

RESOLUTION NO. 24-015

A RESOLUTION OF THE CITY OF MARLIN, TEXAS, APPROVING A ONE-YEAR EXTENSION OF A GRAZING AND FARMING LEASE AGREEMENT; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE GRAZING AND FARMING LEASE AGREEMENT; PROVIDING FOR SEVERABILITY, SAVINGS, OPEN MEETINGS, AND EFFECTIVE DATE CLAUSES.

WHEREAS, the Parties entered into the written GRAZING AND FARMING LEASE AGREEMENT which terminated on September 30, 2023;

WHEREAS, Lessor owns approximately 25 acres upon which Lessee leases for the purpose of growing crops and grazing of livestock;

WHEREAS, the City of Marlin, Texas, as Lessor, and William Walker as Lessee, intend and desire to extend the GRAZING AND FARMING LEASE AGREEMENT for another one-year term; and

WHEREAS, the GRAZING AND FARMING LEASE AGREEMENT shall continue in effect under the same exact terms and conditions except as specifically amended herein or except as amended by any subsequent instrument by the City Council for the City of Marlin;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARLIN, TEXAS, that:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Approval of One Year Extension of the Lease Term. The City Council for the City of Marlin, Texas ("City Council") approves and authorizes a one-year extension of the GRAZING AND FARMING LEASE AGREEMENT commencing on the October 1, 2024 and ending on September 30, 2025.

Section 3. Authorization to Execute Agreement. The City Council authorizes the Mayor to execute the AMENDMENT TO THE GRAZING AND FARMING LEASE AGREEMENT attached to this Resolution as **Exhibit "A."**

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this Resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Resolution or its application to other persons or sets of circumstances shall not be affected thereby. Therefore, all provisions of this Resolution are declared to be severable for that purpose.

Section 5. Savings Clause. All rights and remedies of the City of Marlin are expressly reserved and saved as to any and all contractual rights which have accrued at the time of the effective date of this Resolution whether such rights are the subject of any pending claim or suit, such

rights shall not be affected by this Resolution, and any claim asserting or defending such rights may be prosecuted or litigated until final disposition by the courts.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

Section 7. Effective Date. This Resolution shall take effect upon its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

PASSED AND APPROVED on the 15 day of October, 2024.

ATTEST:

CITY OF MARLIN, TEXAS



Maryann Waddle, City Secretary



Susan Byrd, Mayor

Exhibit "A"

AMENDMENT TO THE GRAZING AND FARMING LEASE AGREEMENT

FIRST AMENDMENT TO THE GRAZING AND FARMING LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE GRAZING AND FARMING LEASE AGREEMENT ("Lease Amendment") is made and entered into as of October 1, 2024 ("Effective Date") to amend an existing Grazing and Farming Lease Agreement ending on September 30, 2023, by and between the **CITY OF MARLIN, TEXAS**, ("Lessor"), and **WILLIAM WALKER**, ("Lessor") (with the "Landlord" and "Tenant" constituting the "Parties" and each, "Party").

WHEREAS, the Parties entered into the GRAZING AND FARMING LEASE AGREEMENT which terminated on September 30, 2023;

WHEREAS, Lessor owns approximately 25 acres upon which Lessee uses for the purpose of growing crops and grazing of livestock;

WHEREAS, Lessor and Lessee intend and desire to extend the GRAZING AND FARMING LEASE AGREEMENT for another one year term;

WHEREAS, the GRAZING AND FARMING LEASE AGREEMENT shall continue in effect under the same exact terms and conditions except as specifically amended herein except as amended by this instrument;

NOW THEREFORE, Lessor and Lessee, for and in consideration of the rents, covenants and mutual agreements hereinafter contained, the receipt and adequacy of which is acknowledged, agree as follows:

- 1. Term.** The term of the GRAZING AND FARMING LEASE AGREEMENT, by and through this Lease Amendment, shall be extended for an additional one-year (twelve months) period, commencing on the October 1, 2024, and ending on September 30, 2025.
- 2. Terms of Lease.** The remaining terms and conditions of the GRAZING AND FARMING LEASE AGREEMENT shall remain in full force and effect except as expressly amended by this instrument.
- 3. Intent of the Parties.** It is the express intent of the Parties that all of the terms and conditions of the GRAZING AND FARMING LEASE AGREEMENT shall remain in full force and effect and enforceable except as expressly amended herein by this Lease Amendment. It is also the express intent of the Parties that the GRAZING AND FARMING LEASE AGREEMENT shall be read and construed together to carry out and fulfill the intent of the Parties to the GRAZING AND FARMING LEASE AGREEMENT and this Lease Amendment.
- 4. Amendment.** This Amendment shall be enforceable and in effect once it has been approved and executed by all Parties.

IN WITNESS WHEREOF, the undersigned Parties have executed this Lease on the date set forth below:

LESSEE:



William Walker

Date: October 29, 2024

LESSOR:

CITY OF MARLIN, TEXAS

By: 

Mayor

Date: October 28, 2024

Attest:



City Secretary