

EXHIBIT
"A"

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF ROUND ROCK, TEXAS, a Texas home rule city, (hereinafter referred to as the "City") and WASTE SPECIALTIES, LLC, a Texas limited liability company (hereinafter referred to as "Lessee").

Date: August __, 2024

City: CITY OF ROUND ROCK, TEXAS, a municipal corporation

City's Address: 221 East Main Street
Round Rock, Texas 78664

City's Parcel A parcel of land containing approximately thirty-two acres of land located in the 1000 block of N. Red Bud Lane as depicted in Exhibit "A," attached hereto and incorporated herein.

Lessee: WASTE SPECIALTIES, LLC, a Texas Limited Liability Company

Lessee's Address: 1111 Old Red Ranch Rd.
Dripping Springs, TX 78620

Lease Premises: Three structures consisting of a Pole Barn, Horse Barn, and Garage as labeled on Exhibit "B," attached hereto and incorporated herein, and hereinafter referred to as the "Lease Premises." In addition, Lessee shall have the right of ingress and egress from N. Red Bud Lane, via the "Access Driveway" depicted on Exhibit "B." Lessee shall not have the right to use any other roads or to occupy any other premises on the City's Parcel.

Lease Commencement Date: The ___ day of _____, 2024.

Lease Expiration Date: The ___ day of _____, 2025.

Lease Term: Twelve months.

Lease Rent: In consideration of the City's lease of the Lease Premises to the Lessee, the Lessee agrees to provide the following goods and services:

- 1) to provide and deliver at least twenty (20) 30-cubic yard Roll-Off Dumpsters at no charge to the City;
- 2) to place the Roll-Off Dumpsters at the locations requested by the City on the City's parcel for the for the purpose of cleaning up the City's property;
- 3) when the Roll-Off Dumpsters are full and at the request of the City, Lessee shall haul away and dispose of the debris in the Dumpsters;
- 4) if requested by the City, Lessee agrees to provide the City with additional Dumpsters and hauling services at discounted rates as mutually agreed by the City and Lessee; and
- 5) in addition, Lessee shall provide designated boxes for scrap metal, and the proceeds from the sale of same shall be retained by Lessee as payment in full for hauling services.

Permitted Uses: Lessee shall use the Lease Premises solely for the purpose of storing, repairing, and painting dumpsters.

ARTICLE I

Consideration. The parties hereto expressly stipulate that this Lease Agreement is entered into in consideration of the Lease Rent described above, the use of the Lease Premises as recited herein, and other good and valuable consideration given, the receipt and sufficiency all of which is hereby acknowledged.

Leasing of Premises. Subject to and upon the terms and conditions set forth herein, and each in consideration of the duties, covenants, and obligations of the other hereunder, City hereby leases to, and Lessee hereby leases from City, the Lease Premises. The parties hereto expressly stipulate that the Lease Premises is not a dwelling as defined in V.T.C.A., Property Code §92.001(1).

ARTICLE II

Performance Representations by Lessee. Lessee hereby covenants and agrees to do the following:

1. Lease the premises for the Lease Term, on the terms and conditions enumerated herein, beginning on the Lease Commencement Date, and ending on

the Lease Expiration Date.

2. Provide the Lease Rent, in the form of dumpsters and services as described above, to City .
3. Independently arrange to have any utilities needed by Lessee to be provided by utility service providers, and Lessee. shall pay for all such utility services used by Lessee which are not provided by City.
4. Pay all operating expenses for the Lease Premises, including cleaning and maintenance of the building, and repair and maintenance of the access road and parking spaces.
5. Obey all laws, rules, regulations, and terms of the lease and of the use, condition, and occupancy of the Lease Premises, including the rules and regulations adopted by City from time to time.
6. Vacate the Lease Premises upon termination of this lease.
7. Allow City to enter the premises to perform City's obligations, or to reasonably inspect the premises, or at reasonable times to show the premises to prospective purchasers or tenants.
8. Submit written notifications and/or requests to City relative to any events of consequence involving the premises.
9. Maintain general liability insurance for the Lease Premises, with City named as additional insured, in the amount of \$2,000,000, and provide the City with an Insurance Certificate.
10. Maintain appropriate insurance on Lessee's personal property located within the Lease Premises.
11. Deliver certificates of insurance to City.
12. Indemnify, defend, and hold City harmless from any loss or claim arising out of Lessee's use of the Lease Premises or resulting from Lessee's failure to comply with applicable provisions of the lease.
13. Upon request of City, execute an estoppel certificate stating the commencement and expiration dates of the lease, identifying any amendments to the lease, describing any rights to extend the lease term, listing defaults, and providing any other related information reasonably requested.

Prohibition Representations by Lessee. Lessee hereby covenants and agrees not to do the following:

1. Use the Lease Premises for purposes other than the Permitted Lease Use.
2. Create a nuisance.
3. Interfere with City's ownership or management of the building.
4. Permit any waste.
5. Use the Lease Premises in a way that is extra-hazardous, that would increase insurance premiums, or that would void insurance on the structure.
6. Change City's lock system, except as permitted in writing.
7. Alter the Lease Premises or place any exterior sign on the premises, without City's consent.
8. Allow a lien to be placed on the Lease Premises.
9. Assign this lease or sublet any portion of the Lease Premises without City's prior written consent.

ARTICLE III

Performance Representations by City. City hereby covenants and agrees to do the following:

1. Lease the Lease Premises to Lessee for the Lease Term, on the terms and conditions enumerated herein, beginning on the Lease Commencement Date, and ending on the Lease Expiration Date.

ARTICLE IV

Default by Lessee

1. Default by Lessee shall be defined as (a) failing to provide the Lease Rent, or (b) failing to begin a reasonable attempt to comply, within ten (10) days of receiving written notice from City, with any substantive provision of this lease other than the defaults set forth in this paragraph 1 of Article IV.

2. City's remedies for Lessee's default are to enter and take possession of the Lease Premises, and/or terminate this lease by proper written notice.

Default by City

1. Default by City shall be defined as (a) City failing to comply with applicable provisions of the lease which constitute default.
2. Lessee's remedies for City's default is limited to only terminating this lease.

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or as provided by law.

ARTICLE V

Keys. City will provide Lessee with an adequate number of keys to the Lease Premises. No additional locks shall be allowed on the Lease Premises without City's consent. Upon termination of this lease, Lessee shall surrender to City all keys to the Lease Premises.

ARTICLE VI

Use. Lessee will use the premises only for purposes specifically provided herein. Any use of the premises which will affect the appearance of the structure or unreasonably interfere with neighbors must have City's prior written approval.

Access. Lessee and its employees shall have access to the premises at all times. The City shall also have access to the premises at all times.

ARTICLE VII

Lessee's Obligations. Lessee covenants and agrees that it will not injure the structure or the premises but will take the same care thereof which a reasonably prudent person would take of his/her own property, and upon termination of this lease, Lessee will surrender and deliver up the premises to City in as nearly identical condition the premises were in on the commencement date of this lease; subject, however, and except for ordinary wear and tear and damage arising from fire or other casualty. Lessee agrees, at its cost and expense, to repair or replace any part of the premises damaged as a proximate result of negligent or wrongful acts or omissions of Lessee or its agents, employees, representatives, invitees, licensees or visitors and to repair damage to the building proximately caused by the negligence or wrongdoing of Lessee or its agents, employees or representatives acting within the scope of their agency, employment or representation; provided, however, that if Lessee should fail or refuse to make such repairs or replacements with reasonable promptness after written notice from City (having due regard to the nature of the required repairs

or replacements and the effect of delay in making same on the appearance of the building or danger of injury to or interferences with others), then City may, at its option but without any obligation to do so, enter the premises and make such repairs or replacements on the premises, should they be required, and Lessee shall repay the actual costs thereof upon demand.

ARTICLE VIII

Alterations by Lessee Lessee shall not make any alterations to or additions to the Lease Premises without City's prior written consent to and approval thereof.

City's Rights Upon Termination of Lease. All of Lessee's improvements, fixtures and equipment of every description (unless such improvements, fixtures and equipment are removable without damage to the premises), any alterations or additions to the premises including those made with written consent, and any other article incorporated in or permanently affixed to the floor, wall or ceiling of the premises, shall become the property of City and shall be and remain upon and be surrendered with the premises as a part thereof at the termination of this lease, Lessee hereby waiving all rights to any payment or compensation therefor. In the event City requests that Lessee remove any of Lessee's removable fixtures, equipment or property located in or about the premises or the building at the termination of this lease, Lessee shall promptly remove same at its sole risk, cost and expense, and upon Lessee's failure to remove same, City may remove same at Lessee's expense.

ARTICLE IX

Lessee's Compliance With Laws. Lessee will at its own cost and expense comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having jurisdiction thereof) relating to the use, condition or occupancy of the premises, including having sole responsibility and liability for making improvements to the building which make it ADA compliant; will install, remove or alter such of Lessee's fixtures, equipment and facilities in the premises as may be necessary so to comply; and will not engage in any activity which would cause City's fire and extended coverage insurance to be canceled or the rate therefor to be increased over the rate which would have been charged had such activity not been engaged in by Lessee (or in such event, at Lessee's option, Lessee will pay the amount of any such increase).

ARTICLE X

Release of Claims/Subrogation. City and Lessee hereby release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, the parking facilities, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of either party. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

Notice to Insurance Companies. City and Lessee shall notify the issuing insurance companies of the release set forth in the first paragraph of this Article XI, and shall have the insurance policies endorsed, if necessary, to prevent invalidation of coverage.

ARTICLE XI

Casualty/Total or Partial Destruction. If the premises are damaged by casualty, the City may, at its sole option, choose not to restore the premises. In that case, this lease agreement will terminate.

ARTICLE XII

No Arbitration. In the event of any dispute regarding terms or performance of terms of this lease, it is agreed by all parties that such dispute shall not be subject to arbitration.

ARTICLE XIII

As Is, Where Is. Lessee acknowledges that it has been provided sufficient opportunity to inspect, examine, and investigate the Lease Premises. Lessee warrants, acknowledges, and agrees that it is relying solely on its own inspections, examinations, and investigations of the property in making the decision to lease the property and is accepting the property in its “as is, where is” condition “with all faults” and defects and specifically and expressly without any warranties, representations, or guarantees, either express or implied, as to its condition, fitness for any particular purpose, or any other warranty of any kind, nature, or type whatsoever from or on behalf of City. City specifically disclaims any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning (a) the nature, quality, or condition of the property, including without limitation, structural integrity; (b) the suitability of the property for any and all activities and uses which Lessee may conduct on the property; (c) the habitability, or fitness for a particular purpose of the property; (d) the manner or quality of the construction or materials, if any, incorporated into the property, (e) the manner, quality, state of repair or lack of repair of the property, (f) the presence or absence of hazardous materials at, on, under, or adjacent to the property or any other environmental matter or condition of the property, or (f) any other matter with respect to the property. Lessee further acknowledges that it is a sophisticated and experienced lessee of properties such as the property.

ARTICLE XIV

Hazardous Substances. The term “Hazardous Substances,” as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substance, the handling, transportation, and removal of which is required, or the use of which is restricted, prohibited or penalized by any “Environmental Laws,” which term shall mean any federal, state or local laws or ordinances relating to pollution or protection of the environment, including, without limitation, asbestos-containing materials. Lessee hereby agrees that, (i) no activity will be conducted on the

Lease Premises that will produce any Hazardous Substances, except for such activities that are part of the ordinary course of Lessee's permitted use, provided said permitted activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by City; (ii) the Lease Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Lessee's permitted use, provided such permitted materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by City, (iii) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or may constitute a public or private nuisance, (iv) Lessee will not permit any Hazardous Substances to be brought onto the Lease Premises, except for the permitted materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Lessee agrees to indemnify and hold City harmless from all claims, demands, actions, liabilities, costs, discharge, disposal or contamination of Hazardous Substances on or about the Lease Premises. The foregoing indemnification shall survive the termination or expiration of this Lease.

Abandoned Property. City may retain, destroy, or dispose of any property left and abandoned on the premises at the end of the lease term and any renewals.

ARTICLE XV

Severability Clause. If any term, covenant, condition or provision of this lease, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this lease or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than such as to which it shall have been invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

ARTICLE XVI

Notices. Any notice or communication to parties required or permitted to be given under this Lease shall be effectively given only if in writing and such notice shall be considered received three (3) days after depositing such notice in the U.S. registered or certified mails, postage prepaid, return receipt requested, or by commercial overnight courier service, addressed as follows:

- (a) If addressed to City:

City of Round Rock, Texas
221 East Main Street
Round Rock, TX 78664
Attention: City Manager

With a copy to:

Stephanie L. Sandre
Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, TX 78664

(b) If addressed to Lessee:

Waste Specialties, LLC
1111 Old Red Ranch Rd.
Dripping Springs, TX 78620
Attention: Michael E. Levengco

provided, however, that any party shall have the right to change the address to which notices shall thereafter be sent by giving notice to the other party as aforesaid, but not more than two addresses shall be in effect at any given time for City and Lessee hereunder.

ARTICLE XVII

Attorneys' Fees. In the event of litigation between City and Lessee wherein one or both parties is seeking to enforce any right or remedy hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred in connection with such litigation from the other party.

ARTICLE XVIII

Applicable Law. This lease shall be governed by and construed in accordance with the laws of the state of Texas, and venue shall lie in Williamson County, Texas.

ARTICLE XIX

Miscellaneous Provisions. The parties hereto agree as follows:

(a) Binding Effect. The covenants and agreements herein contained shall inure to and be binding upon City, its successors and assigns, and Lessee, its successors, and assigns; provided such reference to assigns is not intended to imply or grant any right on the part of either party to assign this lease.

(b) Incorporation of Exhibits. All exhibits, schedules and attachments referred to in this lease are hereby incorporated by reference for all purposes as fully as if set forth at length herein. This lease constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior correspondence, memoranda, agreements, or understandings (written or oral) with

respect hereto are merged into and superseded by this lease.

This lease is executed and delivered effective as of the date and year first above written.

CITY OF ROUND ROCK, TEXAS
a municipal corporation

By: _____
Craig Morgan, Mayor

Date: _____

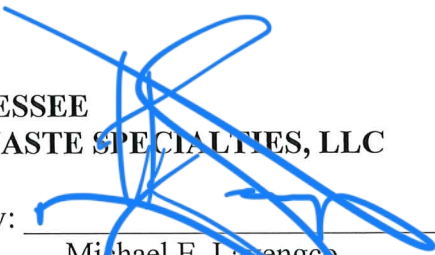
ATTEST:

Meagan Spinks, City Clerk

APPROVED AS TO FORM:

Stephanie L. Sandre, City Attorney

**LESSEE
WASTE SPECIALTIES, LLC**

By:  _____
Michael E. Lavengoa
Title: Managing Member
Date: 8/8/24

Search...

★ Tax Parcel: R576739

Owner:

CITY OF ROUND ROCK

Site Address:

N RED BUD LN, ROUND ROCK, TX 78665

[View Additional Details](#) | [Add to Results](#)



MADSEN RANGHPH2

MADSEN RANGHPH3

MADSEN RANGHPH4

R588639

R485327
S ENA SE G23A110

R547165

WHITNEY TRACET 3 BLK

R516116

WHITNEY TRACET 11

R055288

STORAGE CENTER

R532930

R020751

R320017

R320016

R320023

R020741

R015416
Burge

CORR

R576739

R020733

R485325

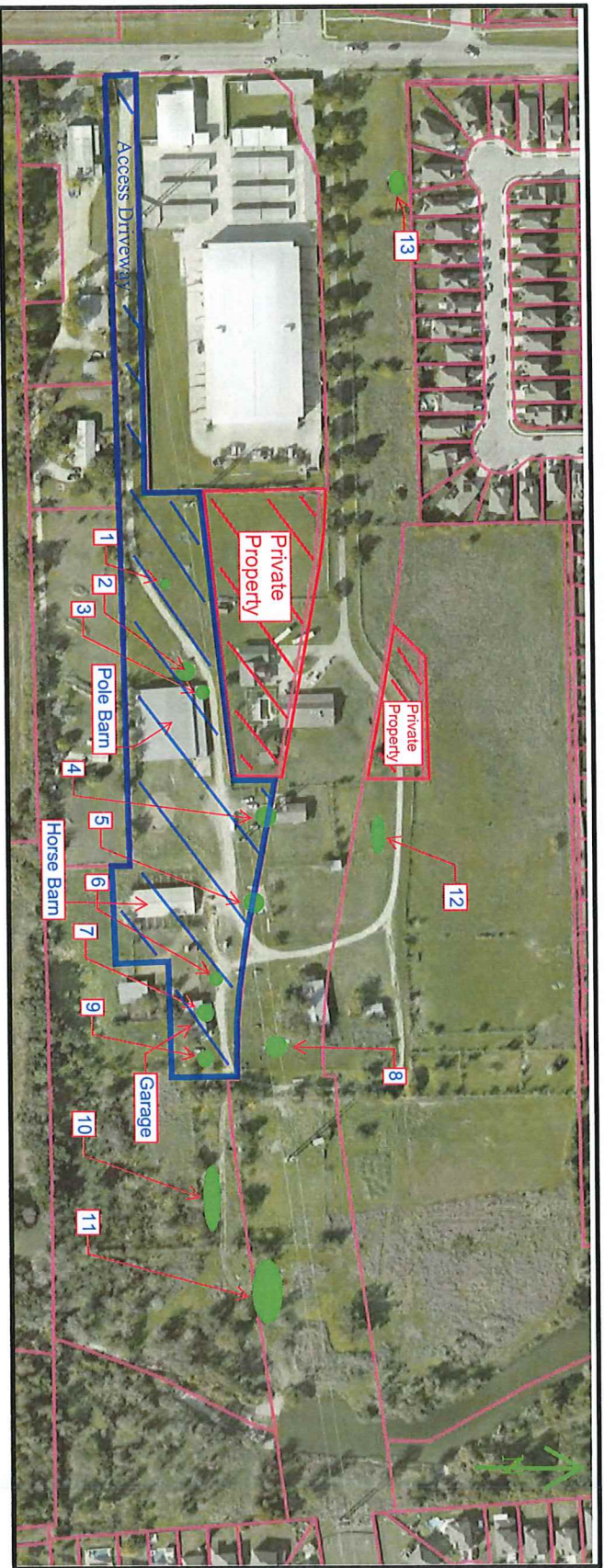
R020716

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tabbles
EXHIBIT
"A"



EXHIBIT "B"



PROPOSED DUMPSTER PAINT SITE

Areas of Debris

- 1 - Poles, turf & misc. trash
- 2 - Hay feeders & misc metal
- 3 - Chairs, silt bags, misc trash
- 4 - Misc household trash
- 5 - Sheet metal & tires
- 6 - Partially demolished structure
- 7 - Misc trash outside & inside building
- 8 - Metal feeders & scrap metal
- 9 - Fence & assorted trash along fence
- 10 - Boat, sheet metal, concrete, fence, & misc trash
- 11 - Large trash pile (Mostly wood, fence & tree branches)
- 12 - Old fence trash
- 13 - Scrap metal



WORK AREA