

THE STATE OF TEXAS §
COUNTY OF ARCHER §

LEASE AGREEMENT

THIS LEASE is entered into as of the **DAY** day of **June, YEAR**, by the City of Wichita Falls, Texas, (“*City*”), acting by and through its City Manager, who has heretofore been duly authorized to execute this lease by Resolution No. 41-2016 adopted by the City Council of the City of Wichita Falls, Texas, and **NAME/ADDRESS**(“*Lessee*”).

1. City leases to Lessee, for grazing purposes only, all that certain lot, tract, or parcel of land situated in Archer County, Texas, north side of the lake at Lake Kickapoo, said tract being known as Lake Kickapoo South Grazing Lease (“*Leased Premises*”) and more particularly described as follows:

(South)

All City land on the South Side of Lake Kickapoo between the high-water mark, elevation 1045, and the City property line in the following tracts:

32.47 acres, S.A. and M.G. Survey, Abstract 447
70.59 acres, R. Carson Survey, Abstracts 108 & 107
11.94 acres, E.P. Cochran Survey, Abstract 42
21.00 acres, L.T. Burns Survey, Abstract 336
32.71 acres, T.P. Martin Survey, Abstract 739
71.39 acres, G.W. Dugan Survey, Abstract 1193
386.69 acres, S.P.R.R Survey, Abstract 440
131.08 acres, D.C.S.L Survey, Abstract 113
43.96 acres, T. Puckett Survey, Abstract 719
9.41 acres, George Bond Survey, Abstract 25
251.94 acres, R. Carson Survey, Abstract 750
223.71 acres, Torebio Losoya Survey, Abstract 257
104.45 acres, J.C. Phelan Survey, Abstract 325
29.61 acres, J.C. Phelan Survey, Abstract 336
3.44 acres, B. Mordecia Survey, Abstract 291

Said tracts of land contain a total of 1,424.39 acres.

2. The term of this lease shall be **5 years**, beginning **June 1, YEAR** and ending **May 31, YEAR**.

3. Lessee shall pay City rental at the rate of \$ **AMOUNT** per acre per year, the same being equal to \$ **AMOUNT** per year. This rental shall be payable annually and in advance on or before the beginning of each lease year. Failure to pay the annual lease by June 30, will result in the automatic termination of the lease.

4. Lessee shall have the right to erect structures as needed to maintain as well as manage livestock properly. Prior to erecting such structures, Lessee will provide site plan and building plans and will obtain a building permit from the City's Inspection Department.

5. This lease only grants grazing rights to Lessee, and this lease does **not** grant lessee the right to hunt, fish, or partake in any other recreational or non-recreational activity not directly associated with grazing.

6. Lessee agrees to take this lease subject to the rights of any oil, gas, mineral, hunting, or other rights presently in existence on the lease premises or that may be granted or leased by the City during the term of this lease. Tenant and City agree to cooperate so that the respective activities of one will not unduly interfere with the other.

7. It is understood that Lake Kickapoo is a municipal water supply for the City of Wichita Falls, and hence it is absolutely necessary for sanitary conditions to be strictly observed, and Lessee agrees to pasture on said lands only cattle in a good and healthy condition. Lessee further agrees to remove immediately from said premises, or burn, all dead cattle and/or other dead animal matter. No slaughtering of cattle will be made on the premises.

8. The term of this lease will be binding upon the heirs, executors, administrators, and successors of parties in like manner as upon the original parties. Lessee agrees to keep and maintain the existing City-owned fences on said property in a good and workmanlike manner and to construct any other fences required by Lessee. Fences will not be built into the water. If a fence should become submerged by rising water it will be removed by the lessee. Any fence so constructed that separates the properties herein leased from adjoining properties shall remain the property of the City upon termination of this lease. Lessee agrees to hold City harmless from any and all liability that Lessee might incur growing out of the breakage of fences around the property.

9. Lessee agrees to abide by all existing sanitary rules, statutes and ordinances concerning Lake Kickapoo and the surrounding area, and any other rules of a similar nature which may hereafter become effective, whether they be by City ordinance or by State or Federal law.

10. Lessee will not make or allow to be made any unlawful, improper or offensive use of the premises or any part thereof, and agrees to keep the same in a decent, safe, and sanitary condition, observing all municipal, state and federal laws, ordinances, rules, regulations now or hereafter in effect. Lessee further agrees to indemnify City against any and all claims, demands, costs, or judgments of any kind whatsoever made or suffered by reason of the breach of this covenant. Lessee further agrees to indemnify City from and against any all claims, demands, costs, attorneys' fees, expenses or judgments that may arise or that Lessor may suffer on account of or in connection with the Leased Premises or any condition or occurrence thereon. Lessee shall indemnify City pursuant to this clause regardless of the acts, omissions, or negligence of City or City's officers, agents, or employees or any condition of the property.

11. The officers, employees, agents, and other tenants of the City shall have the right to go upon the leased premises at any and all times, and to construct buildings thereon, and make such other improvements on said land as they may, in their judgment, find necessary. Lessee agrees to allow City to have a lock for City access on any and all gates as required. Lessee will have the right to lock gates and entrances to the leased property. Lessee will agree to either provide a key to locks on gates and entrances or allow the City to double lock the entrances.

12. The fact that Lake Kickapoo is a source of City's municipal water supply makes it mandatory that the provisions of this contract be enforced; upon the breach of any covenant or provision in this lease designed to protect the purity of the water supply of City, City may re-enter and dispossess Lessee without any liability whatsoever, terminate this lease, and require Lessee to remove his cattle from the leased premises. If the Lessee fails to pay any rent due hereunder within 30 days after the same becomes due, City shall have the right to terminate this lease. If Lessee breaches any other covenant contained in this lease, and fails to remedy such breach within 15 days after he is given written notice by City to do so, City shall have the right to terminate this lease.

13. Lessee shall not sublet the Leased Premises for any use, nor assign this lease in whole or in part without the written consent of the City. The city retains the absolute right to deny such written consent.

14. Lessee shall not over-pasture said lands, but will use the same in a good and husband-like manner in an effort to keep the turf in good condition, regardless of whether a rainy or dry season is involved.

15. Lessee shall not spray any chemical on the leased premises without the approval of the Director of the Wichita Falls/Wichita Health Department and the City's Director of the Public Works. In addition, Lessee agrees not to harvest any trees for any reason whatsoever on the leased premises without prior permission from the City's Director of Public Works.

16. City shall have a lien upon all of the property of Lessee placed on the leased premises, to secure the payment of the rent provided for herein.

17. Lessee has inspected the Leased Premises and accepts the condition of the premises "as is." The City makes no warranties, either express or implied, regarding the condition of the Leased Premises.

18. Lessee agrees to pay when due, all real property taxes, assessments and charges, of any kind whatsoever that may be lawfully imposed, assessed, or charged, during the term of this lease against the Leased Premises.

19. Tenant shall not allow open flames or the use of pyrotechnics on the Leased Premises.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year set out above.

Approved as to Form:

City of Wichita Falls, Texas

Assistant City Attorney

By: _____
Paul Menzies, Assistant City Manager

Lessee:

Signature:

Street Address

City State Zip

STATE OF TEXAS §

COUNTY OF WICHITA §

This instrument was acknowledged before me on the ____ day of _____, 2016, by Paul Menzies, Assistant City Manager of the City of Wichita Falls.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WICHITA §

This instrument was acknowledged before me on the ____ day of _____,
2016, by NAME.

Notary Public, State of Texas

SAMPLE