

Diana

Lease Agreement

For

Disabled American Veterans & Auxiliary

THE STATE OF TEXAS §

§

COUNTY OF WISE §

THIS LEASE AGREEMENT, made and entered into this the 1st day of May, 2010, by and between **DECATUR DISABLED AMERICAN VETERANS CHAPTER #70**, a non-profit organization, acting herein by and through its duly authorized agent and officer, hereinafter referred to as **DAV** and **WISE COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY**,

WITNESSETH

WHEREAS, the **DAV** provides a public benefit to the Disabled Veterans within the **WISE COUNTY** Area;

WHEREAS, The Wise County Commissioners Court hereby finds that the programs and efforts of the **DAV** benefit the citizens of **WISE COUNTY**;

NOW THEREFORE, **COUNTY** and the **DAV** hereby agree as follows:

I.

The **DAV** agrees to continue providing such public services already being provided by to the Disabled Veterans of **WISE COUNTY**.

II.

To continue these services, The **COUNTY** shall provide **THE DAV** a surface lease for and in the consideration of One Dollar (\$1.00) per year to be paid by the **DAV**, the first such payment to be made contemporaneous with the execution and delivery of this lease, does hereby **LEASE, LET, and DEMISE** unto the **DAV**, the hereinafter described land for a period of fifteen (15) years, such annual rental to be paid unto the **COUNTY** on the first day of May of each year and said lease is to commence May 1, 2010 and to continue from year to year thereafter for a period of 15 years so long as the annual rental is paid. Said land which is the subject matter of the lease being more particularly described as follows:

Being the Surface Estate only in and to the following described land:

BEGINNING at a Southwest corner of a tract of land owned by Wise County, said tract being a portion of a larger tract conveyed to Wise County by deed from J.G. Halsell, County of Wise, dated October 5, 1885, recorded in Volume 6, Page 4, Deed Records, Wise County, Texas, the Southwest corner herein referred to being a fence corner in the East right-of-way line of FM51 and the North right-of-way line of a road leading East from Highway 51 into the Wise County Reunion Grounds; THENCE from said fence corner North along fence line 575 feet for place of beginning of the tract herein described;

THENCE East and perpendicular to said fence line 150 feet to a point for corner;

THENCE South parallel with the fence and East right-of-way line on FM 51 a distance of 208 feet;

THENCE West 150 feet to fence line in said Wise County parent tract;

THENCE North 208 feet along the fence line and East right-of-way line of FM51 to the place of beginning.

III.

This Lease shall not be assignable by DAV in whole or in part and DAV shall not sublet all or any part of the leased premises.

IV.

Notwithstanding the terms hereinabove set forth, this lease will sooner terminate on the occurrence of any of the following:

- (1) Dissolution of the Corporation;
- (2) Forfeiture of the DAV's charter;
- (3) Loss of Corporation's good standing in the office of the Secretary of State of Texas or the Texas State Comptroller;
- (4) Any change in DAV's status as a non-profit organization;
- (5) Filing of a petition for voluntary or involuntary bankruptcy of the DAV;
- (6) Upon the DAVs making of an application for private club for sale of alcoholic beverages.

V.

The parties to this lease do not intend to create any third party beneficiaries of the rights contained herein. No person who is not a party to this lease may bring a cause of action pursuant to this lease as a third party beneficiary. This lease may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under the law of the State of Texas.

VI.

The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

VII.

This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

WITNESS OUR HANDS this 1st day of May, 2010.

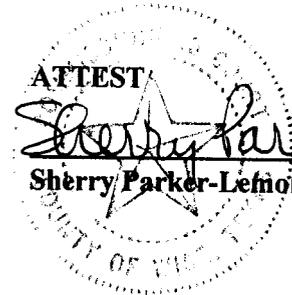
Polley Hunt Commander #70



[Signature]

WISE COUNTY TEXAS

Bill McElhaneey
Bill McElhaneey, County Judge



Sherry Parker-Lemon by Amanda Knox, Chief Deputy
Sherry Parker-Lemon, County Clerk 8-18-10