

WHEREAS, the City of Dallas owns certain land which it used for Lake Ray Hubbard (the "Property"); and

WHEREAS, Eugene Bragg Smith, Jr. Trust dba E-Bar-S Ranch, currently maintains a month-to-month lease on approximately 275 acres of the Property (the "Premises") for use for agricultural purposes and now desires to enter into a longer term Lease Agreement for the same use, as Lessee with the City of Dallas, as Lessor; and

WHEREAS, the City of Dallas is agreed to entering into a fixed term Lease Agreement for the Premises.

Now, Therefore,

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

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a lease agreement (the "Lease") between Eugene Bragg Smith, Jr. Trust dba E-Bar-S Ranch, or its successor and assigns, as lessee hereinafter referred to as "Lessee", and the City of Dallas, a Texas municipal corporation, as lessor, hereinafter referred to as "City", for approximately 275 acres of City-owned land located in Dallas and Kaufman Counties, Texas (the "Premises") to be used as for cattle grazing.

SECTION 2. That the special terms and conditions of the lease are:

(a) The lease is for a term of five (5) years, beginning January 1, 2026 and ending December 31, 2030, with two (2) five (5) year renewal options upon mutual agreement of parties.

(b) Annual. rental payments during the term shall be as follows:

January 1, 2026 – December 31, 2026	\$2,155.00 per year
January 1, 2027 – December 31, 2027	\$2,219.00 per year
January 1, 2028 – December 31, 2028	\$2,286.00 per year
January 1, 2029 – December 31, 2029	\$2,355.00 per year
January 1, 2030 – December 31, 2030	\$2,425.00 per year

(c) The cost of maintaining, securing and providing general upkeep of the Premises, in support of its use as part of the watershed for the Lake Ray Hubbard reservoir, is considered in the calculation of the Annual Rental Payment. Such upkeep shall include, but is not limited to, the installation of security fencing and security gates, disposing of debris, clearing the land of shrubs and trees and repairing levees as needed.

SECTION 2. (continued)

- (d) The Premises are to be used by Lessee for agricultural purposes.
- (e) Lessee shall receive and accept the Premises in its "AS-IS, WHERE IS, WITH ALL FAULTS" condition and basis.
- (f) Lessee shall be responsible for securing a Certificate of Occupancy on any improvements.
- (g) Lessee shall pay for all operation costs and any authorized or unauthorized expenses, operational or otherwise, that may be incurred by Lessee or third parties during the term of this lease related to its use of the Premises.
- (h) Lessee shall be responsible to ensure that no piers or drilling, of any kind, be permitted within the Property.
- (i) Lessee and/or Lessee's contractors shall initiate contact with Dallas Water Utilities at (214)-670-8963 and through Texas 811 at least 48 hours prior to construction.
- (j) Lessee shall be responsible for all leasehold improvements, repair and maintenance to the Premises, at no cost to City.
- (k) City reserves and has the absolute right to terminate the lease upon ninety (90) days written notice, for and at City's convenience. City may also terminate the lease for Lessee's non-compliance with the terms of the lease or Lessee's non-compliance with any federal, state or local code or regulation applicable to the Premises.
- (l) Lessee shall be responsible for the installation, maintenance and expense of its own telephone, communication and security services to the Premises.
- (m) Lessee shall pay all taxes on the Premises during the lease term.
- (n) Lessee shall be responsible for ensuring that its operations and improvements do not result in non-compliance with any local, state, or federal law.
- (o) Lessee shall obtain and maintain in full force and effect insurance, including without limitation worker's compensation, liability, and risk insurance, on the Premises in such form and amounts as City shall require.
- (p) Lessee shall pay the cost of all utility services and initial connection charges including but not limited to all charges for gas, water and electricity serving the Premises.

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SECTION 2. (continued)

- (q) Lessee shall pay all charges for sanitation services.
- (r) Lessee shall be responsible for securing the Premises and general upkeep. The Premises shall be kept free of debris.
- (s) Lessee shall not assign, encumber, or convey the Lease or sublet the Premises or any part thereof without the prior written consent of City.

SECTION 3. That the Chief Financial Officer be and is hereby authorized to receive and deposit funds from Lease Agreement in Dallas Water Utilities Fund, Fund 0100, Dept DWU, Unit 7005, Revenue Code 8482, Encumbrance/Contract No. DWU-2026-00028976.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

APPROVED AS TO FORM:
TAMMY L. PALOMINO, City Attorney

BY: 
Assistant City Attorney