

Area 171
Tracts 84 & 85
Acreage 87.55

AGRICULTURAL LICENSE AGREEMENT

THE STATE OF TEXAS §
 §
THE COUNTY OF HOPKINS §

KNOW ALL MEN BY THESE PRESENTS:

This agreement of license is made this 1st day of December 2020 by and between the City of Sulphur Springs, Texas, a Texas municipality located in Hopkins County, hereinafter called Licensor and Hopkins County, Texas, hereinafter called Licensee. In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, Licensor does hereby grant to Licensee a revocable nonexclusive agricultural license to use the following described property (hereinafter called the "Property"):

See Exhibit "A" attached.

1. **LICENSE TERM:** The term of this License shall be for one (1) year commencing on **January 01, 2021** and ending on **December 31, 2021**.
2. **LICENSE FEE:** Licensee agrees to pay Licensor the sum of **\$2.00** upon execution of this agreement, as the fixed license fee for each year. Licensee agrees to pay the fixed license fee at Licensor's office at City of Sulphur Springs, 125 South Davis Street, Sulphur Springs, Texas 75482, or at such other location as Licensor shall from time to time designate by written notice to Licensee.
3. **TERMINATION:** Either Licensor or Licensee may terminate this License, in whole or in part, upon not less than thirty (30) days prior written notice to the other party for any reason. The effective date for termination ("Termination Effective Date") shall be the earlier of (i) date specified in such notice, or (ii) the date on which Licensee vacates the property. Licensee shall promptly notify Lessor of the date on which it has vacated the Property. If Licensee has prepaid the fixed license fee in accordance with paragraph 2 above, Lessor shall refund the Refund Amount to Licensee not later than thirty (30) days following the Termination Effective Date. The "Refund Amount" shall be an amount equal to the fixed license fee prepaid by Licensee for such lease year times the number of days remaining in such lease year following the Termination Effective Date divided by 365.
4. **PERMITTED USE:** The Property may be used for the following-described agricultural purposes only, i.e., for producing hay from annual and perennial grasses and legumes and for grazing cattle. Licensee is not allowed to plant row crops on the Property. Licensee shall at all times use the Property in accordance with generally accepted sound agricultural practices and shall not permit the Property to be overgrazed. Licensee shall at all times practice good pasture management and husbandry of animals on the Property. Negligence in the treatment of livestock, overgrazing, or poor management on the Property are grounds for immediate cancellation of this

License by Licensor. Such determination of unsound agricultural practices, overgrazing, or negligence in the treatment of livestock shall be solely in the discretion of Licensor.

5. INDEMNITY AND INSURANCE:

A. **LICENSEE** agrees to release and to defend, hold harmless and indemnify **LICENSOR**, and its affiliates, including the officers, directors, employees, agents and independent contractors of each (collectively, "**LICENSOR Group**") from all losses, costs (including attorney's fees) claims, damages, judgments or causes of action, by **LICENSEE**, **LICENSEE'S** employees and any other person or entity arising out of or in any way resulting from or incident to any activity or circumstance connected with **LICENSEE'S** exercise of rights granted in this license hereunder, **EXPRESSLY INCLUDING, BUT NOT LIMITED TO, CLAIMS ATTRIBUTABLE TO COMPANY GROUP'S SOLE OR CONCURRENT (1) NEGLIGENCE, (2) STRICT LIABILITY, OR (3) OTHER FAULT OF ANY NATURE.**

B. Licensor may, at its sole discretion, require Licensee to maintain public liability insurance for the Property and the conduct of Licensee's business, naming Licensor and its officers, directors, agents, employees, and servants, as additional insureds in the amounts required by Licensor, proof of which shall be provided to Licensor upon request. Licensee shall maintain insurance on its personal property.

6. COMPLIANCE WITH LAW: Licensee shall, at Licensee's own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental and environmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with the Property because of Licensee's use thereof.

7. LICENSOR'S ACCESS: Licensor and its authorized agents have the right to enter the Property at any time for any purpose. It is understood that from time to time entry is necessary for general inspections of Licensor's facilities. This License is nonexclusive, and Licensor, its employees, agents, representatives, and others, including those parties to whom it may grant a license or an easement, may go upon, make improvements upon, use and traverse the Property and make changes in the location of or additions to Licensor's facilities located thereon without payment of compensation to Licensee.

8. ACCEPTANCE OF PREMISES: Licensee acknowledges that Licensee has fully inspected the Property and accepts the Property in its present condition as suitable for the purposes for which it is licensed. Licensee shall not make or cause to be made any improvements to the Property including, but not limited to, any buildings, shrubs, trees or signs, except (i) as approved in writing by Licensor (such approval to be granted or denied in Licensor's sole discretion) and only at the sole cost and expense of Licensee or (ii) as allowed or required by Section 14.A below.

9. CONDITION UPON TERMINATION: Upon termination of this License, Licensee shall surrender the property to Licensor in at least the same condition as received, except for

ordinary wear and tear and except for improvements to the Property allowed or required by this License. In addition, Licensor may require Licensee to remove any improvements made to the Property by Licensee before the termination of this agreement and to restore the Property to a condition satisfactory to Licensor, at Licensee's expense. Improvements that are not removed after Licensor has given notice to remove same may be removed by Licensor at the sole cost of Licensee.

10. ASSIGNMENT AND SUBLETTING: This License is personal to Licensee and may not be sold, transferred, assigned, or sublet. Any such sale, transfer, assignment, or subletting is null and void.

11. NOTICES: All written notices required under this License must be hand delivered or sent certified mail addressed to the proper party at the following addresses:

LICENSOR

City of Sulphur Springs, Texas
125 South Davis Street
Sulphur Springs, Texas 75482

LICENSEE

Hopkins County
118 Church Street
Sulphur Springs, TX 75482

Each party may change the address to which notices are to be sent by giving the other party notice, within ten (10) days, of the new address in the manner provided by this paragraph.

12. DEFAULT: If Licensee defaults in any of the terms and conditions of this License and such default is not cured within ten (10) days after such default, Licensor may at its election immediately terminate this License upon written notice to Licensee, and, upon such termination, all rights of the Licensee hereunder shall cease and come to an end. If such termination results from Licensee's default, there shall be no pro rata refund to Licensee of the unearned portion of the license fee for the then-current term or of any amounts spent by Licensee on replacing fences under Section 14.A below; however, if termination of this License is for the convenience of Licensor, Licensor shall refund to Licensee the unused prorated portion of the license fee for the then-current term.

13. ADDITIONAL PROVISIONS:

A. (1) Licensee shall clean up the Property at the beginning of this License by shredding to the extent reasonably necessary.

(2) Licensee shall not remove any of Licensor's fences now or hereinafter situated on the Property on its perimeter, but Licensee may install gates, at Licensee's expense, in a good and workmanlike manner, in such fences to provide access to the Property. Licensee may, at Licensee's expense, construct additional fences and corral in or about the Property; all fences so constructed by Licensee are the property of Licensor.

(3) Licensee shall maintain and repair all fences on the Property and its perimeter so as to keep animals from straying to other premises. Licensee shall be solely responsible for gathering its stray cattle regardless of how the cattle get loose.

(4) Licensor, at Licensor's sole discretion, shall determine when perimeter fences are beyond repair and in need of replacement. Upon written notice from Licensor of such need for replacement, Licensee shall replace such designated fences according to Licensor's specifications. Replacement fences added under this paragraph shall remain the property of Licensor.

B. During the term of this License or any extension thereof:

(1) Licensee shall not cut or remove any timber from the Property, nor erect or place any buildings or other structures thereon, including, without limitation, boat ramps and piers;

(2) Licensee shall not use the Property in any way which would cause erosion or washing; if erosion or washing should occur, Licensee shall take all actions required by Licensor to halt and correct the same;

(3) Licensee may use chemicals and pesticides, as defined by law, on or about the Property without prior written permission of Licensor, provided any such use must be in compliance with pesticide regulations for the State of Texas as set forth in V.T.C.A., Agriculture Code, Chapter 76, and other applicable laws and regulations; Licensee agrees to indemnify and hold harmless Licensor from any and all claims resulting from said uses;

(4) Licensee shall not discharge firearms, hunt, fish or use vehicles for recreational purposes upon the Property nor allow others to do so;

(5) Licensee shall commit no waste;

(6) Licensee shall not participate in government programs without Licensor's written approval.

(7) Licensee shall permit no use of the Property that will or might cause pollution of surface and underground waters.

(8) Licensee shall comply with any and all governmental and environmental regulations. Licensee shall refrain from storage of any and all toxic chemicals and will avoid disposal of pesticide containers or other hazardous waste on the Property.

(9) Licensee shall mow or chemically treat the weeds and scrub vegetation on the Property at least once in each year. If chemically treated the application of chemicals must be done prior to July 1st. Licensee shall notify Licensor 48 hours in advance of such treatment. Upon request, Licensee shall furnish the name of the party who made the application and furnish receipts evidencing payment. If not

chemically treated, property must be shredded by October 1st or lease shall be terminated.

C. Any and all payments for surface damage by mineral owner or mineral lessee shall be paid solely to Licensor.

D. Licensor shall pay all ad valorem taxes on the Property, and Licensee shall pay all ad valorem taxes on all Licensees' improvements and personal property situated on the Property.

14. PRIOR AGREEMENTS: This License constitutes the sole and only agreement of the parties to the License and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this License.

15. TEXAS LAW: This License shall be construed under, and in accordance with, Texas law.

16. AMENDMENT: No amendment, modification, or alteration of the terms of this License is binding unless it is in writing, dated subsequent to this License, and duly executed by the parties to this License.


17. ADDENDUM: The Addendum, if any, attached to this License and signed by both parties is a part of this License.

EXECUTED as of the 1st day of December 2021.

LICENSOR:

City of Sulphur Springs, Texas

By:



Marc Maxwell, City Manager

LICENSEE:



Robert Newsom, County Judge
118 Church Street
Sulphur Springs, TX 75482

3-25-21
Date

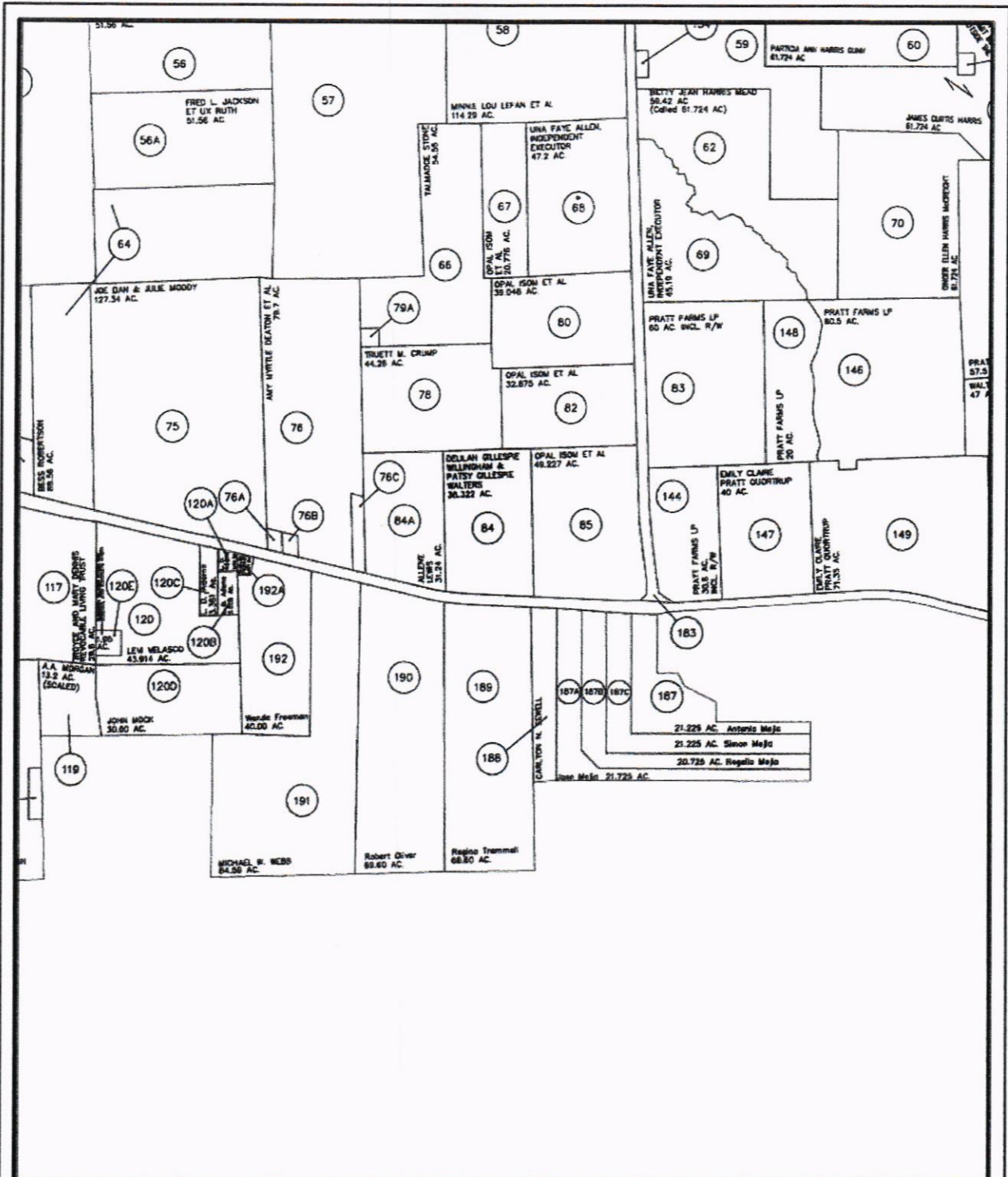
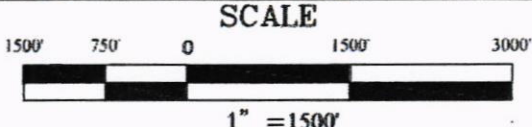


EXHIBIT "A"

DATE 5/22/2017
 DWG BY KRB

MIKE ODELL HOPKINS CO
 AREA 171

CONFIDENTIAL
 INTERNAL USE
 ONLY



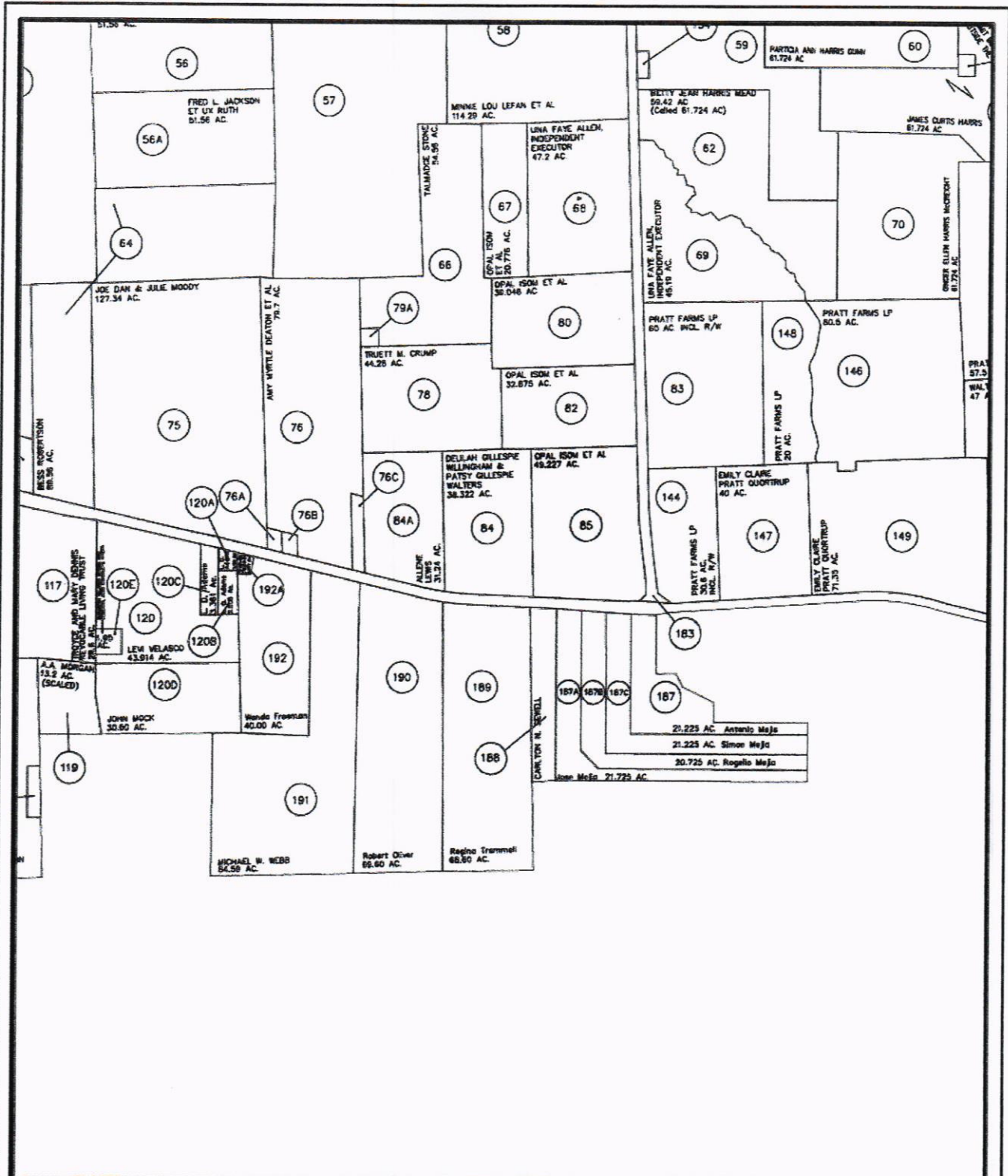
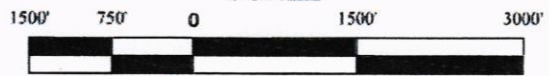


EXHIBIT "A"

DATE 5/22/2017
 DWG BY KRB

MIKE ODELL HOPKINS CO
 AREA 171

CONFIDENTIAL
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 ONLY



SCALE

1" = 1500'