



EXCLUSIVE USE CALICHE LEASE

THE STATE OF TEXAS §
§
COUNTY OF GRAY §

This agreement by and between _____, hereinafter called "LESSOR", and Gray County, Texas located at 205 N. Russell Pampa, Gray County, Texas 79065, hereinafter called "LESSEE".

WITNESSETH:

LESSOR, further consideration of the covenants and agreements hereinafter set forth to be kept and performed by **LESSEE**, have this day and by these presents do lease and let unto **LESSEE** for a period of twelve (12) months beginning _____ and ending _____.

Land located in Section ____ , Blk ____ , _____ Survey, Gray County, Texas

LESSEE shall not sublet or assign this lease for any purpose without the express written agreement of **LESSOR**.

THIS LEASE IS UPON THE FOLLOWING TERMS AND CONDITIONS:

1. **LESSEE** shall have the right to mine, quarry and remove from the land materials as stated above in such quantity as it may desire, and the right to place upon the land all equipment, machinery, and buildings it may deem necessary, and at the expiration of the term of this lease, **LESSEE** shall have obligation to remove the same from said premises. **LESSEE** shall have the right to dig water wells upon said leased land. The location of all wells, dams, roads and other improvements shall be subject to **the LESSOR'S** consent, but such consent shall not be unreasonably withheld. Upon termination of this lease, all gas lines, water wells (does not include pumps) and water lines installed by **LESSEE** shall become property of **LESSOR**.

2. **LESSEE** will pay **LESSOR** \$_____ per yard (figured on 20 yards per truck load) for caliche. Royalty payments will be paid each quarter following materials hauled from property.

3. **LESSEE** shall have the exclusive right during the term of this lease to mine and produce the above said materials from the defined area of the land leased herein.

4. **LESSOR** shall have the right to use said leased land for other purposes as they may see fit so long as such operations and the use thereof do not interfere with or deprive **LESSEE** of full exercise of the rights herein granted. **LESSEE**, its agents, and employees shall have the right of ingress and egress over and upon said leased land for the purpose herein set forth and shall be allowed access from the leased land to the nearest public roadway.

5. **LESSEE** agrees to protect the leased premises from trespassers and hereby indemnifies and holds **LESSOR** harmless from all damages and judgments and all claims whatsoever arising out of **LESSEE'S** operation on the leased premises and **LESSEE** agrees to reimburse **LESSOR** for such reasonable costs or payments and expenses incident thereto occasioned by **LESSEE'S** negligence; and **LESSEE** shall conform to all laws and regulations of every kind and character incident to **LESSEE'S** operation of the leased premises. **LESSEE** agrees that there shall be no hunting or fishing or use of firearms on the leased premises or the adjacent land by **LESSEE** invitees.

6. This lease is subject to all presently existing valid oil, gas, cellular tower, and mineral leases, and all roadway, pipeline, telephone line and electric utility line easements. This lease is subject to all the provisions and terms of all written agreements and contracts now in existence with the Agricultural Department of the United States, and **LESSOR** shall have the right to improve said lands at his discretion.

7. Upon abandonment of a pit, **LESSEE** agrees to backfill and smooth the land with overburden and to restore the sides to a slope that is acceptable for the type of material having been removed. **LESSEE** will reseed the pit until a strand of grass is obtained. It is agreed that at no time will **LESSEE'S** pits and improvement cover a total of more than thirty (30) acres exclusive of pits, which **LESSEE** has fully restored. **LESSEE** shall build and maintain cattle guards needed to ensure ingress and egress to the quarry and shall construct them in such a manner that a gate across said cattle guard can be closed and locked during any period that quarry operations on the roads are not in use. Should it be necessary for **LESSEE** to move any fences, it agrees to replace the same fences in kind at locations mutually agreeable to the parties hereto. **LESSEE** agrees to

remove any building or unsightly structure immediately after the abandonment of a pit.

8. Monthly reports on material removed from the land need to be emailed to:

9. Payments are to be made payable to:

and mailed monthly to:

_____.

Executed this ____ day of _____, 2024.

LESSEE

LESSOR

Chris Porter

Gray County Judge

