

HUNTING LEASE AGREEMENT
1,328.79 ACRE TRACT- LAKE KICKAPOO NORTH GRAZING LEASE

STATE OF TEXAS §
COUNTY OF WICHITA §

THIS LEASE is entered into as of the **1st** day of **June, 2021**, by the City of Wichita Falls, Texas (“Landlord”) and **NAME, ADDRESS(“Hunters”)**.

- 1. LEASE AND PREMISES.** Landlord owns property which is primarily leased for purposes of livestock grazing. Landlord wishes to lease premise to Hunter for the purpose of hunting only. Landlord, in consideration of the rents and agreements herein to be performed by Hunters, leases to Hunters, and Hunters hereby lease from Landlord, 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 North Grazing Lease (“Leased Premises”) and more particularly described as follows:

(North)

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

9.76 acres, J. C. Phelan Survey, Abstract 336
19.86 acres, B.B.B. & C.R.R. Survey, Abstract 42
64.85 acres, J.C. Phelan Survey, Abstract 336
33.63 acres, William Mayer Survey, Abstract 272
412.17 acres, Torebio Losoya Survey, Abstract 257
117.07 acres, Hooper & Wade Survey, Abstract 689
252.28 acres, M.E.P.R.R. Survey, Abstract 296
419.17 acres, C. Spaulding Survey, Abstract 388 and
J. M. Taylor Survey, Abstract 649

Said tracts of land contain a total of 1,328.79 acres.

- 2. TERM.** This lease shall be for a term of 5 years commencing June 1, 2021 and ending on May 31, 2026.
- 3. RENT.** Hunters shall pay Landlord 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 by date due will result in termination. The initial rent payment shall be prorated from the date of this lease to the next June 1 due date, and will be due upon execution of this agreement. Each annual rent payment thereafter will be due on or before June 1 of each succeeding year thereafter until the termination of this lease.

4. **PURPOSE.** This agreement is strictly limited to the use of Leased Premises for hunting, and notwithstanding anything contained herein to the contrary, Hunters have no other rights to the use of the property. Guests and family members are not allowed onto Leased Premises without being accompanied by one or more Hunters. All game and non-game animals may be taken as per Texas Parks and Wildlife season and bag limit restrictions. Hunting of waterfowl is prohibited.
5. **CARE.** Hunters shall take proper care of the Leased Premises and all other improvements located thereon, and shall be liable to Landlord for any damages caused to domestic livestock, fences, or other property of Landlord or his agent due to the activities of Hunters or their guests exercising privileges under this agreement. Hunters may not cut or damage trees, crops, roads, dwellings, fences, buildings or other property on the land. Hunters may not chase deer or other game with the use of motorized vehicles. Hunters shall not shoot a firearm from a vehicle.

Hunters agree to repair any damages they cause and to return Leased Premises to Landlord in its prior condition at Hunters' sole cost and expense, excepting normal wear and tear.

6. **DEER STANDS.** Hunters shall be permitted to have not more than 10 deer stands on Leased Premises. Hunters may not drive nails or other metal objects into trees for building deer stands or any other purpose. Any deer stands built should be temporary stand-alone stands or constructed in such a way as not to damage trees or other property, and are to be removed upon cancellation or expiration of this Agreement. Any deer stand remaining on Leased Premises at the termination of this Agreement will become the property of Landlord. Hunters will tell Landlord in writing where each deer stand is located.
7. **FEEDERS.** Hunters shall be permitted to utilize not more than 10 feeders on Leased Premises. Hunters may or may not have grazing rights to Leased Premises and as such, Hunters have the option to enclose each authorized deer feeder in a 20 foot by 20 foot enclosure. Such enclosure shall be constructed at Hunters' expense. Hunters will tell Landlord in writing where each feeder is located. Hunters may not plant deer feed on Leased Premises.
8. **TRESPASS & FIRE.** Hunters agree to help protect said lands from trespass and fire. Hunters will make an effort to put out, suppress or report any wildfires that may occur on the property. Hunters will report any violations of Texas Park and Wildlife and Texas Penal Code laws and regulations and will assist law enforcement officers investigating any violations.
9. **WILDLIFE LAWS.** Hunters shall strictly observe all wildlife laws whether state, federal, or local. Hunters will have a valid Texas hunting license while hunting on the property and will be responsible for any other licenses required by the State of Texas such as the Hunting Lease License.
10. **HUNTING USE.** Hunters further agree that Hunters' use of the property is for hunting only and is not to be used for the grazing of livestock agricultural use, harvesting of timber, mining of soil, rocks or other oil, gas or other minerals, and Landlord retains all such rights. This agreement creates no rights into any sub-surface mineral ground water, materials or deposits

or oil, gas or other related products, and Hunters expressly agree that Hunters will not engage in any mining, extraction, withdrawal, or other removal of any sub-surface materials whatsoever. Hunters will not interfere with the exploration or production of minerals on the Leased premises or with the grazing of livestock on Leased Premises.

11. **LEAD SHOT.** Hunters are not allowed to use lead shot when firing shotguns.
12. **CAMPING.** Hunters may not camp overnight on Leased Premises for more than 3 consecutive nights in any week without written permission from Landlord.
13. **FOUR WHEELERS.** Hunters agree not to use four-wheelers and all-terrain vehicles for recreational purposes (except as what is necessary for hunting) on Leased Premises. Use should be limited to hauling and transport purposes only. Motorcycles are not allowed on Leased Premises. Hunters will not cause damage to existing roads on Leased Premises except for normal wear and tear caused by reasonable use of such vehicles.
14. Hunters shall keep all gates on the Leased Premises closed and locked.
15. Hunters shall repair or replace any damage caused by Hunter to the Land, crops, livestock, or Excluded Improvements.
16. Hunters shall maintain the insurance coverages described in the attached Insurance Addendum (Exhibit A).
17. Hunters shall deliver to Landlord a Release, Indemnity, and Assumption of Risks in the form attached to this lease as Exhibit B, executed by each individual (including Hunter) who will enter the Leased Premises at the invitation or request of Hunter before entry by any such individual.
18. Hunters shall not assign this lease or sublease any portion of the Leased Premises without Landlord's written consent, which shall be at Landlord's sole and uncontrolled discretion.
19. **CAMP SITE.** Hunters are allowed to clear a camp site 40 feet by 40 feet on Leased Premises. The location of this camp site must be approved by Landlord prior to clearing and use by Hunters.
20. **TRAPS.** Hunters may use traps, if allowed by law, only if the traps are cages that do not harm the animals. Such traps must be checked daily when in use.
21. **FIRES.** Open fires are not allowed on Leased Premises.
22. **FIREWORKS.** Fireworks and pyrotechnics are not allowed on Leased Premises.
23. **STRUCTURES.** Hunters may not erect any permanent structures on Leased Premises.

- 24. NO CUTTING.** Hunters may not cut fences, trees, firewood, grass, or brush on Leased Premises unless as otherwise allowed by this Agreement. Hunters agree to be respectful of cattle and livestock on Leased Premises.
- 25. LITTER.** Hunters agree that lands covered by this agreement shall be kept free of litter at all times. Hunters agree to permit no material waste on Leased Premises, to remove all material refuse and litter they deposit thereon, and particularly Hunters agree not to throw out beverage containers on the land. Hunters agree to pick up and remove from Leased Premises all spent ammunition shells and cartridges.
- 26. LEASED PREMISES AS IS.** IT IS UNDERSTOOD THAT THE LAND CONSISTS OF MOSTLY UNDEVELOPED AND UNTAMED LAND, AND THE HUNTERS ACCEPT THE LAND IN AN "AS IS" CONDITION AND FURTHER, THE HUNTERS UNDERSTAND THAT HUNTING IS DANGEROUS ACTIVITY AND THAT THERE MAY BE HIDDEN HAZARDS, INCLUDING BUT NOT LIMITED TO, DANGERS SUCH AS CLIFFS, CAVES, ROCK SLIDES, HOLES, FENCE WIRE, SNAKES, WELLS, SWAMPS, BRUSH, PONDS, HARMFUL PLANTS, POISONOUS ANIMALS, AND INSECTS, OR OTHER WILD ANIMALS, UNAUTHORIZED CARELESS PERSONS ON THE LAND, OTHER HUNTERS, OR OTHER RISKS THAT MAY BE DANGEROUS, INJURE HUNTERS OR CAUSE DEATH, AND THE HUNTERS ASSUME ALL THESE RISKS AS THEIR OWN RESPONSIBILITY, WITHOUT RECOURSE AGAINST THE LANDLORD OR ITS EMPLOYEES, AGENTS, OR ASSIGNEES.

FURTHER, HUNTERS ACKNOWLEDGE THAT ALTHOUGH LANDLORD MAY HAVE A GREATER KNOWLEDGE OF LAND OR PROPERTY THAN HUNTERS, IT IS IMPRACTICABLE AND IMPOSSIBLE FOR LANDLORD TO LIST AND/OR TO PHYSICALLY SHOW HUNTERS EACH AND EVERY POSSIBLE HAZARD ON THE PROPERTY AND HUNTERS ENTER ONTO THE PROPERTY DESPITE SAME AND AT HUNTERS' OWN RISK AND WITHOUT LIABILITY OF LANDLORD.

HUNTERS SPECIFICALLY ACKNOWLEDGE, AGREE AND STIPULATE THAT HUNTERS HAVE CHOSEN OF HIS OWN FREE WILL TO GO HUNTING ON THE PROPERTIES, AND REALIZED THERE ARE INHERENT DANGERS FROM THE SPORT OF HUNTING, INCLUDING, BUT NOT LIMITED TO, DANGER FROM OTHER HUNTERS, THE INHERENT DANGER OF INJURY FROM THE USE OF FIREARMS, AND OTHER DANGERS OF ANY NATURE WHATSOEVER, INCLUDING DANGERS TO BODILY INJURY WHICH MAY OCCUR (SUCH AS, BUT NOT LIMITED TO, THE USE OF HUNTING KNIVES, AXES, ARROWS, TRAVELING BY VEHICLE OVER ROUGH TERRAIN, GETTING INTO AND OUT OF DEER STANDS FOR HUNTING), OVEREXERTION OR EXCITEMENT AND THE RISK OF INJURY CAUSED BY OTHER HUNTERS.

HUNTERS AGREE AT ALL TIMES TO USE EXTREME CAUTION AND CARE IN PROTECTING THEMSELVES, THEIR PROPERTY, AND OTHERS AND THEIR

PROPERTY, FROM ACCIDENT OR BODILY INJURY WHICH MAY RESULT IN SUCH RISK.

- 27. INDEMNITY.** Further, Hunters agree to protect, indemnify, and hold Landlord and its employees, agents, families, and assignees harmless from and against any and all claims of loss, damages, liabilities, or other expense whatsoever, either directly or indirectly of or as a result of Lessee's occupancy and related and incidental activities, including, but not limited to, defending of any lawsuits caused by Hunters. The undersigned Hunters further agree to indemnify and hold harmless the Landlord and its agents, employees, and assignees, from any loss, liability, damages or cost of any nature whatever, including the defending of any lawsuits filed by the Hunters and/or their guests or invitees, that the undersigned Hunters or guests or invitees of the undersigned Hunters may incur as a result of either directly or indirectly the hunt or the use of the property, or the traveling to or from the hunting area, whether such is caused by the negligence of the Landlord or another hunter.
- 28. WAIVER & DISCHARGE.** AS FURTHER CONSIDERATION OF BEING ALLOWED TO HUNT THE PROPERTIES, the undersigned Hunters hereby release, waive, discharge and covenant not to file suit against either the Landlord, its employees, assignees, or others for any and all losses, damages, injuries or other claims or demands therefore, on account of injury to any person or property of the undersigned tenant, or resulting in the death of the undersigned Hunters, directly, or indirectly, whether caused by the negligence of the Landlord, agents, families, employees, officers, directors, designees and assignees.
- 29. PROPERTY INSPECTION.** AS FURTHER CONSIDERATION AND A CONDITION OF THIS AGREEMENT, the undersigned Hunters agree to inspect in advance the Leased Premises and to accept the condition of the properties as is, without fitness of purpose, and further agree that Hunters will report any unsafe condition immediately to the Landlord, and further covenant and agree not to use the property if any unsafe condition exists.
- 30. DANGEROUS ACTIVITY.** Hunters further acknowledge that Hunters and all of their invitees or guests are experienced hunters and recognize the inherent dangers of injury that exist during hunting trips. Hunters further acknowledge that Hunters and their invitees and guests are experienced in the use of firearms and recognize the INHERENT DANGERS OF INJURY AND POSSIBLE DEATH IN THE USE OF FIREARMS.
- 31. ASSUMPTION OF RESPONSIBILITY.** Notwithstanding anything contained herein to the contrary, as consideration of the privilege of hunting and other activities stated herein, the undersigned Hunters hereby ASSUME FULL RESPONSIBILITY and RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, whether or not caused by negligence of any of the parties hereto.
- 32. SEVERANCE.** This agreement further expressly agrees that this agreement and all exhibits hereto is tended to be as broad and inclusive as permitted by the law of the State of Texas, and

that if any portion of this agreement is held to be invalid, it is agreed that the balance shall notwithstanding contained to be in full force and effect.

33. **BINDING AGREEMENT.** This agreement shall be binding upon the parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns and shall insure to the benefit of each of the parties.
34. **ENTIRE AGREEMENT.** This agreement contains and is the entire agreement and undertaking between the parties hereto, and there are no other agreements, representations, statements or inducements not contained or referred to herein.
35. **VENUE.** This agreement is signed as to be effective in Wichita County, Texas, and it is further agreed that any suit, legal action, cause of action, claim, or other legal remedy shall be filed in Wichita County, Texas, regardless of in which county the property is located.
36. **NO WARRANTIES.** There are no warranties, express or implied, not contained or referred to herein, as to fitness of purpose of the property, there are no guarantees of any nature whatsoever as to game animal's available, and the success of the hunting is strictly at the risk and responsibility of the Hunter, and there are no refunds or reimbursement for any expenses incurred or funds paid.
37. **RIGHT TO TERMINATION.** Landlord retains the right to cancel this agreement immediately if Hunter has not complied strictly with the provisions of this agreement. Landlord retains the right to cancel this agreement for any reason with 180 days' notice to Hunter.
38. **GOVERNMENTAL FUNCTION CLAUSE.** All parties agree that this contract is one wherein the Landlord is solely performing a governmental function. All parties expressly agree that the Landlord is not engaging in any propriety functions.
39. **CONTRACTUAL DAMAGES LIMITATION CLAUSE.** All parties agree that damages in this contract are limited only to those authorized under Texas Local Government Code Section 271.153. Specifically, Landlord is not liable for consequential damages or exemplary damages.
40. **WAIVER OF ATTORNEYS' FEES.** If any action at law or in equity is necessary to enforce this agreement, each party agrees to pay its own attorneys' fees and will not seek to recover its own attorneys' fees from the other party. Hunter understands that Texas Local Government Code subchapter I, § 271.153(a)(3) provides that the total amount of money awarded in an adjudication brought against a governmental entity for breach of a contract includes attorneys' fees. Both Hunter and Landlord expressly waive all statutory and other rights to recover attorneys' fees pursuant to in § 271.153(a)(3) and all other law
41. **COUNTERPARTS.** This instrument may be executed in multiple counterparts which shall be construed together as a single instrument as though all parties had signed one instrument and,

when executed, each counterpart shall be binding upon and inure to the benefit of each of the parties executing the same, their respective heirs, successors and assigns.

Landlord

Date

Hunter:

Signature:

Street Address

City

State

Zip

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was executed and acknowledged before me on this _____ day of _____, 2021, by Paul Menzies, Assistant City Manager for the City of Wichita Falls, on behalf of said city.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was executed and acknowledged before me on this _____ day of _____, 2021, by **NAME**.

Notary Public, State of Texas

Exhibit A

Insurance Addendum to Hunting Lease

Lease

Date:

Landlord:

Hunter:

This insurance addendum is part of the lease.

Hunter agrees to:

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

Type of Insurance

Minimum Policy Limit

If Hunter is an individual:

Hunting lease liability

Per occurrence: \$ 500,000

Aggregate: \$1,000,000

Or

Endorsement extending homeowner's policy liability to Premises

Texas personal auto

Minimum limits required by law

If Hunter is a business entity:

Hunting lease liability

Per occurrence: \$ _____

Aggregate: \$ _____

Business automobile

\$ _____

Or

Texas personal auto

Minimum limits required by law

2. Comply with the following additional insurance requirements: (a) the hunting lease liability or homeowner's insurance policy must be endorsed to name Landlord as "additional insured"; (b) additional insured endorsements must not exclude coverage for the ordinary negligence of Landlord; (c) any property insurance policies covering Tenant's property on the Premises must contain a waiver of subrogation of claims against Landlord; and (d) certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Hunter to Landlord before entering the Leased Premises and thereafter at least ten days before the expiration of the policies.

Exhibit B

Release, Indemnity and Assumption of Risks

Lease

Date:

Landlord:

Hunter:

1. **ASSUMPTION OF RISKS.** THE UNDERSIGNED ACKNOWLEDGES THAT (A) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PREMISES DESCRIBED IN THE LEASE, INCLUDING STREAMS AND RIVERS WITH CURRENT AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, SNAKES AND INSECTS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; AND (B) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. **INDEMNITY.** THE UNDERSIGNED WILL INDEMNIFY, DEFEND, AND HOLD LANDLORD AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "LANDLORD") HARMLESS AGAINST ALL CLAIMS, LIABILITY, DAMAGES, LOSSES AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST LANDLORD AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, OR VISITORS (COLLECTIVELY, "HUNTER") WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (A) INJURY TO OR DEATH OF ANY PERSON(S), (B) DAMAGE TO OR LOSS OF PROPERTY, OR (C) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE LEASE.

3. **RELEASE.** THE UNDERSIGNED WAIVES ALL CLAIMS AGAINST LANDLORD AND RELEASES LANDLORD FROM ANY LIABILITY, BASED ON ANY (A) INJURY TO OR DEATH OF HUNTER OR (B) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HUNTER.

4. **NEGLIGENCE OF LANDLORD.** THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF LANDLORD.

Printed Name: _____

Date: _____