

THE STATE OF TEXAS §
COUNTY OF CLAY §

LEASE AGREEMENT

THIS LEASE is entered into as of the _____ day of _____, _____, 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. _____ 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 Clay County, Texas, north of the dam at Lake Arrowhead, said tract being known as Arrowhead Grazing Lease Tract 1 (“Leased Premises”) and more particularly described as follows:

A 223.5 acre tract of land North of Lake Arrowhead Dam, lying in the E. Brooks Survey, Abstract 33; A. Graham Survey, abstract 757; M. Haley Survey, Abstract 186; A.P. Belcher Survey, Abstract 843; and W.C. RR. Co. Survey, Abstract 734; Clay County, Texas, and being more particularly described as follows:

Beginning at the Southeast Corner of the chain link fence around the pumping station and a corner of this tract;

Thence S 71° 49' East along a fence 49.2 feet to a fence post for a corner;

Thence S 15° 43' West along a fence 197.0 feet to a fence post for the Southwest corner of this tract;

Thence S 89° 40' East along a fence off the toe of the dam of Lake Arrowhead 1891.9 feet to a post for a corner;

Thence N 89° 55' East along a fence 759.8 feet to a post for a corner;

Thence S 89° 36' East along a fence 738.0 feet to a post for a corner;

Thence S 89° 01' East along a fence 418.8 feet to a post for corner;

Thence S 84° 51' East along a fence 783.9 feet to a post for a corner;

Thence S 77° 11' East along a fence 613.6 feet to a post for a corner;

Thence S 86° 22' East along a fence 689.0 feet to a post for a corner;

Thence S 87° 56' East along a fence 785.6 feet to a post for a corner;

Thence S 76° 10' East along a fence 18.2 feet to an iron rod in the fence and being the Southeast corner of this tract;

Thence N 00° 01' East 797.8 feet to a cross-tie fence post and continuing along with a fence 881.4 feet for a total distance of 1679.2 feet to a 1" pipe for the Northeast corner of this tract;

Thence W 5626.2 feet along a fence to a post at the West line of the E. Brooks Survey, A-33 and the East line of the A. Graham Survey, A-757 and the beginning of a fence running to the North;

Thence S 89° 59' West along a fence 1035.7 feet to an iron rod in the fence for the Northwest corner of this tract;

Thence S 00° 29' West 902.3 feet to the Northeast corner of the chain link fence around the pumping station, continuing along the fence 266.3 feet for a total distance of 1168.6 feet to the place of beginning and containing 223.5 acres of land, more or less.

2. City leases to Lessee, for grazing purposes only, all that certain lot, tract, or parcel of land situated in Clay County, Texas, north of the dam at Lake Arrowhead, said tract being known as Arrowhead Grazing Lease Tract 2 ("Leased Premises") and more particularly described as follows:

A 228.375 acre tract of land out of A. Graham Survey, A-757, M. Haley Survey, A-186, B.B.B. & C. RR. Co., A-48, and W.D. Davis Survey, A-119, Clay County, Texas, more particularly described by metes and bound as follows:

Beginning at an iron rod set by old fence corner at the Northwest corner of the A. Graham Survey, A-757 and the Southeast corner of the W.D. Davis Survey, A-119;

Thence with fence on North line of A. Graham Survey S 88° 50' 45" E 1000.0 feet to an iron rod set by fence corner at the Northwest corner of a 173.19 acre tract described as Tract 2 in

deed from Ruth A. Kimbell to David A. Kimbell, Sr., Trustee, recorded at Vol. 405, Page 531, Clay County Deed Records;

Thence with fence S 01° 42' 55" W 2557.83 feet to an iron rod set at the Southwest corner of Kimbell 173.19 acres;

Thence with fence S 89° 29' 26" E 1958.87 feet to an iron rod in the South line of Kimbell 173.19 acres;

Thence S 00° 56' 10" W 902.07 feet to a fence corner;

Thence N 87° 40' 36" W 331.85 feet to an iron rod;

Thence crossing South line of Graham Survey, S 15° 57' 17" W 272.56 feet to an iron rod;

Thence N 80° 43' 35" W 637.95 feet to an iron rod;

Thence recrossing South line of Graham Survey, N 69° 09' W 554.16 feet to an iron rod set in the middle of gate;

Thence N 73° 04' 47" W 1297.71 feet to an iron rod;

Thence crossing West line of Graham Survey, N 80° 23' 57" W 902.56 feet to an iron rod set by fence corner;

Thence with fence N 38° 27' 42" W 287.77 feet to an iron rod set by fence corner;

Thence N 13° 33' 31" W 2259.43 feet to an iron rod;

Thence N 70° 16' 25" W 749.63 feet to an iron rod;

Thence 15° 07' 39" W along the West line of Lake Arrowhead Spillway, at 58.19 feet past iron rod in cross fence, and continuing on the same course crossing South line of W.D. Davis Survey, in all 711.78 feet to monument set in concrete at the most Northerly Northeast corner of 524 acres conveyed from the City of Wichita Falls to the State of Texas on October 5, 1970 for the use and benefit of the Texas Parks and Wildlife Department;

Thence with the most Northern North line of 1429.6 acres conveyed by R. Lee Morris, et al to the City of Wichita Falls on March 15, 1965 by deed recorded at Vol. 239, Page 291, Clay

County Deed Records, S 88° 27' 10" E 2422.68 feet to an iron rod set in the East line of Davis Survey;

Thence with the east line of W.D. Davis Survey, S 00° 32' 19" W 380.0 feet to the PLACE OF BEGINNING.

3. City leases to Lessee, for grazing purposes only, all that certain lot, tract, or parcel of land situated in Clay County, Texas, north of the dam at Lake Arrowhead, said tract being known as Arrowhead Grazing Lease Tract 3 ("Leased Premises") and more particularly described as follows:

A 68.326 acre tract out of A.P. Belcher Survey, A-843 and John Rodgers Survey, A-390, Clay County, Texas, more particularly described by metes and bounds as follows:

Beginning at an iron rod found at the Northwest corner of the A.P. Belcher Survey, A-843;

Thence with North line of Belcher Survey and with fence, S 89° 33'E 2639.00 feet to a 1" galvanized pipe found at an ell corner in the Western line of 2680.59 acres conveyed from Zachary Halsell to Luke Halsell, et ux by deed recorded at Vol. 409, Page 869, Clay County Deed Records;

Thence with fence on West boundary of 2680.59 acres, S 17° 51' 37" E 2147.84 feet to an iron rod set for the Southeast corner of this tract;

Thence with fence S 89° 40' 28" W 382.26 feet to an iron rod;

Thence with fence N 49° 45' 39" W 873.62 feet to an iron rod;

Thence with fence N 41° 21' 53" W 537.89 feet to an iron rod;

Thence with fence N 57° 15' 03" W 611.03 feet to an iron rod;

Thence with fence N 53° 06' 58" W 121.92 feet to an iron rod;

Thence with fence N 42° 30' 12" W 136 feet to an iron rod;

Thence with fence N 39° 33' 48" W 333.48 feet to an iron rod;

Thence with fence S 86° 57' 00" W 30.84 feet to an iron rod;

Thence with fence S 70° 20' 48" W 495.43 feet to an iron rod;

Thence with fence S 53° 02' 29" W 515.38 feet to a 2" pipe fence corner;

Thence with fence N 75° 50' 14" W 78.01 feet to a 6" pipe fence corner in West line of A.P. Belcher Survey, A-843;

Thence with West line of Belcher Survey and with fence, N 00° 32' 11" E 797.18 feet to the PLACE OF BEGINNING and containing 68.326 acres of land, of which 68.309 acres is in the A.P. Belcher Survey and 0.017 acre is in the John Rodgers Survey.

- 4.** The term of this lease shall be **5 years**, beginning **June 1, 2021** and ending **May 31, 2026**.
- 5.** Lessee shall pay City rental at the rate of \$ per acre per year, the same being equal to \$ per year. This rental shall be payable annually and in advance on or before the beginning of each lease year. Failure to pay annual lease by June 30, will result in the automatic termination of the lease.
- 6.** 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.
- 7.** 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.
- 8.** 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.
- 9.** It is understood that Lake Arrowhead 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.

10. 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.

11. Lessee agrees to abide by all existing sanitary rules, statutes and ordinances concerning Lake Arrowhead 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.

12. 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.

13. 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.

14. The fact that Lake Arrowhead 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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(s):

Signature:

Signature:

Street Address

Street Address

City State Zip

City State Zip

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was acknowledged before me on the ____ day of _____, 2021, 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 _____, 2021, by **NAME.**

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was acknowledged before me on the ____ day of _____, 2021, by **NAME.**

Notary Public, State of Texas