

AGREEMENT

STATE OF TEXAS §

COUNTY OF SOMERVELL §

Between the **CITY OF GLEN ROSE**, a municipal corporation (hereinafter called "CITY"), and **GLEN ROSE WRECKER, LLC** (hereinafter called "TENANT").

I.

The term of this agreement shall be for one year, from November 1, 2017 until October 31, 2018. Both Parties shall have the option to terminate this agreement at any time upon thirty days written notice to the other party at the address set out herein.

II.

The property which is the subject of this agreement is the fenced parking lot only, located on 2.00 acres in the H M Harber Survey, situs North Highway 56, Glen Rose, Texas.

III.

The CITY agrees to allow the TENANT full access to subject property for the sole purpose of storing vehicles.

IV.

TENANT agrees as follows:

1. To allow the CITY full access to subject property upon prior notice to the TENANT.
2. To use subject property for storing vehicles only, and to allow the CITY the right to store any additional vehicles.
3. To use subject property in compliance with all Federal, State and Local laws, and to maintain any licenses or insurances as required by state law to practice TENANT's trade.
4. To pay for any electrical or other utilities used by the TENANT.
5. To utilize property AS-IS and not to alter or make improvements without written consent of the 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 the CITY.

V.

As consideration, TENANT agrees to pay the CITY the amount of \$500.00 per month, with the first payment due on or before November 1, 2017, and thereafter said \$500.00 due on the first day of every month. Payment, in full, shall be mailed to: City of Glen Rose, PO Box 1949, Glen Rose, Texas 76043.

VI.

The TENANT agrees to indemnify and hold the 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 the TENANT in TENANT's operation or performance of this agreement. TENANT specifically agrees to indemnify and hold the 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-transferrable and non-assignable in whole or in part without written consent by the 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 thereto 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.

Executed on this 13th day of November, 2017.

Carol Sue Oldenburg
CAROL SUE OLDENBURG, MAYOR
CITY OF GLEN ROSE, TEXAS

Walter Lee
WALTER LEE, PRESIDENT
GLEN ROSE WRECKER, LLC