections save and except the initial inspection provided for above. Failure to comply with these requirements shall be cause for termination of this lease.

**10. MAINTENANCE.**

- a.** Tenant shall keep Premises clean of trash, rubbish, garbage, and waste matter of all kinds and will provide such facilities for the disposal of this matter as Landlord shall require.
- b.** Tenant further agrees to maintain the shoreline, immediately adjacent land and water free of garbage, trash, or other waste. Tenant shall not discharge, nor allow to be discharged any waste of any kind into the waters of Lake Kickapoo, and agrees to abide by all rules, regulations, or other laws related to the maintenance of water quality in Lake Kickapoo as established by Landlord and other local, State, and Federal agencies with jurisdiction over same. Tenant shall indemnify Landlord for any cost associated with the clean-up of any pollution caused by Tenant's use of Premises.
- c.** Tenant acknowledges that Landlord shall have no obligation to furnish any solid waste collection or disposal system.
- d.** Tenant shall keep the weeds on Premises mowed to a height not exceeding nine (9) inches, and shall not allow or maintain on Premises any dangerous or dilapidated buildings, structures, or facilities as determined by Landlord in applying the applicable City of Wichita Falls and State rules and regulations.
- e.** Tenant shall not maintain outdoor storage, as defined by Section 46-217 or successor ordinance of the Code of Ordinances of the City of Wichita Falls, including but not limited to the accumulation of abandoned or junked vehicles, household furniture, appliances or parts thereof.
- f.** Tenant will not burn refuse, garbage, trash, rubbish and waste on Premises as a means of disposal, except that brush, limbs, branches and vegetation waste may be burned on Premises as approved by county and state authority.

- g.** Applications for Reservoir Structure permits must be accompanied by a materials list and a sketch showing location, dimensions and construction plans including method of anchoring to insure proper mooring at all times. There will be a one-time application fee of \$25.00, and an annual inspection fee of \$50.00 for all structures, except for boat and crappie houses, which will pay a \$100.00 annual inspection fee. Tenant agrees that Landlord has the right, from time to time, to modify fees via the City's fee ordinance.
- h.** Wood members containing creosote or metal parts that are irradiated will not be approved for use at the Lake.
- i.** Landlord shall notify Tenant in writing of Tenant's failure to comply with any of the above provisions as to maintenance of Premises. Tenant shall have ten days in which to correct the situation set forth in the notice from Landlord (or longer period set by Landlord if such default is of a nature that it cannot be corrected within such period) and if Tenant fails to make necessary corrective action within said time period, then Landlord may make such corrections. Landlord shall be entitled to recover its costs of labor, materials, equipment, and administration in correcting such situation and payment shall be made within thirty (30) days of receipt of statement of such cost by Tenant. Tenant shall pay for any and all inspections after the initial inspection by Landlord at the rates provided for by the appropriate department of Landlord. In the alternative, Landlord may terminate this lease or choose other remedies available herein or by law.

**11. SEWAGE DISPOSAL.** Tenant shall be required to adhere to all City, State, and Federal environmental rules and regulations as to the sanitary disposal of sewage. As of the date of this lease, septic tanks shall be the only sewage disposal facility used on Premises, and such facilities shall be in accordance with the applicable City, State, and Federal requirements and be maintained in proper operating condition at all times. All sewage disposal systems shall be inspected at the beginning of the lease, when the lease is transferred, or whenever there is cause to believe that the sewage disposal system is in non-compliance with the applicable City, State, or Federal environmental rules and regulations as to sanitary disposal of sewage. Fees shall be assessed and paid by the Tenant to the Health Department or such other agency as is appropriate for conducting such inspections.

**12. ANIMALS.**

- a.** Tenant shall not house poultry, cows, horses, or other livestock on Premises, unless approved in writing by the City of Wichita Falls, such as to be allowed on a temporary basis only.
- b.** Tenant shall not breed and/or raise rabbits, chinchillas, dogs, or other domestic animals when raised as part of a breeding operation.
- c.** Authorized pets must not cause a nuisance to other leaseholders or interfere with the public's use of public areas at the Lake. The Lake Lot Administration office will determine if a pet is a nuisance.
- d.** Tenant shall restrain all household dogs indoors, kept in an enclosed fence, confined to a run, or held by a person on a leash
- e.** Tenant shall maintain no more than four household pets in total on Premises.
- f.** A breeding operation will be deemed in effect when the population of any species of animal on any lot reaches five.

**13. ASSIGNMENT.**

- a.** Tenant shall have the right to assign or convey Tenant's leasehold rights hereunder as to Premises, provided that such assignment or conveyance shall be filed in the office of the Lake Lot Administration. No assignment or conveyance shall be effective until such time as Premises have been inspected and found to be in compliance with the terms and provisions of this lease, and payment has been made of a transfer fee of \$200.00 or as amended by Landlord via City of Wichita Falls current fee ordinance, and all inspection fees as appropriate hereunder. Tenant shall remain primarily responsible for the terms and provisions hereunder until such time as the assignment or conveyance has been approved as provided for herein for the payment of the appropriate charges. The party assuming the rights and responsibilities of Tenant hereunder by such assignment or conveyance shall execute an acknowledgment of such assumption under the terms of this lease on a form as provided by the Lake Lot Administration office. All forms provided for under this assignment provision may be recorded in Archer County, Texas, and shall be in a form to permit such recording. Any transfer of ownership occurring as a result of the death of Tenant under his or her Will, or the

statutes of descent of distribution of the State of Texas, shall not be considered as assignment hereunder, and any such person taking ownership by virtue of the death of Tenant shall be bound by the obligations of this lease and the rights hereunder. Any party acceding to the rights of Tenant as a result of the death of the Tenant shall file with the Lake Lot Administration office within one year of the Tenant's death, notice of such ownership and assume responsibilities and rights under the lease on a form as provided by the Lake Lot Administration office.

- b. **Septic Inspection Required.** Before any lease at the Lake is assigned, the Tenant-Assignee shall obtain an inspection of the septic system from an inspector approved by the Wichita County Public Health District demonstrating that the system is functioning as designed, is not a public health nuisance, and is in compliance with applicable laws.
- c. A lease on which there is a septic system that cannot pass inspection will only be transferred upon completion of a signed acknowledgment by the new Tenant-Transferee that the new Tenant-Transferee is aware of the failing septic system and will either repair the septic system or surrender the lease interest back to the City (with no reimbursement of rents paid) within 30 days of the transfer.

**14. ROADS AND RIGHTS-OF-WAY.** Landlord shall provide maintenance for the primary roads serving Premises; however, Landlord shall not be obligated to any specific standard of maintenance. Landlord is not obligated to use concrete, asphalt, or seal coat roadway surfacing. Landlord shall have the right to sublet the maintenance of such roads to Archer County or other responsible authorities. Tenant is granted a non-exclusive right-of-way over the roads, and if the leased premises do not adjoin the primary roads, the Tenant is granted the right-of-way from said primary roads to Premises. The Tenant shall be responsible for the maintenance of any such rights-of-way from the primary road to Premises. If Premises is adjacent to the waters of Lake Kickapoo, then Tenant is granted a non-exclusive right-of-way, and access between Premises and the waters of Lake Kickapoo. Such right-of-way, easement, and usage shall be in accordance with the rules and regulations adopted by the Landlord, and shall provide for the safety and non-pollution of the waters of Lake Kickapoo. Tenant expressly understands and agrees that if the Landlord decides to expend funds to improve the roads, that Landlord may, but is under no obligation to, expend funds to improve the roads, that Landlord may, but is under no obligation to, expend funds in excess of those realized from the rental received from Lake

Kickapoo lease lot rentals on a per annum basis, less any amount expended to provide other services hereunder, and under similar leases. Landlord has sole discretion regarding any decision to improve the roads.

**15. WATER LEVEL.** It is further agreed and understood by and between the Landlord and Tenant that in the event, through appropriate action by the City Council of Wichita Falls, a determination is made to raise the water level in Lake Kickapoo by raising the dam thereof to a level that would cause flooding of the leasehold rights of Tenant, then Landlord shall give Tenant notice in writing by a certified letter to the address of Tenant as reflected by the records of the Lake Lot Administration office set forth herein. The notice shall advise Tenant of the actions of the City Council of Wichita Falls and set a date for the removal of the improvements on Premises owned by Tenant which will be necessary as a result of the proposed action of the City Council of Wichita Falls. In the event Tenant fails to remove Tenant's property as provided for in said notice within one hundred twenty (120) days or such additional time period as set by said notice, Landlord may remove the same and Tenant agrees to pay Landlord for the cost thereof, including the reasonable cost of supervision.

**16. TAXES.** Tenant agrees to pay and discharge all taxes and assessments which now or hereafter may be taxed, assessed, levied, or imposed upon Premises, any leasehold interests, or any improvements placed thereon.

**17. FINANCING.** The other provisions of this lease notwithstanding, Tenant may secure any obligation to finance improvements upon Premises by a lien upon such improvements and upon Tenant's rights in the lease premises. Photocopy of any such obligations must be on file with the Lake Lot Administration's office, together with the current name and address of the lienholder, and the receipt of which shall be acknowledged by the Landlord by the execution of the "Consent to Mortgage of Leasehold Estate" form provided by the office of the Lake Lot Administration office. Landlord shall, provided that the "Consent to Mortgage of Leasehold Estate" form has been executed, notify the lienholder in writing of any default in Tenant's obligation under this lease. The lienholder shall have ninety 90 days upon receipt of said notice within which to cure said default and, should said default not be cured within such ninety 90 day period and should the lease be terminated as a result thereof, the lienholder shall have an additional 30 days to remove the improvements covered by the lien from Premises, provided that the condition of Premises shall not, as a result of such removal, be made substantially poorer than its condition at the commencement of the lease. Provided further that if the lienholder is authorized under the obligation executed by the Tenant, the lienholder may succeed to the rights of Tenant under the lease and assume the obligations of the Tenant and the rights of Tenant as



provided for herein, including the reinstatement of the lease as provided for above. At the request of the Tenant and/or lienholder, all instruments involved in regard to such obligations, including the "Consent to Mortgage of Leasehold Estate," shall be in a form that may be recorded in Archer County, Texas.

**18. SURVEY.** The map on file in the office of the Lake Lot Administration of the City of Wichita Falls as to lots and blocks of Lake Kickapoo shall control as to the location of same and Landlord will be under no obligation to conduct a survey of Premises. If Tenant elects to conduct a survey of Premises at Tenant's cost and expense, then a copy thereof shall be furnished to the office of the Lake Lot Administration.

**19. LIEN FOR RENTALS.** Tenant agrees that all buildings or other improvements erected on Premises are charged with a lien in favor of the Landlord for payment of all rentals and/or fees provided for hereunder that may be owed by Tenant to the Landlord under this lease. Said lien shall be subject to any deed of Trust or Mechanic's Lien for the purchase price or construction of such buildings or improvements.

**20. MISCELLANEOUS RULES AND REGULATIONS.** Tenant agrees to obey the following rules and regulations:

- a.** Tenant shall not use Premises at any time in any manner or for any purpose in conflict with or contrary to the penal statutes of the State or Federal government.
- b.** Tenant shall not make any use of Premises which would constitute a nuisance.
- c.** Tenant is under the absolute obligation to use Premises in a manner that shall prevent the pollution of the waters of Lake Kickapoo in any manner.
- d.** Tenant shall comply with the publication "Lake Arrowhead Rules, Regulations And Building Restrictions" as provided by the office of Lake Lot Administration of the City of Wichita Falls including all existing or future amendments thereto.
- e.** Tenant shall not erect any fences, walls, enclosures or any detached structure on any part of Premises so as to extend forward of the front building line or the setback lines of Premises without the written consent of the City.
- f.** Upon discovery, the City may remove any unpermitted items, structures or improvements, including but not limited to fences, picnic shelters,

storage buildings, piers, docks, boat houses, and crappie houses, which are found to be placed on any other property not on Premises.

**21. USE OF WATER.**

- a. Tenant may not use water drawn directly from the Lakes on Premises for any purposes, unless Tenant has a written permit from the City to do so. The City is under no obligation to issue Tenant such a permit. Should the City issue a water use permit to Tenant, Tenant shall pay an annual permit fee of \$250 or as amended by Landlord via City of Wichita Falls current fee ordinance. Tenant agrees to abide by any and all water use rules set by Landlord for water drawn directly from the Lake. Landlord's water use rules will be consistent with the City of Wichita Falls' drought policy. Tenants are limited to the use of a ¾ hp pump and a one-inch diameter discharge line for water extraction from the lake.
- b. Tenant shall not dig water wells on Premises. Tenant will be permitted to maintain any water well which was already in existence as of November 5, 2013, provided the Tenant gives written notice to Landlord of the existence of the well within 30 days from the initial execution date of this lease. When written notice of a well has not been provided to Landlord, or if a well is created thereafter, Tenant shall cap and safely close the well at Tenant's expense within 30 days of a written order to do so by Landlord.
- c. Landlord shall inspect and permit all authorized wells on a yearly basis. The annual well permit shall be \$100 or as amended by Landlord via the City of Wichita Falls' current fee ordinance.

**22. USE OF LAND BETWEEN THE LAKE SIDE ELEVATION LINE AND WATER LEVEL OF THE LAKES**

- a. Applications for Limited Use Permits
  - (1) Tenant shall make application for permits on proper forms obtained from the Property/Lake Lot Administration Office of the City.
- b. Permits for Alteration of Reservoir Water Line.
  - (1) Should Tenant desire to alter, change or realign the Lake water line on City property by channeling, digging, scraping or moving of earth, Tenant MUST first file application with plans with the

City and must obtain written approval by limited use permit prior to doing any work of this type. Any individual, organization, business entity, developer of real estate subdivisions or other party who desires to move earth below the spillway elevation must obtain any requested permits for the project from the U.S. Army Corps of Engineers, and must submit proof of same with any application for limited use permit from Landlord.

- (2) When it has been determined by the City that such plans are in order, approval may be given and a limited use permit issued to Tenant.
  - (3) Tenant shall not dig or cut channels across the Lake Side Elevation Line.
  - (4) As a general rule, filling will not be allowed between the 1045 and the 1050 feet contour elevations unless proper bulkheads are installed and maintained. Plans for such bulkheads must be received and approved in writing by Landlord prior to any construction being permitted.
- c. Permits to Install and Construct Reservoir Structures.
- (1) Reservoir Structures will not be allowed on the Lake except by limited use permit granted by the City for such construction, and in accordance with City specifications. All Reservoir Structures over water at the Lake will be inspected and permitted by the City or removed from City property. Boat houses and crappie houses may only be constructed at the Lake if such structures have windows or if they are not fully enclosed.
    - (a) The owner must pay the annual permit fee.
    - (b) The owner must maintain all reservoir structures in good condition.
    - (c) If the boat or crappie house is deemed to be a contaminant or contributes to the contamination of the water supply by the City, or is required to be removed by any authorized governmental agency, all permits and permissions shall be canceled and immediate removal of the boat or crappie house shall be required at that time.

- (d) Boat and crappie houses must be readily accessible as reasonably necessary for inspection at all times by Landlord, and must have adequate windows for interior inspection, or Tenant must be on-site for any required inspection.
- d. Permits for Reservoir Structures will only be granted to Tenants of waterfront lots.
- e. Reservoir structures will be limited to a maximum total length of not more than 100 feet perpendicular to water line at the Spillway Elevation. Exceptions to this length requirement may be granted at this discretion of the City Staff after due consideration is given to the lay of the lots on which the Reservoir Structure will be located and the lay of surrounding lots. At no time will a Reservoir Structure be permitted that will constitute a hazard to navigation or use of the Reservoir or interfere with existing structures.
- f. All Reservoir Structures must be securely moored adjacent to the Tenant's leased lot in an approved manner at all times and anchored properly in order to prevent such from becoming unmoored and floating away during periods of high water or inclement weather. Installation of all Reservoir Structures are in all instances subject to the approval of the City. Metal barrels and metal drums will not be approved as buoyancy for Reservoir Structures.
- g. No Reservoir Structure will contain sanitary facilities or, with the exception of boat and crappie houses, be enclosed. No Reservoir Structure shall contain living quarters of any kind.
- h. After inspection of property, review of plans contained in the application, and payment of prescribed fees, a building permit for a Reservoir Structure will be issued if the plans conform to the City's specifications. When the Reservoir Structure is completed, the owner will request, and the City will conduct a final building inspection, and upon approval by the City after final building inspection, Reservoir Structure tags will be issued by the City. One tag will be affixed to the Reservoir Structure so that the tag will be visible from the Reservoir and another tag will be

affixed to the Reservoir Structure so that it may be seen from the road or street.

- i. Any unpermitted Reservoir Structure is subject to removal by the City with all costs assessed to tenant or owner of the Reservoir Structure.

**23. GASOLINE AND OIL STORAGE**

- a. Tenant will not dump petroleum products whatsoever or similar products shall at any time be dumped in, on or about Premises.

**24. GARAGE AND YARD SALES**

- a. Tenant may not conduct more than 4 garage and yard sales combined in any calendar year.
- b. No garage or yard sale will be conducted for more than 3 consecutive days.
- c. Signage will be permitted only on the Tenant's Premises and only during the days of the sale.

**25. HUNTING.** Tenant shall not hunt nor allow hunting on Premises.

**26. PARKS AND BOAT RAMPS.**

The Landlord currently maintains one boat ramp at Lake Kickapoo. The level of maintenance of these areas shall be determined solely by Landlord, and Landlord reserves the right to cease maintenance of these parks and boat ramps in the future.

**27. BUILDING RESTRICTIONS**

- a. Use of Premises
  - (1) Tenant shall use Premises only for private single-family residence purposes. Tenant shall not install or maintain any store, flat or apartment house, though intended for residential purposes, nor erect or maintain any building of any kind whatsoever on Premises, except private dwelling houses and such outbuildings as are customarily appurtenant to residence.
  - (2) Tenant shall not allow occupancy of each dwelling house by more than a single family.
- b. Tenant shall not erect a residence more than two stories in height on Premises.
- c. No Temporary Structures.
  - (1) Tenant shall not, temporarily or on a permanent basis, locate or otherwise maintain on Premises any temporary structure, tent, or

motor vehicle; provided that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveways or the adjacent street located in front of the building limit or setline line of Premises.

- (2) Tenant shall not move a house from a different location onto Premises, without first receiving City approval in writing.
  - (3) No residential use of motor homes and campers on Premises. No water or sewer connection shall be allowed to be connected to motor homes or campers.
- d.** Limitation of Use of Garage as Residence. Tenant shall not allow occupancy of any garage or servant's house on Premises as a residence of any person.
- e.** Tenant shall not participate in any criminal activity.
- f.** Development Control.
- (1) Building Control.

    - (a) Tenant shall not erect or maintain on Premises any building, outbuilding, fence, wall or other structure, or any addition thereto or change therein, unless and until the City approves the plans and specifications in writing in accordance with the procedure as hereinafter provided.
    - (b) Tenant shall not erect or maintain on Premises any building, outbuilding, fence, wall or other structure, or any addition thereto or change therein, unless in compliance with the building and fire codes and other relevant regulations adopted by the City.
  - (2) Approval of Building Plans. Tenant must obtain approval of all the building plans as submitted in writing from the Property/Lake Lot Administration Office and from the Building Official of the City before construction is started.
  - (3) Materials Control.

    - (a) The City shall maintain control over types of materials to be used in construction in accordance with the



plan and elevations must be approved by the Property/Lake Lot Administration Office and the Building Official. For manufactured home installations, Tenant must furnish a photograph and dimensions of the home with drawings showing the location of the home on the lot.

- ii. Electrical Permit: An electrical permit will be necessary as required by the building codes of the City of Wichita Falls.
- iii. Plumbing Permit: A plumbing permit will be necessary as required by the building codes of the City of Wichita Falls

**28. LEASE PAYMENTS AND TAXES**

- a. Tenant is responsible to ensure that all payments are received on or prior to the due date.
- b. Lake lots are subject to county taxes. Tenant is responsible for all taxes for Premises.
  - (1) Should Tenant transfer Premises, the Property/Lake Lot Administration Office will notify the county appraisal office for the county in which the lot is located. The information is updated monthly. Lease holders should check with the county appraisal district to ensure they have been added or removed from the tax rolls.
- c. Lease payments are due on or before September 30 of each year along with any additional fees associated with the lease.

**29. BREACH OF COVENANTS.** If Tenant breaches any express or implied covenant of this lease, the Landlord shall have the right to terminate this lease, giving the appropriate notices to Tenant as provided for herein. After the appropriate notices as provided for herein and the time periods have expired for late payment, or the time to cure breaches set forth by Landlord, has expired, then Landlord shall proceed to dispose of Tenant's interest in Premises in the following manner: Tenant shall have 60 days from the date of termination of the lease by Landlord in which to dispose of Tenant's leasehold rights by assignment or conveyance to person or persons acceptable to Landlord and provided that said person or persons shall satisfy the obligations of Tenant as set forth in the notice of termination. Or the Tenant may, at Tenant's



election upon receipt of notice of termination, within 60 days of the date of said notice, remove all improvements placed on Premises by Tenant, but in removing such improvements the Tenant will not damage to any extent any of the property belonging to Landlord or any other person. If Landlord has not made an assignment or conveyance, or elected to remove Tenant's improvements as provided for above within the time period provided, then Landlord shall have the right to enter upon Premises and take possession thereof or at Landlord's option, sell to the highest bidder at either public or private sale, all of Tenant's interest in this lease and the improvements placed thereon. The receipts from the sale shall be applied first to the expense of holding the sale; second to any deed of Trust or Mechanic's Lien outstanding against any buildings or improvements placed on the improvements; third to any indebtedness owed by Tenant to Landlord; and the remainder, if any, shall be paid to Tenant and shall be received by Tenant as full payment of all rights, title and interest of Tenant in and to the leased premises and improvements thereon. Provided, however, that the time periods provided for above shall not prevent Landlord's right to immediate action to abate any nuisance on Premises.

**30. LIABILITY FOR TERMINATION.** In no event shall Landlord, its agents, servants, or employees be liable for any damages, breach of contract, or any action in the nature of trespass of any kind or character for terminating this lease as provided for herein.

**31. INDEMNITY.** Tenant represents and agrees that Tenant has thoroughly inspected Premises covered by this lease prior to execution of the lease Agreement, and has found no hazardous conditions which may cause injury to persons or damage to the property, and Tenant accepts Premises in such condition. Landlord makes no warranties, express or implied, concerning the condition of Premises. Tenant also agrees that Landlord shall not be liable in any manner for bodily injury or death to any person or damage to any property (including the person and property of Tenant) caused in whole or in part by any latent or patent condition or defect on the leased premises or as a result of flooding or high water or as a result of any act or omission of Tenant or Tenant's family members, guests, or licensees, and Tenant specifically agrees to indemnify and hold Landlord harmless from any such claims, demands, or suits for injuries or death to persons or damage to property, regardless of whether such injury, death, or damage was caused or contributed to in part by some act or omission by the Landlord, its officers, agents, or employees.

**32. RIGHT OF ENTRY.** Landlord, its agents, employees, or representatives may enter Premises at any reasonable time for the purpose of inspection to determine that the conditions or provisions of this lease are being fulfilled.

**33. APPLICABLE LAW AND VENUE.** This Agreement and all transactions made hereunder shall be construed and governed according to the laws of the State of Texas. Venue for any legal proceedings shall be in Wichita County, Texas.

**34. ATTORNEY'S FEES.** If any action at law or in equity is necessary to enforce this lease agreement, each party agrees to pay its own attorney fees and will not seek to recover its attorneys' fees and costs of court from the other party. Tenant expressly waives its statutory rights to recovery attorneys' fees as outlined in Texas Local Govt. Code §271.153(a)(3) and Chapter 92 of the Texas Property Code, including but not limited to §92.005.

**35. LANDLORD'S SERVICES.** The Landlord may designate other parties to perform the services provided for herein, including those to be performed by the Lake Lot Administration office. The Landlord, through the City Council of Wichita Falls, may adopt such additional rules and regulations as are appropriate and necessary to carry out the intent of this lease and similar leases. Notice of any changes in the parties responsible for Landlord's duties hereunder and the adoption of any such rules and regulations shall be made by certified mail to the last known address of Tenant, as provided for herein.

**36. INVALID PROVISIONS.** In the event any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the validity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision.

**37. ENTIRE AGREEMENT.** This written contract constitutes the entire agreement between the parties.

Approved as to Form:

**City of Wichita Falls, Texas**

\_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Jim Dockery, Deputy City Manager

**Tenant**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Address

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City State Zip

**STATE OF TEXAS** §

**COUNTY OF WICHITA** §

This instrument was executed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Jim Dockery, Deputy City Manager for the City of Wichita Falls, a municipal corporation, on behalf of said city.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WICHITA §

This instrument was executed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_