## GRAZING LEASE AGREEMENT

STATE OF TEXAS	§	
COUNTY OF BRAZORIA	§	

This Grazing Lease (this "Lease") is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between PARTIES, the City of Angleton, Texas, a Texas Municipal Corporation ("Lessor") and Christopher Phillips, a resident of Angleton, Texas ("Lessee").

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessor and Lessee, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain tract of land situated in the City of Angleton, Brazoria County, Texas, containing approximately 2.204 acres located off Buchta Road, adjoining the back property line of 8 Colony Drive, Angleton, Texas, and more particularly described as A0318 T S. LEE, TRACT 13-13D, ACRES 2.204, ANGLETON, and further described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "Premises").

- 1. <u>TERM.</u> This Lease shall be for a one (1) year term beginning on \_\_\_\_\_\_, 2011, and ending on \_\_\_\_\_\_, 2012, and may be renewed for an additional one (1) year term.
- 2. <u>RENT</u>. Lessor agrees to lease the Premises to Lessee for and in consideration of Lessee's maintaining the property so that the grass/vegetation does not grow above the height of 14 inches and Lessee's compliance with the provisions established in this Grazing Lease Agreement.
- 3. <u>FENCING</u>. Lessee shall construct a fence around the Premises and repair and maintain the fence around the Premises. If an electric fence is constructed around the property, Lessee shall post notice that it is an electric fence. Lessee shall also post criminal trespass notices at locations that are readily visible to any person approaching the property.
- 4. NO HAZARDOUS MATERIALS. Lessee shall not permit any Hazardous Materials (as such term is hereinafter defined) to be brought onto, stored in, used in, or disposed of in, on, under or about the Premises. As used herein "Hazardous Materials" mean (a) any petroleum or petroleum products, radioactive materials, asbestos, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls, and radon gas, (b)

any chemicals, materials, or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," or "pollutants," or words of similar import, under applicable law, and (c) any other chemical, material, or substance which is in any way regulated by applicable law.

## 5. USE OF PREMISES.

- (a) Lessee shall use the Premises solely for the purposes of grazing cattle and shall use the Premises for no other purpose. Lessee shall not keep more than 5 cows on the Premises.
- (b) Lessee agrees to rotate the animals and move them to an alternate grazing location when the grass is grazed out, to give the land a rest and allow the grass to re-grow.
- (c) Lessee shall not make any alterations, additions or improvements to the Premises without the prior written consent of Lessor.
- 6. <u>COMPLIANCE WITH ORDINANCES.</u> Lessee agrees to comply with all City Ordinances, especially Sections 4-5, 4-6, 4-9 and 4-12, relating to livestock, animal nuisances, sanitary conditions and responsibility for compliance, attached hereto as <u>Exhibit "B"</u> and made a part hereof for all purposes.
- 7. MAINTENANCE, REPAIR AND SURRENDER. At the termination of this Lease, Lessee shall surrender and deliver the Premises to Lessor, in the state of repair and condition comparable to the state of repair and condition as at the time Lessor delivered possession thereof to Lessee, reasonable wear and tear excepted. Specifically, without limitation, any damage to fences occurring during the course of this Lease shall be repaired by Lessee. Lessor shall have no obligation whatsoever to perform any maintenance, repairs or other services in connection with the Premises or this Lease.
- 8. <u>UTILITIES; TAXES</u>. Lessee shall pay the charges for utilities used by Lessee at the Premises directly to the provider or providers thereof. Lessor shall have no liability or responsibility whatsoever with regard to the existence of, provision of or payment of utilities. Lessee is responsible for payment of all taxes, special assessments, and government charges of every character imposed on the Premises during the term of this Lease.
- 9. <u>INSURANCE</u>: Throughout the term of this Lease, Lessee shall carry and maintain, at Lessee's sole cost and expense, general liability insurance of

an "occurrence" type against all claims, arising out of liability of Lessee for injury to persons or property damage occurring in or about the Premises or arising out of the use or occupancy thereof, at minimum combined single limit of \$1,000,000.00 each occurrence and \$1,000,000.00 as a general aggregate. General liability must be endorsed to include the City of Angleton named as Additional Insured on the policy and a Certificate of Insurance must be attached to this Agreement and it must identify the name of the insurance carrier, policy number and expiration date and limits of liability and deductible.

- 10. INDEMNIFICATION. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS, DAMAGES, **SUIT** OR **EXPENSES** OF **EVERY** (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, ACCOUNTANTS' FEES, COURT COSTS AND INTEREST) RESULTING OR ARISING FROM ANY AND ALL INJURIES TO, INCLUDING DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY CAUSED BY THE OCCUPANCY OF THE PREMISES BY LESSEE AND/OR THE ACTS OR OMISSIONS OF LESSEE OR LESSEE'S AGENTS, EMPLOYEES OR CONTRACTORS.
- **DEFAULT**. In the event Lessee fails to perform any or all of its obligations set forth in this Lease, Lessor shall give Lessee ten (10) days to cure any defect and Lessor may terminate this Lease if Lessee fails to cure the defect or to perform its Lease obligations.
- **MECHANICS LIENS**. Lessee shall not permit any mechanic's liens to be filed against the Premises or Lessee's leasehold interest herein, and Lessee shall cause any such liens arising or alleged to arise as a result of Lessee's activities in the Premises to be paid and released of record without cost to Lessor within thirty (30) days following delivery by Lessor to Lessee of written notice regarding the existence of any such lien.
- 13. <u>INSPECTION BY LESSOR</u>. Lessor and Lessor's agents shall have the right to enter into and on the Premises at any reasonable time for the purpose of inspecting the Premises.
- **ASSIGNMENT AND SUBLEASE**. Lessee may not assign this Lease or sublet any portion of the Premises without the prior written consent of Lessor.
- 15. <u>ACCEPTANCE OF PREMISES</u>; DISCLAIMER. LESSOR AND LESSEE RECOGNIZE, STIPULATE AND AGREE THAT LESSEE HAS ACCEPTED THE PREMISES IN ITS CURRENT "AS-IS",

WHERE-IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY, REPRESENTATION, EXPRESSED OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES, WITHOUT LIMITING THE FOREGOING, LESSOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE.

**16. TERMINATION.** This Lease Agreement may be terminated by either party upon at least thirty (30) days' prior written notice to the other party.

## 17. MISCELLANEOUS.

(a) All notices and correspondence under this Lease shall be given by certified or registered mail to the parties at the following addresses:

If to Lessor: City of Angleton

Attention: City Manager

121 S. Velasco

Angleton, Texas 77515

If to Lessee: Christopher Phillips

8 Colony Drive

Angleton, Texas 77515

- (b) This Lease shall be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.
- (c) In the event any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Lease.
- (d) This Lease shall constitute the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, between the parties and no amendment, modification, or alteration of the terms hereof shall be binding upon the parties unless the same is in writing, dated after this Agreement and duly executed by both Lessor and Lessee.
- (e) This Lease shall be governed by the laws of the State of Texas and venue for any lawsuit involving this Lease shall be in Brazoria County, Texas.

	(f)	the parties hereto, nor	this Lease shall be der by any third party, as other than the relation	creating a relationship
Γhis Lease is ε	executed	d effective this	_day of	_, 2011.
			LESSOR: CITY OF A	ANGLETON
			By:	RICK HENRY
			<u>LESSEE</u> :	
			By:	TOPHER PHILLIPS