

**AMENDED LEASE AGREEMENT  
WISE COUNTY AGGREGATES AND SALVAGE AGGREGATES  
STORAGE SITE #3**

STATE OF TEXAS)

COUNTY OF WISE)

This Wise County Aggregates and Salvage Aggregates Storage Site Lease Agreement (the "Lease") is entered into by and between **Rick Woods** (hereinafter referred to as "Lessor"), an individual having a physical home address of 2548 CR 4680 Boyd, Texas, 76023 and **WISE COUNTY**, a governmental entity (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 May 13<sup>th</sup>, 2013.

**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 a certain area of land owned by Lessor ("Pad Site #3") for the purpose of storing and removing aggregate road construction material (being gravel, limestone, road base and similar materials) and storing and removing salvage aggregate and similar materials (tree stumps, refuse dirt etc.) removed from county road right of ways. Pad Site#3 location and size is mutually agreed and acknowledged by the parties herein, with said Pad Site#3 being approximately five (5) acres accessible by a gate located on the South Side of County Road 4680 approximately one fourth (1/4) of a mile West of the Lessor's Homestead located at 2548 CR 4680, Boyd, Texas 76023, Wise County, Texas.
2. The Term. The initial term of this lease will be from full execution of the Agreement until September 30, 2013. After the initial term, the Lease Agreement shall be annually from midnight October 1<sup>st</sup> until 11:59 p.m. September 30 and shall automatically renew for annual terms on the anniversary date unless terminated under the terms and conditions as herein provided within Section 4 of this Lease.
3. Consideration. For the initial term, Lessee will pay the Lessor the sum of three hundred and seventy five dollars and no/100's (\$375.00) at the rate of seventy-five dollars and no/100's (\$75.00) a month. After the initial term, Lessee will pay Lessor the sum of nine hundred dollars and no/100's (\$900.00) annually at the rate of seventy-five dollars and No/100's Dollars (\$75.00) per month.

4. Termination. This Lease may be cancelled by either party at any time during the initial term or any renewal term of this Lease, with or without cause, by giving the other party a minimum of ninety (90) days advance written notice of such cancellation. Upon delivery of such notice, Lessee shall have ninety (90) days to remove all county property and materials left upon the Pad Site #3.
5. The Lessor understands and is aware the salvage aggregate stored on Pad Site #3 will or can be auctioned by the County to the highest bidder and it is agreed upon by the Lessor that the person or persons winning such bid will have the right to come unto Pad Site #3 and remove the material.
6. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations and agreements between the parties.
7. This Agreement is not intended to extend the liability of Wise County beyond that provided for by law. Wise County shall not be deemed to have hereby waived, any immunity or defense that would otherwise be available.

IN WITNESS WHEREOF, each party has executed this Lease on the date specified below and this Lease shall be effective as of the 13 day of May, 2013.

**LESSOR:** Rick Woods

By: Rick Woods  
Rick Woods

Date: 6-4-13

**LESSEE:** WISE COUNTY, WISE COUNTY, TEXAS

By: Bill McElhane  
Bill McElhane, County Judge

Date: 05/13/13

**COMMISSIONER PCT # 3:** HARRY LAMANCE

By: Harry Lamance  
Harry Lamance

Date: 05/13/13