

Lease Agreement

STATE OF TEXAS §

COUNTY OF ERATH §

This agreement made and entered into on this the ____ day of _____, 2023, by and between the **CITY OF STEPHENVILLE**, a municipal corporation (herein after called "CITY"), and **LARRY ESQUELL** (herein after called "ESQUELL").

I.

The term of this agreement shall be for one (1) year, from January 1, 2024, until January 1, 2025. Both parties shall have the option to renew this agreement administratively for up to (3) successive one (1) year terms upon mutual consent. Both parties shall have the option to terminate this agreement at any time upon ninety (90) days' written notice to the other party at the address set out herein.

II.

The property which is the subject of this agreement is approximately 60 acres of the 100 acre tract of land out of the T. S. Freeman Survey, A-280, situated in Erath County, Texas, and described in warranty deed from Cecil C. Smithey and wife, Mary C. Smithey, to the City of Stephenville, dated February 20, 1973, recorded in Volume 486, page 268, Deed Records of Erath County, Texas. Said 60 acre tract is the area of land situated southwest of the Stephenville Landfill and adjoins property owned by ESQUELL, which is south of subject property.

III.

CITY agrees as follows:

1. To allow ESQUELL to erect and maintain a temporary gate in the fence line, situated between subject property and property owned by ESQUELL, as indicated on the attached map.
2. To allow ESQUELL full access to subject property for the purpose of grazing his cattle.

IV.

ESQUELL agrees as follows:

1. To erect and maintain a temporary gate as provided for above. Upon termination of this agreement, ESQUELL shall remove said gate within 30 days of termination and restore the fence to its prior condition.

2. To erect and maintain a temporary electric fence, as indicated on the attached exhibit. Said fence shall be sufficient to contain the cattle owned by ESQUELL, which he causes to graze on subject property.
3. To allow CITY full access to subject property upon prior notice to ESQUELL.
4. To use subject property for cattle grazing only and to allow no more than fifty (50) head of cattle to graze on subject property at any one time.

V.

As consideration, ESQUELL agrees to pay to CITY the amount of \$350.00 each year that this agreement is in force. Payments shall be mailed, or hand delivered to Stephenville City Hall, 298 West Washington, Stephenville, Texas, 76401, on or before December 31, 2023, and on or before December 31st of each year this agreement remains in force.

VI.

ESQUELL 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 ESQUELL in his operation or performance of this agreement. ESQUELL specifically agrees to indemnify and hold CITY harmless for any loss, damage, or injury he may incur 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 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.

EXECUTED in duplicate originals this ____ day of _____, 2023.

Contact Address:

CITY OF STEPHENVILLE
298 West Washington
Stephenville, TX 76401

Contact Address:

Mr. LARRY ESQUELL
380 CR 242
Dublin, TX 76446

DOUG SVIEN, HONORABLE MAYOR

LARRY ESQUELL

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on the ____ day of _____, 2023, by DOUG SVIEN, Mayor of the City of Stephenville, a municipal corporation, for and on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF ERATH §

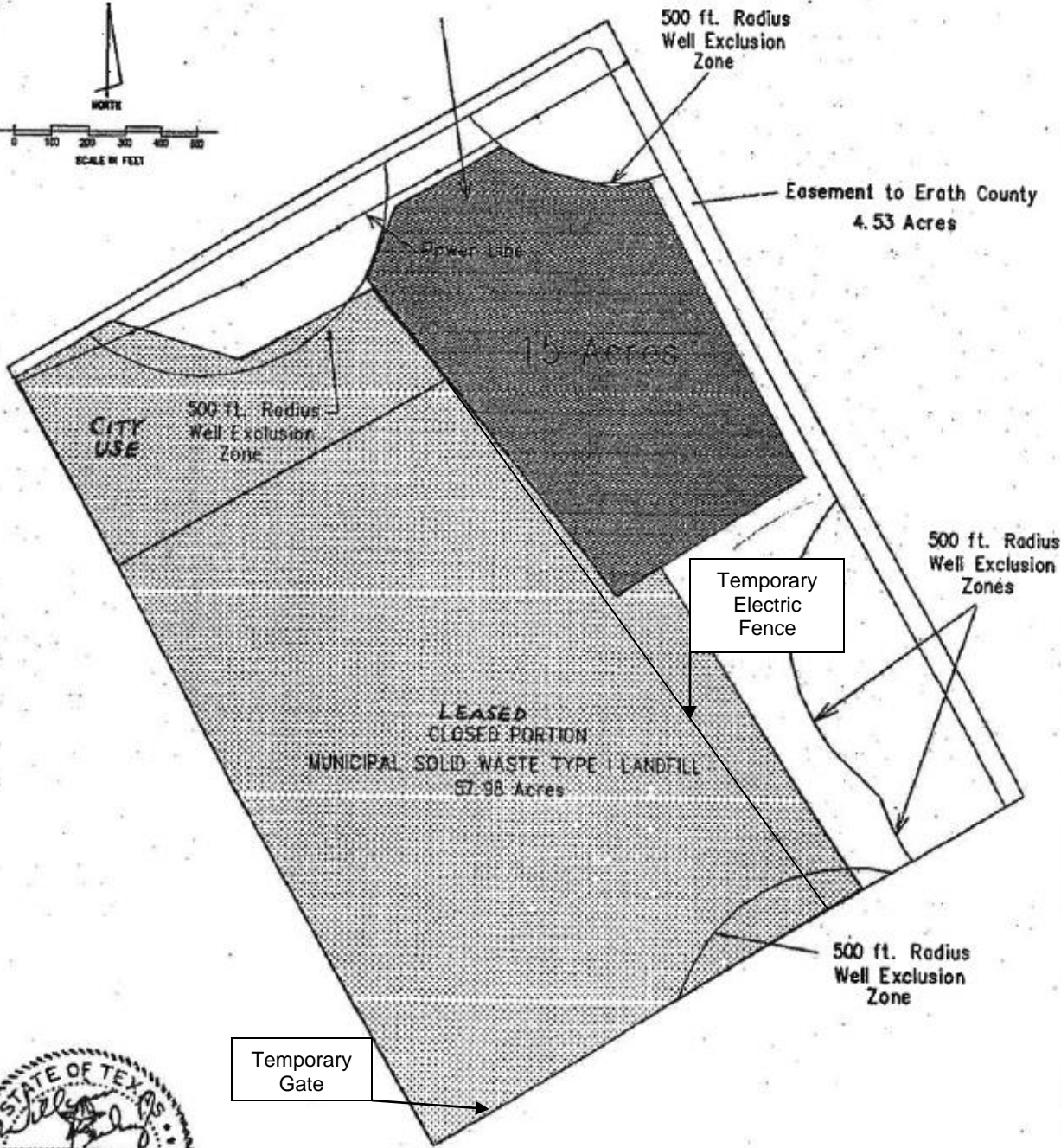
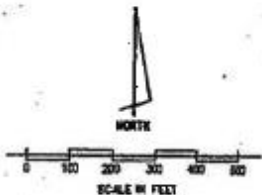
This instrument was acknowledged before me on the ____ day of _____, 2023, by LARRY ESQUELL.

Notary Public, State of Texas

EXHIBIT

Drawn By:	W. Prikryl, P.E.
Date:	1/16/95
Reviewed By:	_____
Approved By:	_____
Revision No.:	_____
Date Revised:	_____

UNDEVELOPED AREA
PROPOSED TYPE IV SOLID WASTE LANDFILL



STEPHENVILLE SANITARY LANDFILL
MUNICIPAL SOLID WASTE PERMIT NO. 664
STEPHENVILLE, ERATH COUNTY, TEXAS

TEAM Consultants, Inc.