

5. To utilize property AS-IS and not alter or make improvements without written consent of CITY.
6. To repair any damage to property within 10 days of the damage occurrence.
7. To not assign, sublease or permit third parties to occupy or use any portion of the subject property during the term of the agreement without written consent of CITY.

V.

As consideration, TENANT agrees to pay to CITY the amount of **\$750.00 per month**, with first payment due on or before June 1, 2022, and thereafter said \$750.00 due on the first day of every month. Payment, in full, shall be mailed to City of Glen Rose, P.O. Box 1949, Glen Rose, Texas 76043.

VI.

TENANT agrees to indemnify and hold CITY harmless from any claim, judgment or expense, which may occur due to the use of the subject property or due to the negligence of TENANT in TENANT'S operation or performance of this agreement. TENANT specifically agrees to indemnify and hold CITY harmless for any loss, damage, or injury incurred as a result of the terms of this agreement.

VII.

If any action at law or in equity, including an action for declaratory relief is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the Court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

VIII.

This agreement is non-transferable and non-assignable in whole or in part without written consent by CITY.

IX.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Somervell County, Texas.

X.

This agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

XI.

This agreement is the entire agreement of the parties, and there are no oral representations, warranties, other agreements or promises pertaining to this agreement not incorporated in writing. This agreement may be amended only by an instrument in writing signed by both parties.

XII.

All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to City, to:

City of Glen Rose
P.O Box 1949
Glen Rose, TX 76043

If to Glen Rose Wrecker, LLC, to:

Glen Rose Wreckers, LLC
P.O. Box 296
Rainbow, TX 76077

Executed on this _____ day of _____, 2022.

Julia Douglas, Mayor
City of Glen Rose

Walter Lee, President
Glen Rose Wreckers, LLC

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2022,

by JULIA DOUGLAS, Mayor, City of Glen Rose.

Notary Public, State of Texas

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2022,

by WALTER LEE, President, Glen Rose Wrecker, LLC.

Notary Public, State of Texas