



RESOLUTION NO. 20191126-13

RESOLUTION APPROVING A LEASE ADDENDUM TEMPLATE FOR FERAL HOG DISPOSAL

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, there is a need to attempt to control the feral hog population due to the damage they are causing to property owned by TexAmericas Center and utilities by our tenants; and

WHEREAS, tenants and contractors have expressed a desire to help TexAmericas Center with this issue by being able to trap and dispose of feral hogs; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the lease addendum template for feral hog disposal is approved per the attached agreement.

PASSED and APPROVED this 26th day of November, 2019.


Boyd Sartin, Chairman of the Board

ATTEST:


Ben King, Secretary

Attached: Feral Hog Disposal Lease Addendum Template

FERAL HOG DISPOSAL ADDENDUM

Lessor: TexAmericas Center

Lessee: _____

Guarantor: _____

Premises Leased Address: _____

Date of Original Lease: _____

This Addendum is executed by and between Lessor and Lessee to amend and modify the above-referenced Lease and to be effective as a part of the _____ Lease as of the date of execution by the later of the parties to execute the same.

For and in consideration of the mutual covenants contained herein, the parties do amend and modify the Lease as follows:

1. Tenant may allow its employees and contractors (Hunters) to (1) trap feral hogs, (2) haul off the live feral hogs to a certified location and/or (3) dispose of said feral hogs by killing them and removing the carcasses from the Leased Premises during the Lease Term. Dead hogs may not be buried upon the Leased Premises. The area in which trapping and/or disposing of the feral hogs is permitted is described as follows:

_____ the entire Lease Premises; or
_____ only the Premises described as follows: _____

2. Feral Hogs may be disposed of by killing them only after they have been trapped. No open hunting is permitted on the Leased Premises. Each person using a trap or firearm must execute and deliver to Lessor, Lessor's Standard Release, Indemnity, and Assumption of Risks document, a copy of which is attached hereto as EXHIBIT "A" and incorporated herein for all purposes.

3. Hunters may use only the following weapons:

- Rifle: rimfire caliber no larger than .22
- Handgun: rimfire caliber no larger than .22

4. This Addendum does not authorize the trapping and/or hunting of any wild life other than feral hogs.

5. Tenant and/or Tenant's employees and/or Tenant's contractors may trap and remove feral hogs from the property without killing them pursuant to applicable State laws.
6. No permanent structures may be erected upon the Leased Premises for trapping purposes. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Leased Premises for building stands or for any other purposes is strictly prohibited.
7. Lessor reserves the right to impose additional restrictions on the use of the property for trapping or hunting as maybe necessary in the sole judgement of Lessor to protect the property or other game animals on the property.
8. Tenant agrees to hold Lessor, its officers, directors and employees harmless and against any and all claims of loss, damages, liabilities, personal injuries, death, or expenses (including but not limited to court costs, litigation expenses and attorney's fees) incurred as a result of any injury to or death of any person or persons or any damaged property in any way arising out of or connected with the activities authorized by this Addendum or connected with the activities by its employees and/or contractors or any other person on the property under the authority of this Addendum.
9. TexAmericas Center can terminate this Addendum agreement immediately and without cause upon written notice to Tenant as provided in the Lease Agreement. Termination of this Addendum shall not terminate the Lease Agreement which shall continue in full force as if this Addendum were never executed.

EXECUTED and EFFECTIVE as of the date of the later to sign of the parties.

LESSOR (LANDLORD):

LESSEE (TENANT):

TEXAMERICAS CENTER

By: _____
 Name: Scott Norton
 Title: Executive Director/CEO
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

GUARANTOR:

By: _____
 Name: _____
 Title: _____
 Date: _____