

LEASE AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

That this Lease Agreement made this day by and between SAMMYE LYNN DIETZ, individually and doing business as DIETZ GUN SHOP AND RANGE, of Comal County, Texas, hereinafter referred to as Lessor, and the CITY OF NEW BRAUNFELS, a municipal corporation, acting herein by and through its duly authorized City Manager, as Lessee:

WITNESSETH:

The said Lessor, in consideration of the hereinafter stated premises and the improvements to its property, does by these presents LEASE unto the said Lessee the following described premises, together with all the rights connected therewith, situated in the County of Comal, Texas, and being more particularly described as follows, to-wit:

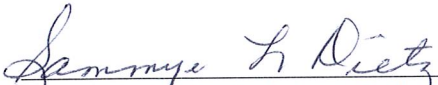
The said firing range to be located on the property owned by Lessor upon which she maintains the DIETZ GUN SHOP AND RANGE. This property, located in Comal County, Texas, is approximately six (6) miles west from the intersection of Kerlick Lane and SH 46, at a point two (2) miles past FM 2722, thence approximately three-fourth (3/4) miles off of said SH 46.

Said Lease being made for the purpose of Lessee conducting a pistol, rifle, and shotgun range for the peace officers of the City of New Braunfels, Texas, upon said property, and said Lease being subject to the following terms, conditions and agreements.

- (1) The term of this Lease shall be for a period of five (5) years, commencing on the 1st day of August, 2016, and ending on the 31st day of July, 2021.
- (2) As consideration of this Lease, Lessee agrees to pay the Lessor the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per year payable on or before the 1st day of August of each year; and further, Lessee agrees and obligates itself to maintain with city equipment including mowing, a pistol, rifle and shotgun firing range site for the peace officers of the City of New Braunfels, Texas, with the peace officers to have full benefits of using the range at all times. The peace officers of the City of New Braunfels, Texas, will at all times have full benefits of all facilities free of charge at the pistol, rifle, and shotgun firing range site, provided they use the said target frames and targets designated for peace officers. Any other law enforcement or city personnel shall be accompanied at all times by a New Braunfels Peace Officer. Upon completion of firing, peace officers will clean the police range site.

- (3) Lessor agrees to maintain proper access to the pistol range at all times at Lessor's expense. Lessor further agrees to prevent unauthorized use of the leased premises by other individuals except as stated hereinabove.
- (4) In the event of default of Lessee in any of the conditions or covenants of this Lease, or in the payment of the rental when due, Lessor may terminate the Lease and re-enter the said premises, and upon said termination, Lessee agrees to surrender the same without further notice.
- (5) At the termination of this Lease, Lessee shall deliver the leased premises in good order and condition, consistent with the use of said property as authorized hereby.
- (6) Lessee or Lessor shall have the option to terminate this Lease at any time during the lease term, upon written notification being sent to either party at least thirty (30) days prior to such action.
- (7) Lessee shall have the option to renew this Lease upon the same terms and conditions herein provided for an additional term of five (5) years, and with such option to be exercised in writing by Lessee thirty (30) days prior to termination of the primary term hereof. Said written notice shall be mailed to Lessor's last known address.
- (8) Lessor agrees, at the expiration of this Lease, Lessee shall have no further obligation with respect to this agreement.
- (9) Copies of the Lease will be posted at the New Braunfels Law Enforcement Center and Dietz Gun Shop and Range.

EXECUTED in duplicate originals, this the 14 day of July, 2016.


SAMMYE LYNN DIETZ DIETZ,
Individually and
d/b/a/ DIETZ GUN SHOP AND RANGE

CITY OF NEW BRAUNFELS, TEXAS

By: 
ROBERT CAMARENO, CITY MANAGER

APPROVED AS TO FORM:


Valeria M. Acevedo, City Attorney