

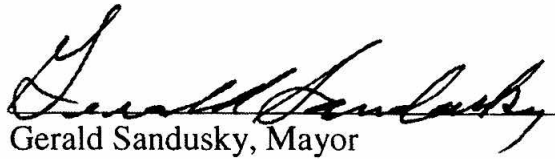
R16-03

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRONTE:

THAT the Mayor of the City of Bronte is hereby authorized and directed to execute for and on behalf of the City of Bronte, a land lease agreement at Oak Creek, by and between the City of Bronte and Ronnie Loyd of Blackwell, Texas, and related documents. Said agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on April 14th, 2016.


Gerald Sandusky, Mayor

ATTEST:


Crystal L. Blevins, City Secretary

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Lease") is made this 14th day of April, 2016 (the "Effective Date"), between the City of Bronte (the "City") and the Lessee.

THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION OF LEASED PREMISES

The City, in consideration of the terms specified herein, leases to the Lessee for recreational, residential and commercial purposes, the real property described in Exhibit A attached hereto and incorporated for all purposes (the "Leased Premises").

2. TERM OF LEASE

The term of this Lease shall be for the period of ninety-nine (99) years beginning on the Effective Date. The Lease shall automatically renew unless terminated according to the termination provisions contained in the Lease or upon 6 months of abandonment of use as decided by the City.

3. RENEWAL TERMS

Provided Lessee has complied with and performed all of the covenants of this Lease and is not in default beyond any applicable cure period at the time of the renewal of the Term or at the time any renewal period is scheduled to commence.

4. TERMINATION OPTION

Lesser or Lessee may terminate the Lease upon prior written notice to the other party at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (the "Termination Notice"). Such termination shall be effective upon the last day of the Initial Term or Renewal Term during which the Termination Notice was provided.

5. TRANSFER BY SUCCESSION

Leased Property owners that die without a Will will be distributed to heirs according to state laws of descent and distribution.

6. USE OF THE LEASED PREMISES

The Lessee shall have the right to use the Leased Premises for single-family residential, recreational or commercial purposes only. There shall be no more than one (a) septic system per acre.

7. RENT

Lessee agrees to pay to the City rent for the use of part or all of the Leased Premises in the amount of one dollar (\$1.00) per year (the "Rent"). Rent shall be due on the Effective Date of the Term and any Renewal Terms. The Lessee may have the option to pay rent in advance. All Rent shall be paid to the City of Bronte.

8. LESSEE DUTIES AND CONDITIONS

Lessee agrees to abide by the following conditions:

- a. Lessee shall maintain the Leased Premises (both land and improvements) in good repair, free and clear of any rubbish, abandoned vehicles, or any offensive objects.
- b. Lessee will be permitted to place livestock, reptiles, exotic animals, or any other animals on the property per City requirements. Lessee will be liable for damages caused to the City's facilities and improvements caused by Lessee, his agents or invitees or livestock.
- c. Lessee shall dispose of all trash and rubbish generated from the Leased Premises with a third-party authorized to dispose of such refuse.
- d. Any septic system located on the Leased Premises shall be built, designed, permitted, and maintained according to the rules and regulations of the Texas Commission on Environmental Quality ("TCEQ").
- e. All fences, whether constructed prior to or after the Effective Date, may be gated. Notwithstanding the foregoing, Lessee may install a lock on the gate as long as the City also has a lock on such gate which shall permit City unfettered access.
- f. Lessee may hunt using bows, crossbows, or 6+ pellet shotgun on the leased premises.
- g. Lessee shall obey all municipal, county, state, federal laws with respect to the Leased Premises.
- h. It shall be the Lessee's sole responsibility to obtain, meter, and pay for all utility services to the Lease Premises. The City does not provide utilities to the Leased Premises.

9. CITY RESERVATION OF EASEMENTS

The City, or their assigns, reserves an easement for pipelines, roads and utility lines to water wells, related facilities and lines as well as the right to maintain and drill new wells. The City, or their assigns, reserves the right to locate a pump station, tanks and other water related facilities.

10. TAXES

Lessee agrees to pay all personal and real property taxes, assessments, or other public charges levied or assessed by lawful authority against the Lessee's personal property and improvements on the Leased Premises during the Term of the Lease.

11. IRRIGATION, WELL AND WATER SYSTEMS

Irrigation systems, wells, and water systems that capture or use raw water from Oak Creek Lake are prohibited. Lessee may use a groundwater well on the Leased Premises for residential, commercial or recreational purposes and such well shall be subject to all local, municipal, county, state and federal rules and regulations.

12. RIGHT OF ENTRY AND INSPECTION

The City may enter the Leased Premises at any time for the purpose after consulting with the Lessee 24 hours in advance, viewing the Leased Premises, or for other purposes that do not materially interfere with the Lessee's use under this Lease.

13. ATTORNEY'S FEES AND COURT COSTS

In the event a judgment is granted to either party as a result of legal action related to the terms of this Lease, the prevailing party may recover all costs and attorney's fees or other expenses incurred to enforce the terms of this Lease. The terms of this Paragraph shall survive termination of the Lease.

14. SEVERABILITY

If any provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and every other term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law.

15. INCORPORATION OF PRIOR AGREEMENTS, AMENDMENTS

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement, negotiations, brochures, arrangements, or understanding pertaining to any such matter shall be effective for any purpose unless expressed herein. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

16. VENUE FOR DISPUTES

Venue for any dispute or disagreement regarding the terms of this lease or tenancy contemplated by this lease shall be Coke County, Texas. Nothing contained herein shall waive any claims of sovereign immunity that City may raise. The terms of this Paragraph shall survive termination of the Lease.

17. NOTICES

Any notice contemplated in this lease shall be made in writing and shall either be delivered in person, or be mailed by certified U.S. mail, return receipt requested, to the last known mailing address.

18. INDEMNIFICATION

Lessee shall defend, indemnify, protect and hold harmless the City, its officers, successors, assigns, transferees, employees, agents, contractors, and subcontractors, (the "Indemnified Parties") from and against any and all risks, liabilities, liens, claims, demands, costs (including but not limited to attorney's fees, accountants fees, engineers fees, consultants fees and expert fees), expenses, damages, losses and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property or improvements to the extent arising from or caused by the acts and/or omissions of the Lessee, or the Lessee's subtenants, licenses, agents, employees, contractors, subcontractors, and invitees, (the "Lessee Parties") on the leased premises. The intent of this indemnity provisions is to provide indemnity for the indemnified parties so that neither the city nor any of the indemnified parties shall be liable for any risks, liabilities, claims, demands, costs, expenses, damages, losses, causes of action or suits for damages because of injury to persons or property to the extent arising from or caused by the negligence, gross negligence, strict liability or any other acts or omissions of the Lessee or any of the Lessee parties upon the Leased Premises. Notwithstanding anything herein to the contrary, this indemnity is not intended to and does not provide for indemnification arising from or caused by any of the city's or the indemnified parties' negligence or willful misconduct. The terms of this paragraph shall survive termination of the Lease.

19. YIELDING POSSESSION

Lessee agrees that upon the termination of the Lease, or demand for non use, the lessee will yield possess of the lease Premises to the City without further demand or Notice.

The Leased Premises shall be in as good order and condition as when same were entered. Loss by Fire, tornado or forces beyond Lessee's control and ordinary wear and tear are expected. If the Lessee wrongfully withholds possession of the Leased Premises after expiration of the Lease term the Lessee shall pay to the City fifty dollars (\$50) for each day the Lessee remains in possession thereafter as liquidated damages. The terms of this sub-paragraph shall survive termination of the Lease.

20. NO CITY SERVICES, MAINTENANCE

Lessee may receive water services if water well is provided at a later date. Lessee acknowledges that the City shall not provide any services to the Leased Premises, including, but not limited to, (i) maintenance of roadways to or on the Leased Premises; (ii) fire protection; (iii) police protection; (iv) utilities, (v) wastewater and (vi) trash removal.

Passed by the City Council on April 14th, 2016.

ACCEPTED:

[Signature]
Lessee

[Signature]
Mayor

432 LAKE DAM Rd.
Address

City of Bronte, a Texas Municipality

Blackwell Texas 79506
City, State Zip

P.O. Box 370

Bronte, Texas 76933

STATE OF TEXAS §

COUNTY OF COKE §

This instrument was acknowledged before me on April 18th, 2016, by

[Signature] as the Mayor of City of Bronte, a Texas Municipality, on behalf of said municipality.

[Signature]
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COKE §

This instrument was acknowledged before me on April 15th, 2016, by

Ronny Loyd (Lessee).

[Signature]
Notary Public, State of Texas

Exhibit A

Property Location 1 of 2:

SURFACE ESTATE ONLY: The Seforiano De La Garza Survey #304, The A.E. Gotcher Survey #1, the J.E. Hendry Survey #1, and the D. L. Laughlin Survey #9, Coke County, Texas, and being out of a 730.59 acre survey conveyed as Tract One to the City of Sweetwater, recorded in Volume 3, page 25, Minutes of the County Court, Coke County, Texas. The said 11.523 acre tract being more particularly described as follows:

Beginning at a set ½" iron rod with cap, stamped "H&T" at the northeast corner of the 100' wide right of way of FM 3399, being on the calculated east line of the Seforiano De La Garza Survey #304 and on the east line of the said Tract One, where a found concrete right of way marker bears 1.50' South 30 degrees 39 minutes 00 seconds West, and the calculated southeast corner of the Seforiano De La Garza Survey #304 bears 379.6' South 28 degrees 00 minutes 00 seconds East;

Thence North 38 degrees 30 minutes 13 seconds West for a distance of 300.84 feet to a set ½" iron rod with cap stamped "H&T";

Thence North 14 degrees 27 minutes 48 seconds West for a distance of 110.06 feet to a set ½" iron rod with cap, stamped "H&T";

Thence North 13 degrees 53 minutes 09 seconds East for a distance of 227.09 feet to a set ½" iron rod with cap stamped "H&T";

Thence North 12 degrees 27 minutes 28 seconds West for a distance of 181.81 feet to a set ½" iron rod with cap stamped "H&T";

Thence North 49 degrees 47 minutes 59 seconds West for a distance of 230.05 feet to a set ½" iron rod with cap stamped "H&T";

Thence North 09 degrees 23 minutes 59 seconds West for a distance of 210.61 feet to a set ½" iron rod with cap stamped "H&T";

Thence North 23 degrees 54 minutes 49 seconds West for a distance of 225.02 feet to a set ½" iron rod with cap, stamped "H&T"

Thence North 15 degrees 12 minutes 07 seconds East for a distance of 482.72 feet to a set ½" iron rod with cap stamped "H&T";

Thence North 58 degrees 00 minutes 00 seconds East for a distance of 102.27 feet to a set ½" iron rod with cap stamped "H&T" on the northeast line of the said Tract One;

Thence South 28 degrees 17 minutes 30 seconds East (being the Reference Bearing for this description, called S 200 15'30" E) for a distance of 679.95 feet to a fence corner post, where a found ½" iron rod bears 2.15' North 72 degrees 44 minutes 51 seconds East;

Thence South 01 degrees 37 minutes 40 seconds West for a distance of 1223.74 feet to the Point of Beginning, containing 11.523 acres or 501,933 square feet.

SAVE AND EXCEPT ANY AND ALL COMMERCIAL UNDERGROUND WATER RIGHTS

Property Location 2 of 2:

SURFACE ESTATE ONLY: Being a 6.846 acre tract out of the D.L. Laughlin Survey #9, Coke County, Texas, and being out of a 730.59 acre survey conveyed as Tract One to the City of Sweetwater, Recorded in Volume 3, page 25, Minutes of the County Court, Coke County, Texas. The said 6.846 acre tract being more particularly described as follows:

Beginning at a set ½" iron rod with cap, stamped "H&T", on the east line of the said Tract One, where an angle point in the east line of the said Tract One bears 1879.0' South 28 degrees 17 minutes 30 seconds East, and where the calculated southeast corner of the D.L. Laughlin Survey #9 bears 2266.9' South 28 degrees 17 minutes 30 seconds East and 243.0' South 62 degrees 00 minutes 00 seconds West;

Thence South 28 degrees 17 minutes 30 seconds East (being the Reference Bearing for the description called S 200 15'30" E) for a distance of 1158.97 feet to a set ½" iron rod with cap, stamped "H&T";

Thence South 58 degrees 00 minutes 00 seconds West for a distance of 89.50 feet to a set ½" iron rod with cap, stamped "H&T";

Thence North 10 degrees 59 minutes 39 seconds West for a distance of 152.40 feet to a set ½" iron rod with cap stamped "H&T";

Thence North 30 degrees 05 minutes 37 seconds West for a distance of 245.60 feet to a set ½" iron rod with cap, stamped "H&T";

Thence North 68 degrees 09 minutes 58 seconds West for a distance of 155.46 feet to a set ½" iron rod with cap, stamped "H&T";

Thence South 87 degrees 13 minutes 37 seconds West for a distance of 217.34 feet to a set ½" iron rod with cap, stamped "H&T";

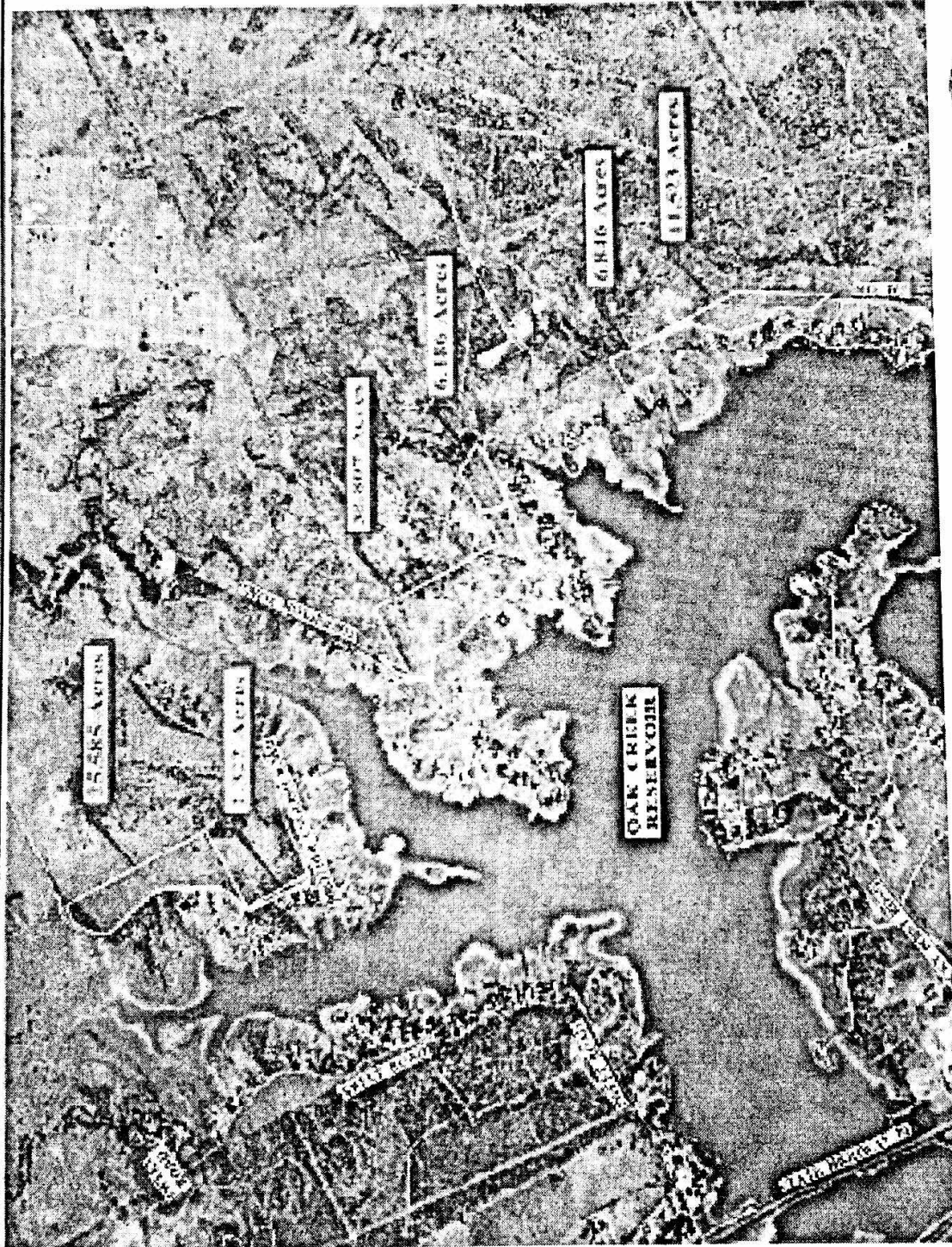
Thence North 69 degrees 15 minutes 08 seconds West for a distance of 125.32 feet to a set ½" iron rod with cap, stamped "H&T";

Thence North 30 degrees 38 minutes 14 seconds West for a distance of 466.57 feet to a set ½" iron rod with cap stamped "H&T";

Thence North 61 degrees 42 minutes 30 seconds East for a distance of 448.78 feet to the Point of Beginning, containing 6.846 acres or 298205 square feet.

SAVE AND EXCEPT ANY AND ALL COMMERCIAL UNDERGROUND WATER RIGHTS

PROPERTY LOCATION MAP



09-27-2015

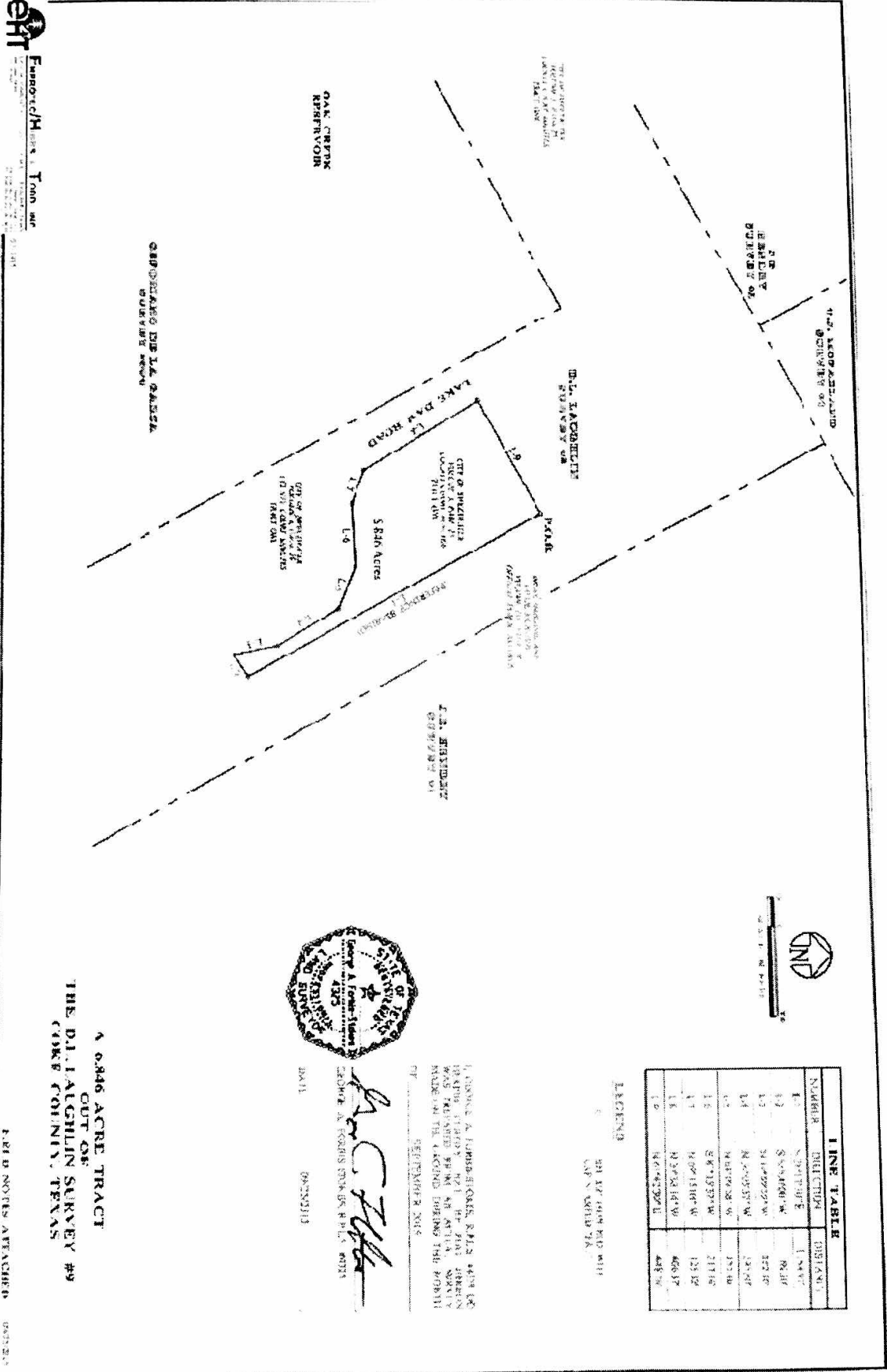
07-2015

ENPROTEC/HIBIS & TCDN, INC.





Energy/CH
10000 North Loop West
Suite 200
Houston, Texas 77057
Tel: 281.441.1111
Fax: 281.441.1112
www.energych.com



LINE TABLE		
NUMBER	BEARING	DISTANCE
1	S 11° 17' 30" W	1.8807
2	S 5° 04' 00" W	84.367
3	S 11° 02' 22" W	327.80
4	N 2° 05' 57" W	134.97
5	N 87° 06' 38" W	183.66
6	S 8° 13' 57" W	217.62
7	N 0° 15' 04" W	125.62
8	N 2° 52' 16" W	466.17
9	N 87° 42' 39" E	448.76

LEGEND
 1/16" = 100' (AS SHOWN)
 1/32" = 200' (AS SHOWN)



I, GEORGE A. FOGELS, BEING A duly qualified and licensed Surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land shown thereon, and that the same was made on the 14th day of February, 2006.
 GEORGE A. FOGELS
 License No. 452
 State of Texas
 Surveyor

A 6.846 ACRE TRACT
 THE D.L. LAUGHLIN SURVEY #9
 COME COUNTY, TEXAS

PLAT NO. 00185 APPROVED

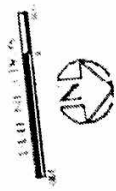
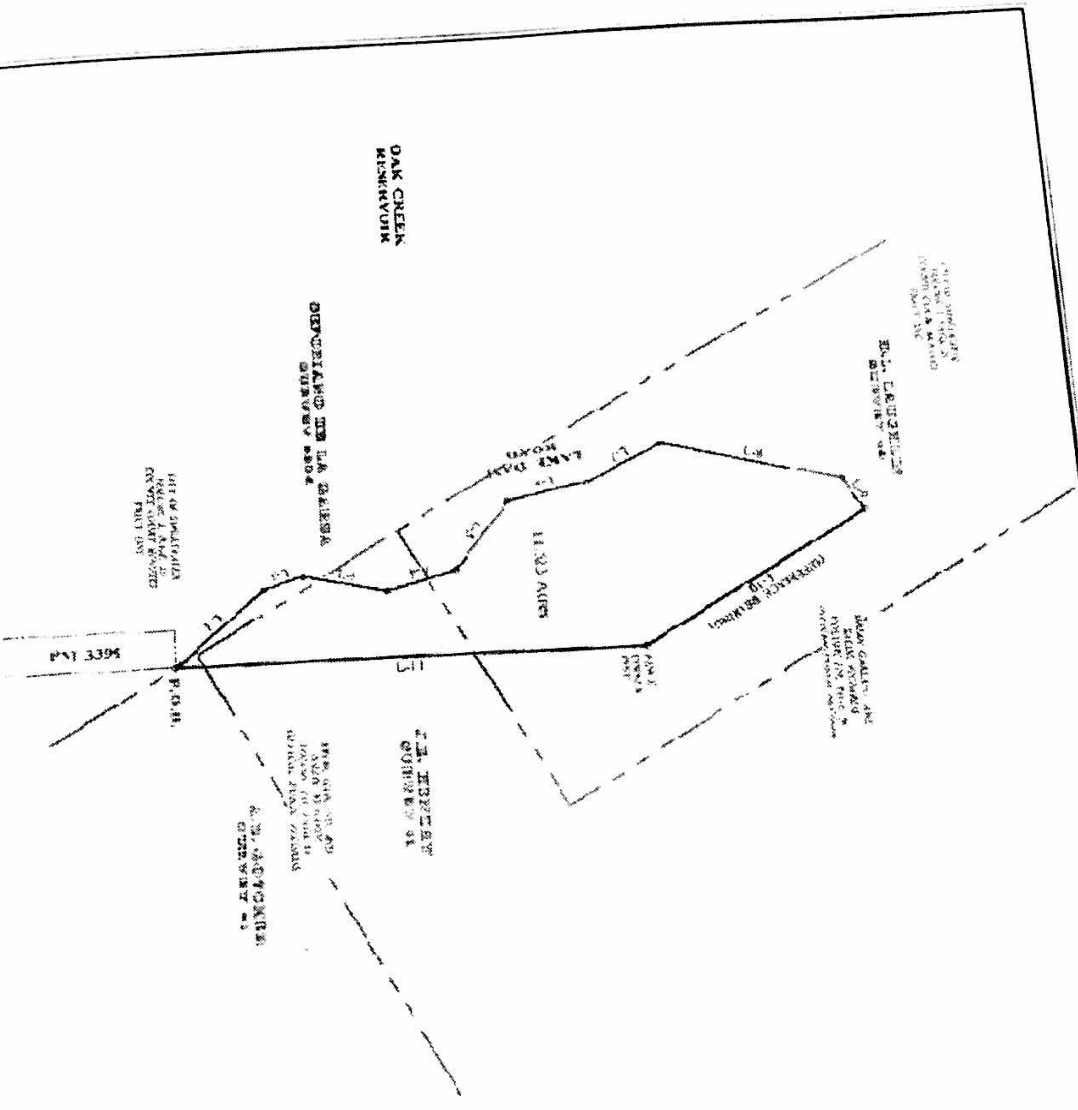


TABLE LABEL

NO. BEER	SECTION	ORIGIN
1.1	N 1/4 SEC 36	11.533
1.2	N 1/4 SEC 36	11.533
1.3	N 1/4 SEC 36	11.533
1.4	N 1/4 SEC 36	11.533
1.5	N 1/4 SEC 36	11.533
1.6	N 1/4 SEC 36	11.533
1.7	N 1/4 SEC 36	11.533
1.8	N 1/4 SEC 36	11.533
1.9	N 1/4 SEC 36	11.533
1.10	N 1/4 SEC 36	11.533
1.11	N 1/4 SEC 36	11.533
1.12	N 1/4 SEC 36	11.533
1.13	N 1/4 SEC 36	11.533
1.14	N 1/4 SEC 36	11.533
1.15	N 1/4 SEC 36	11.533
1.16	N 1/4 SEC 36	11.533
1.17	N 1/4 SEC 36	11.533
1.18	N 1/4 SEC 36	11.533
1.19	N 1/4 SEC 36	11.533
1.20	N 1/4 SEC 36	11.533

LEGEND
 SET TO BE RECORDED
 MAP NUMBER 1000



George A. Steinhilber
 GEORGE A. STEINHILBER, R.S. & M.S.
 10000 GARDNER DRIVE
 HOUSTON, TEXAS 77036

DATE: 08/22/2013

A 11.533 ACRE TRACT
 OUT OF
 THE SEFORANO DELA GARZA SURVEY #304,
 THE A.F. GORTNER SURVEY #1,
 THE J.E. HENRY SURVEY #1,
 AND THE D.L. LAUGHLIN SURVEY #9
 COKE COUNTY, TEXAS