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**LEASE AGREEMENT
AGGREGATES STORAGE SITE**

STATE OF TEXAS)

COUNTY OF WISE)

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This Aggregates Storage Site Lease Agreement (the "Lease") is entered into by and between **J.E. SULLIVAN** (hereinafter referred to as "Lessor"), an individual having a physical home address of ~~2~~ Hill Road, Springtown, Texas 76106 and **WISE COUNTY, Wise County, Texas** (hereafter referred to as "Lessee") with mailing address of: Attn - Wise County Judge, P.O. Box 393, Decatur, Texas 76234. Authorization for Lessee to enter into this Lease was provided by an order of Wise County, Texas Commissioners Court action taken in its Court Meeting of October 8, 2007.

WITNESSETH:

For and in consideration of the mutual covenants and obligations of the parties hereto, the sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. The Lease. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor a certain area of land owned by Lessor (the "Pad Site") for the purpose of storing and removing aggregate road construction materials (being gravel, limestone, road base and similar materials). Pad Site location and size is mutually agreed and acknowledged by the parties herein, with said Pad Site being situated at and near address 1777 CR 3591, Springtown, Texas 76082, Wise County, Texas.
2. The Term. This Lease Agreement shall be for one year, and shall automatically renew for successive one year terms unless terminated under the terms and conditions as herein provided within Section 4 of this Lease.
3. Consideration. As annual rental, Lessee will pay Lessor the sum of Eighteen Hundred and No/100's Dollars (\$1,800.00) at the rate of One Hundred-Fifty and No/100's Dollars (\$150.00) per month. The due date of the monthly payments will be verbally agreed upon by Lessor and Lessee's designated representative, ~~Wise County Precinct 3~~ Commissioner, Mr. Mike Richardson.

Reviewed
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4. Termination. This Lease may be cancelled by either party at any time during the initial annual term or any renewal term of this Lease, with or without cause, by giving the other party a minimum of sixty (60) days advance written notice of such cancellation. Upon delivery of such notice, Lessee shall have sixty (60) days to remove all of the aggregate road construction materials left upon the Pad Site. Upon the termination of said Lease, any aggregate road construction materials left on the Pad Site area shall become the property of Lessor.

IN WITNESS WHEREOF, each party has executed this Lease on the date specified below and this Lease shall be effective as of the 1ST day of OCTOBER, 2007.

LESSEE: WISE COUNTY, WISE COUNTY, TEXAS

By: Bill McElhaney
Bill McElhaney, County Judge

Date: 10/16/07

LESSOR: J.E. SULLIVAN

By: J. E. Sullivan
J. E. Sullivan

Date: 10-22-2007