

Agreement

STATE OF TEXAS §

COUNTY OF ERATH §

This agreement made and entered into on this the 7th day of September, 2021, by and between the **CITY OF STEPHENVILLE**, a municipal corporation (hereinafter called "CITY"), and **WESLEY WOOD CATTLE COMPANY, LLC**. (hereinafter called "WOOD").

I.

The term of this agreement shall be for one (1) year, from October 1, 2021 until October 1, 2022. Both parties shall have the option to renew this agreement administratively for up to three (3) successive one (1) year terms upon mutual consent. Both parties shall have the option to terminate this agreement at any time upon ninety days' written notice to the other party at the address set out herein.

This contract shall be subject to extension or renewal upon mutual agreement of the CITY and WOOD, if not otherwise terminated as provided in this agreement, upon completion of the initial contract term.

II.

The property, which is the subject of this agreement, is approximately 536 acres out of the John W. Bradley, Daniel Bell, Edward Bond, James Conger, M. S. Crow, W. D. Richardson, M. J. Leech, Hancock C. Smith, and Ira Foster Surveys, situated in Erath County, Texas, and described on Exhibit "A" attached hereto and being a part hereof for all purposes.

The property currently consists of approximately 360 acres of native pasture and 176 acres of cultivated land.

III.

CITY agrees to allow WOOD full access to subject property for the purpose of grazing cattle and farming to support the grazing operation.

IV.

WOOD agrees as follow:

1. To allow CITY full access to subject property upon prior notice to WOOD.
 - a. CITY may conduct survey, excavation, construction, or similar activities.
 - b. CITY will be responsible for any damage sustained to fences or gates during activities performed under Item 1.a. above.
 - i. When any work is performed by CITY, Gates will be left in the position found.
 - c. CITY or CITY'S contractors shall not be responsible for WOOD's livestock.
2. To allow no more than 75 head of cattle to graze on the property at any one time except that in the event Wood plants a crop for additional cattle grazing, WOOD shall be allowed to graze up to 200 head of cattle for up to a four (4) month period.
3. To cultivate and remove any non-grazed crop as soon as practical after the termination of this agreement.

4. To use the subject property in compliance with all Federal, State and Local laws and to ensure no actions require permits for, nor qualify as, a feeding operation. Concentrated wastes from temporarily confined livestock shall be managed in accordance with all applicable laws.
5. To pay for any electrical or other utilities used by WOOD.
6. To utilize property AS-IS and not alter or make improvements, unless under emergency conditions, to any facilities, trees, grounds or fences without written consent of CITY. WOOD shall have the option to add gates and shall have the option to remove only those added gates upon termination of the agreement. CITY shall have the option to pay for and retain gates or other approved improvements or to deduct cost of the improvements from the lease payment.
7. To repair any damage to structures, pens or fencing, including interior and perimeter fencing, caused by WOOD'S livestock or equipment within ten (10) days of the damage occurrence.
8. 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.
9. To not remove any earth, valuable stone or other substances on or under the surface of the subject property without written consent of CITY.

V.

As consideration, WOOD agrees to pay to CITY the amount of \$6,432 or \$12.00 per acre annually. Lease amount shall be subject to modification upon mutual consent of both parties. Payment, in full for each year, shall be received by the City of Stephenville, 298 West Washington, Stephenville, Texas, 76401, on or before October 31st of each term year. The cost per acre considers and recognizes the estimated amount of both cultivated and native pasture land.

VI.

WOOD 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 WOOD in WOOD'S operation or performance of this agreement. WOOD 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 of 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 Erath 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.

EXECUTED in duplicate originals this ___ day of September, 2021.

Contact Address:
CITY OF STEPHENVILLE
298 West Washington
Stephenville, TX 76401

Contact Address:
WESLEY WOOD CATTLE COMPANY, LLC.
1409 Melissa Drive
Stephenville, TX 76401

DOUG SVIEN, HONORABLE MAYOR

WESLEY WOOD

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on the ___ day of September, 2021, by DOUG SVIEN, Mayor of the City of Stephenville, a municipal corporation, for and on behalf of said corporation.

Notary Public, State of Texas

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This instrument was acknowledged before me on the ___ day of September, 2021, by WESLEY WOOD on behalf of WESLEY WOOD CATTLE COMPANY, LLC.

Notary Public, State of Texas

EXHIBIT A

