

**LEASE AGREEMENT
SALVAGE AGGREGATES STORAGE SITE**

STATE OF TEXAS)

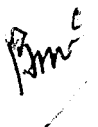
COUNTY OF WISE)

This Salvage Aggregates Storage Site Lease Agreement (the "Lease") is entered into by and between **Mark Starnes** (hereinafter referred to as "Lessor"), an individual having a physical home address of P.O. Box 1240 Boyd, Texas, 76023 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 January 24, 2011.

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 ("Pad Site #2") for the purpose of storing salvage aggregate and similar materials removed from road right of ways. Pad Site#2 location and size is mutually agreed and acknowledged by the parties herein, with said Pad Site#2 being situated at or near the corner of FM 730 and CR4676, Boyd, Texas 76023, 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 One Dollar and No/100's Dollars (\$1.00) per year and due yearly upon the anniversary of the execution of this agreement.
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 ninety (90) days advance written notice of such cancellation. Upon delivery of such notice, Lessee shall have ninety (90) days to remove all of the salvage aggregate road construction materials left upon the Pad Site #2. Upon the termination of said Lease, any salvage aggregate materials left on the Pad Site#2 area shall become the property of Lessor.



5. The Lessor understands and is aware the salvage aggregate stored on Pad Site #2 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 #2 and remove the material.
6. The Lessee understands that any salvage aggregate left on Pad Site #2 shall be leveled, as much as possible, to a level that would allow it to be passable by normal traffic.

IN WITNESS WHEREOF, each party has executed this Lease on the date specified below and this Lease shall be effective as of the 24 day of January, 2011.

LESSEE: WISE COUNTY, WISE COUNTY, TEXAS

By: Bill McElhaney
Bill McElhaney, County Judge
Date: February 7, 2011

LESSOR: MARK STARNES

By: Mark Starnes
Mark Starnes
Date: 2-11-11

COMMISSIONER PCT # 3: HARRY LAMANCE

By: Harry Lamance
Harry Lamance
Date: 2-11-11

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