

GRAZING LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This Grazing Lease (this "Lease") is made and entered this 1st day of August, 2022, by and between PARTIES, the City of Burleson, Texas, a Texas Municipal Corporation ("Lessor") and Bryan Voegelé, a resident of Burleson, 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 Burleson, Johnson County, Texas, containing approximately 12.8 acres located off Dobson Street (W. County Road 714), Burleson, Texas, adjacent to Russell Farm, and more particularly described as in the shaded green portion entitled "Livestock Grazing/FFA/4H Usage" of the aerial photograph attached as Exhibit "A", attached hereto and made a part hereof for all purposes (the "Premises").

1. **TERM.** This Lease shall be for one (1) year term beginning on August 1, 2022, and ending on August 1, 2023 ("Initial Term"). Upon the expiration of the Initial Term of this Lease, provided this Lease has not been previously terminated pursuant the provisions of this Lease as may be set forth elsewhere herein, this Lease shall automatically renew for four (4) additional one (1) year Renewal Terms, unless on or before thirty (30) days prior to the then current Expiration Date of this Lease, either party has given notice of such party's intention not to renew this Lease for an additional one (1) year Renewal Term. The Initial Term and Renewal Term are hereby collectively referred to herein as the "Term".
2. **RENT.** 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 24 inches and Lessee's compliance with the provisions established in this Grazing Lease Agreement. In addition to the above consideration, Lessee agrees to pay Lessor \$100.00 in rent annually. Lessee shall pay Lessor rent for the entire year on August 1st each year.
3. **FENCING.** Lessee shall maintain the fence and gates around the Premises.
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 eight (8) 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 agrees to feed cow's nutritional supplements as needed to maintain consistent growth and general health specifically in winter and summer months consistent with industry standards and best practices.

6. USE OF PREMISES BY LESSOR. Notwithstanding anything to the contrary herein, Lessee and Lessor agree that Lessor shall have the right to use the Premises occasionally to maintain the Premises. (Lessee is allowed on premises to feed and water their designated animals. Lessee must notify staff upon arrival to Russell Farm during off hours.

7. COMPLIANCE WITH ORDINANCES. Lessee agrees to comply with all City Ordinances, especially sections relating to livestock, animal nuisances, and sanitary conditions.

8. 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.

9. UTILITIES; TAXES. Lessee shall pay for all utilities, including electricity, used by Lessee at the Premises.

10. USE OF LIVESTOCK AND ANIMALS BY CITY. Lessee agrees that Lessor may use the cattle on the premises for education purposes related to the Russell Farm Art Center. Lessee and Lessor will work in good faith to practically effectuate the terms of this section.

11. INSURANCE: 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 Burleson 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.

12. 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 KIND (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. The terms of this provision shall survive the termination of this Lease Agreement.
13. 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.
14. 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.
15. INSPECTION BY LESSOR. 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.
16. ASSIGNMENT AND SUBLEASE. Lessee may not assign this Lease or sublet any portion of the Premises without the prior written consent of Lessor.
17. ACCEPTANCE OF PREMISES; 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.
18. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

19. TERMINATION. This Lease Agreement may be terminated by either party upon at least thirty (30) days' prior written notice to the other party. If either party terminates this Lease Agreement prior to the completion of a full year, and Lessee has paid to Lessor the annual rent provided in Article 2 for the year, Lessee shall be entitled to a prorated refund of the annual rent calculated on a monthly basis. Both parties agree that for purposes of the calculation, a partial month of use shall be considered to be the same as a full month of use.

20. 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 Burleson
Attention: City Manager
141 W. Renfro
Burleson, Texas 76028

If to Lessee:
Bryan Voegele
155 Lace Lane
Burleson, TX 76028

- (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 Johnson County, Texas.
- (f) Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship between the parties other than the relationship of Lessor and Lessee.
- (g) Nothing contained in this Lease shall be construed as a waiver of the Lessor's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the Lessor by law, except to the extent expressly provided or necessarily implied herein.

This Lease is executed effective this _____ day of _____, 2022.

LESSOR:


CITY OF BURLESON

By: _____

Printed Name: Bryan Langley

Title: City Manager

LESSEE:

By:  _____

Printed Name: Bryan Voegele