

STATE OF TEXAS                   §  
  §  
COUNTY OF WISE                 §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## **LEASE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS: This Lease Agreement (the "Agreement") made and entered into on the later of the two dates of the two authorized signatures below (the "Effective Date") by and between Jarrett Webb, Teresa Webb, Blaine Webb and Angie Tyson of the State of Texas and all representatives of the Zane Tyson estate and Rachel Tyson estate, (hereinafter referred to collectively as "Lessor"); and Wise County, Texas, a Texas county government entity created and authorized by the Constitution of the State of Texas, (herein called "Lessee"), whose mailing address is Attn: Wise County Judge, P. O. Box 393, Decatur, Wise County, Texas 76234; as follows:

**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. **Purpose of Lease:** The lease hereby agreed upon shall be for the purpose of ingress and egress relating to operation and maintenance of radio equipment; the construction of a county owned structure to secure the County's radio equipment; and other related purposes in conjunction operation and maintenance of radio equipment on and around the antenna listed below. None of the equipment or structures placed by the Lessee on the Leased Premises shall be considered fixtures for any reason and will be considered removable should this lease ever be terminated.

2. **Description of the Premises:** Lessor does hereby let and lease unto Lessee and Lessee agrees to receive and lease from Lessor the hereinafter described land for the purposes stated above and in conjunction with a DEVON ENERGY CORPORATION easement recorded in the Wise County Clerk's Deed records in Volume 428, Page 469 originally assigned to said corporation on August 8, 2011 and effective July 1<sup>st</sup>, 2011, along with a and related to an antenna located 921.53 feet South 0° 36' 28" West and 197.85 feet North 89° 23' 32" West from the Northeast Corner of the A.J. Hitchcock Survey, A-398, upon and across the following described property in the County of Wise, State of Texas, more particularly described as follows, to wit:

**Being a 0.54 acre tract in the A.J. Hitchcock Survey Abstract Number 398**

**and being part of a certain called 107 acre tract described in instrument recorded in Volume 492, Page 571, Real Records, Wise County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof.**

Provided further, this Lease is made subject to the terms of any valid oil and gas lease, valid oil, gas and mineral severance, valid easement, restriction or zoning ordinance, visible and apparent on the property or to the extent the same may appear of record and may be in force and effect at the creation of this lease, covering or describing the aforesaid land or any part thereof.

3. **Terms of lease and rental rate.** This Lease Agreement is made for the initial term beginning on the later of the two dates of the two authorized signatures below (the "Effective Date") and terminating at 11:59 p.m., September 30<sup>th</sup>, 2015. The lease will then be automatically renewed October 1<sup>st</sup>, 2015 and run annually from October 1<sup>st</sup> until September 30<sup>th</sup> at 11:59p.m., unless a sixty (60) day notice is given by either party to terminate prior to the annual renewal or another terminating event occurs.

The annual rental rate shall be for fifteen hundred dollars (\$1500.00) for the term(s) of this agreement. To be paid by mail (c/o Angie Tyson at 2204 Fair Oaks Dr. Bridgeport, Texas 76426) within thirty (30) days of the beginning of each renewal, subject to annual appropriation from the Wise County Commissioner Court.

4. **Default and Remedy.** The following events shall be deemed to be events of default under this lease:

A. Failure of Lessee to pay any installment of rent or other sum payable to Lessor hereunder on the date that same is due and such failure shall continue for a period of thirty (30) days.

B. Failure of Lessee to comply with any term, condition or covenant of this lease, other than the payment of rent or other sum of money, and such failure shall not be cured within sixty (60) days after written notice thereof to Lessee.

Upon the occurrence of any of the events of default listed, Lessor shall have the option to terminate this lease, in which event Lessee shall have thirty (30) days to remove all County property and surrender the Leased Premises to Lessor.

C. Failure of Lessor to allow the terms or purpose of this agreement to be fulfilled after a thirty (30) day notice of the failure of a term. If not cured County can terminate the lease and shall be provided a prorated refund of the unused rental payment.

D. Either party may terminate at any time after providing ninety (90) days notice.

5. **Waiver of Default.** No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

6. **NON APPROPRIATIONS CLAUSE:** If, for any fiscal year, Wise County fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, The County shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Lease and the Lease will then be terminated at the end of the then current term

7. **Lessor's covenants** Lessor covenants that during the term(s) of this lease it will provide TO HAVE AND TO HOLD the said lease, unto the County of Wise to be used for said purpose; and LESSOR does hereby bind itself, its himself, his, herself, her, themselves, their, heirs, executors and administrators, successors and assigns TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said County of Wise, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof and make this lease SUBJECT TO any transfer of aforementioned property by the LESSOR.

8. **Lessee's covenants.** Lessee covenants that it will at the expiration of the said agreement by any means, peaceably yield up to said Lessor the above described premises in as good condition as at this date, reasonable wear and use thereof excepted.

Lessee further covenants that it will fully comply with all local ordinances, laws, rules and regulations of the state and governments, the local municipal government and all other authorities regarding the use of the Leased Premises, and that it will commit no act thereon which constitutes a public nuisance.

9. **Miscellaneous.** This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Wise County, Texas. The Parties mutually agree that venue for any action arising from this Agreement shall lie in Wise County, Texas.

Lessor agrees to accept full responsibility for the acts, negligence and/or omissions of all Lessor's agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with the Lessor.

The County agrees to accept full responsibility for the acts, negligence and/or omissions of all County employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with Wise County.

This Agreement represents the entire integrated agreement between the Lessor

and Wise County and supersedes all prior negotiations, representations and/or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed to the addresses listed above.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10. **Hazardous Materials:**

1. **Environmental Definitions:**

- (a) "Hazardous Material" means any substance;
  - (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
  - (ii) which is or becomes defined as "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9681 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. 6981 et seq.), as amended from time to time, or the same or a related defined term in any successor or companion statutes, whether federal, state or local, and crude oil or by products of crude oil other than crude oil which exists on the property as a natural formation; or
  - (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission board, agency or instrumentality of the United States, or any political subdivision thereof; or
  - (iv) The presence of which on the Leased Premises causes or threatens to cause, a nuisance to the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons in or about the Premises,
- (b) "Environmental Requirements" means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items, of all governmental agencies, departments, commissions, board, bureaus, or instrumentalities of the United States, state and political subdivision hereof and all applicable judicial,

administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitations;

- (i) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, chemical substance, pollutants, contaminants, or hazardous or toxic substances, materials or waste whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or waste, whether solid, liquid, or gaseous in nature; and
- (ii) All requirements pertaining to protection of the health and safety of employees or the public.

1. **Warranties and Representations:**

- (a) Lessor hereby warrants and represents, to the best of Lessor's knowledge, that during its' ownership, Hazardous Material has not been released on the herein described Leased Premises and all Environmental Requirements pertaining to the property have been complied with; that it has no knowledge of the release of Hazardous Materials occurring before its' ownership or any violation of Environmental Requirements pertaining to the Leased Premises; that it has no knowledge or reason to believe that there is Hazardous Material or that all Environmental Requirements have not complied with; that Lessor shall comply with all federal, state and local laws and regulations regarding the use, release, storage and disposal of hazardous materials in those portions of the Leased Premises in Lessor's control and the performance of all obligations regarding Environmental Requirements; that Lessor shall comply with all federal, state and local laws and regulations regarding the use, release, storage and disposal of Hazardous Materials; and that Lessor shall use its' best efforts to cause all other persons using the Leased Premises to comply with the aforementioned rules and regulations.
  - (b) To the extent provided or permitted by law, Lessee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning its use, release, storage and disposal of Hazardous Material on the Premises and regarding fulfilling all applicable Environmental Requirements pertaining to its use of the Premises.
2. **Notice:** Lessor and Lessee agree to immediately notify each other when either party learns that Hazardous Material has been released or that an Environmental Requirement has been breached.

3. **Indemnities:**

- (a) Lessor agrees to indemnify, defend and save harmless Lessee, Commissioners, agents, officers and employees from or against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arises out of the presence of Hazardous Materials on the Premises (other than those brought thereon by Lessee) or the breach of an Environmental Requirements which has been caused by Lessor.
- (b) To the extent provided or permitted by law, Lessee agrees to indemnify, defend and save harmless Lessor from and against liability and claims for damages of any nature whatsoever which arise out of the presence of Hazardous Material on the Premises brought thereon by the Lessee or the breach of an Environmental Requirement caused by Lessee.
- (c) The indemnity provided each party by this provision shall survive the termination of this Lease.

4. **Default:** The presence or release of Hazardous Material on the Leased Premises or the breach of an Environmental Requirement which is caused by Lessor or which threatens the health and safety of Lessee's agent, officers, employees, or invites, shall entitle Lessee's agents, officers, employees or invitees, shall entitle Lessee termination, such problem is not curable within fifteen (15) days of the date of written notice by Lessee to Lessor. In the event of such termination, Lessee shall not be obligated for any further rental and Lessor shall refund any unearned rent paid in advance by Lessee calculated at a daily rate based on the regular monthly rental. If the presence of Hazardous Material on the Leased Premises or breach of an Environmental Requirement requires Lessee to evacuate the Premises for the health and safety of Lessee's agents, officers, employees or invitees then Lessee shall be entitled to an abatement of rent prorated on a daily basis, for each day that the Lessee cannot use the Premises.

5. **Direct Expenses:** Expenses incurred by Lessor as a result of the presence or release of Hazardous Material on the Leased Premises or the breach of an Environmental Requirement which is not caused by Lessee are extraordinary cost not considered normal operating costs and shall not be passes through to Lessee as part of its obligations, if any, to pay operating costs.

**11. SOVEREIGN IMMUNITY.** This contract may not be interpreted in any way to waive the sovereign immunity of WISE COUNTY (Lessee), to the fullest extent such immunity may be had under the laws of the State of Texas.

**The undersigned officers and/or agents of the Parties hereto are the**

properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

LESSOR:

BY: [Signature]

Date: 11-10-14

LESSEE:

BY: [Signature]

Date: 11/17/14

THE STATE OF TEXAS §

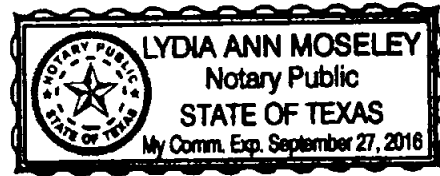
COUNTY OF WISE §

This instrument was acknowledged before me on the 10<sup>th</sup> day of November, 2014, by Angie Tyson, Lessor and individual, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Signature]  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF WISE §



This instrument was acknowledged before me on the 17<sup>th</sup> day of December 2014, by J.D. Clark for Wise County, Texas, on behalf of said county, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Signature]  
Notary Public, State of Texas  
Caryn C Dunn  
Notary Public, State of Texas  
My Commission Expires 08-25-2016

**EXHIBIT "A"**

Being a 0.54 acre tract in the A.J. Hitchcock Survey Abstract Number 398 and being part of a certain called 107 acre tract described in instrument recorded in Volume 492, Page 571, Real Records, Wise County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a highway monument in the East line of said 107 acre tract and in the South R.O.W. of U.S. Highway 380 for the Southeast corner of a certain called 7.13 acre tract conveyed to the State of Texas recorded in Volume 1126, Page 504, Official Public Records, Wise County, Texas; THENCE with a curve to the right having a radius of 3048.84 feet and arc distance of 110.42 feet (Long Chord S 82°23'31" W 110.42') to a point in said South R.O.W. at the POINT OF BEGINNING of the easement herein described;

THENCE parallel with and 10 feet East of the center line of a gravel road the following courses and distances:

South 42°51'54" West a distance of 283.91 feet to a point for a corner;

South 29°46'54" West a distance of 36.50 feet to a point for a corner;

South 09°37'37" West a distance of 24.36 feet to a point for a corner;

South 12°40'46" East a distance of 39.37 feet to a point for a corner;

South 27°37'00" East a distance of 77.29 feet to a point for a corner;

South 24°35'25" East a distance of 42.41 feet to a point for a corner;

South 12°59'03" East a distance of 51.54 feet to a point for a corner;

South 08°40'04" East a distance of 154.67 feet to a point for a corner;

South 12°47'22" East a distance of 100.88 feet to a point for a corner;

South 04°08'33" East a distance of 91.47 feet to a point for a corner;

South 06°47'26" West a distance of 60.08 feet to a point for a corner;

South 11°26'35" West a distance of 71.52 feet to a point for a corner;

North 75°10'08" East leaving said gravel road a distance of 61.46 feet to a fence corner found for a corner;

THENCE North 14°51'32" West a distance of 29.21 feet to a fence corner found for a corner;

THENCE North 75°39'01" East a distance of 20.00 feet to a capped 1/2" iron



rod stamped MANNING set for a corner;

THENCE South 14°51'32" East a distance of 49.04 feet to a capped 1/2" iron rod stamped MANNING set for a corner;

THENCE South 75°10'08" West a distance of 113.65 feet to a capped 1/2" iron rod stamped MANNING set for a corner;

THENCE parallel with and 10 feet West of the center line of said gravel road the following courses and directions:

North 11°26'35" East a distance of 102.88 feet to a point for a corner;

North 06°47'26" East a distance of 57.36 feet to a point for a corner;

North 04°08'33" West a distance of 88.05 feet to a point for a corner;

North 12°47'22" West a distance of 100.08 feet to a point for a corner;

North 08°40'04" West a distance of 154.63 feet to a point for a corner;

North 12°59'03" West a distance of 48.75 feet to a point for a corner;

North 24°35'25" West a distance of 39.85 feet to a point for a corner;

North 27°37'00" West a distance of 79.39 feet to a point for a corner;

North 12°40'46" West a distance of 45.93 feet to a point for a corner;

North 09°37'37" West a distance of 31.85 feet to a point for a corner;

North 29°46'54" East a distance of 42.33 feet to a point for a corner;

North 42°51'50" East a distance of 263.10 feet to a point for a corner in said South R.O.W., said point also being in a curve with a radius of 3048.84 feet;

THENCE with said South R.O.W. and with said curve to the left an arc a distance of 30.58 feet (Long Chord N 83°43'02" E 30.58 feet) to the POINT OF BEGINNING and containing 0.54 acres of land.

**FIELD NOTES FOR A 20 FOOT INGRESS AND EGRESS EASEMENT**

Being a 0.54 acre tract in the A.J. Hitchcock Survey, Abstract Number 396 and being part of a certain called 107 acre tract described in instrument recorded in Volume 492, Page 571, Real Records, Wise County, Texas and being described by metes and bounds as follows:

COMMENCING at a highway monument in the East line of said 107 acre tract and in the South R.O.W. of U.S. Highway 380 for the Southeast corner of a certain called 7.13 acre tract conveyed to the State of Texas recorded in Volume 1126 Page 504, Official Public Records, Wise County, Texas; THENCE with a curve to the right having a radius of 3048.84 feet an arc distance of 110.42 feet (Long Chord S 82°23'31" W 110.42') to a point in said South R.O.W. at the POINT OF BEGINNING of the easement herein described;

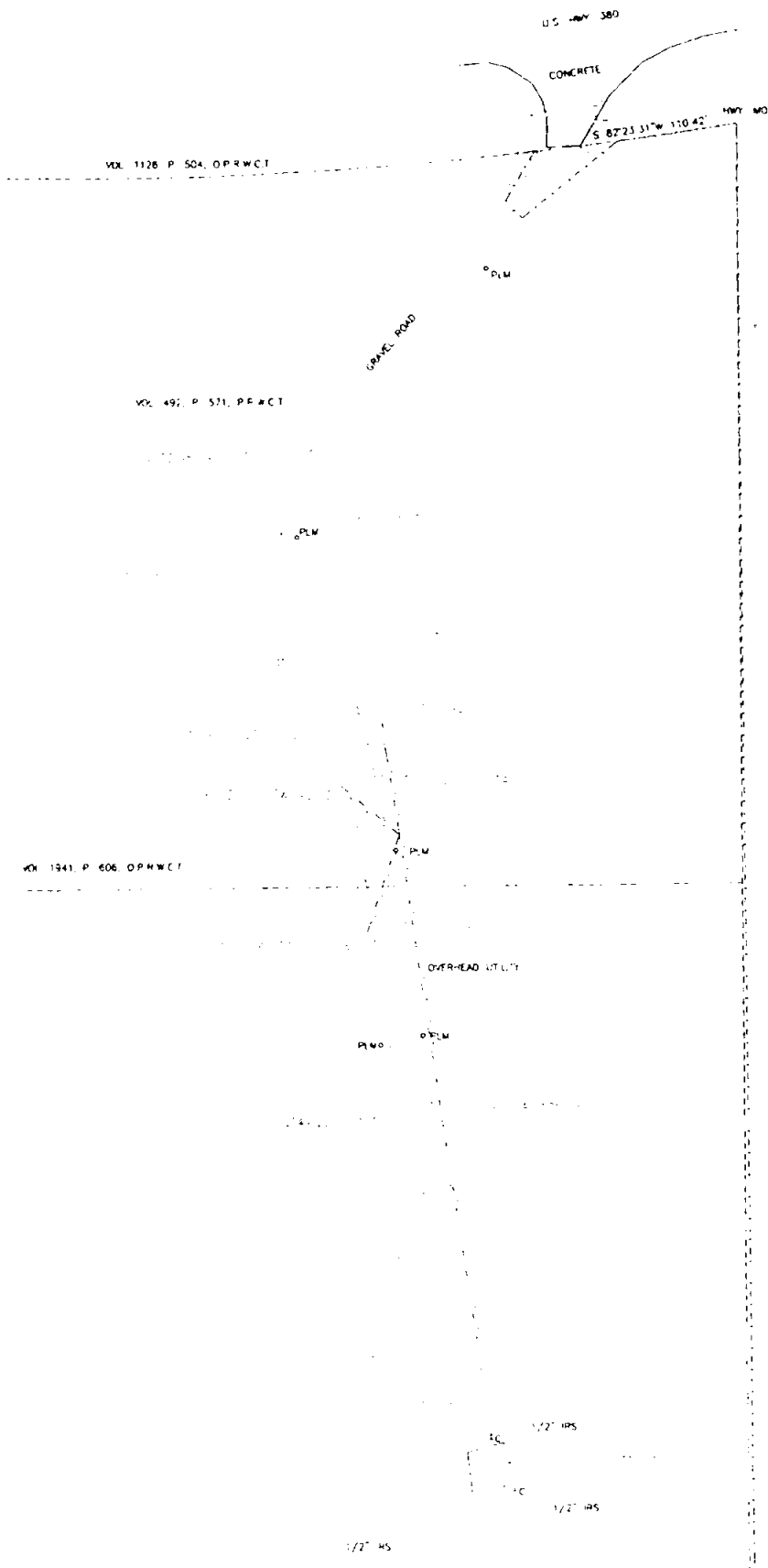
THENCE parallel with and 10 feet East of the center line of a gravel road the following courses and distances:

South 42°51'54" West a distance of 263.91 feet to a point for a corner;  
 South 29°46'54" West a distance of 36.50 feet to a point for a corner;  
 South 09°37'37" West a distance of 24.36 feet to a point for a corner;  
 South 12°40'46" East a distance of 39.37 feet to a point for a corner;  
 South 27°37'00" East a distance of 77.29 feet to a point for a corner;  
 South 24°35'25" East a distance of 42.41 feet to a point for a corner;  
 South 12°59'03" East a distance of 51.54 feet to a point for a corner;  
 South 06°40'04" East a distance of 154.67 feet to a point for a corner;  
 South 12°47'22" East a distance of 100.86 feet to a point for a corner;  
 South 04°08'33" East a distance of 91.47 feet to a point for a corner;  
 South 06°47'26" West a distance of 60.08 feet to a point for a corner;  
 South 11°26'35" West a distance of 71.52 feet to a point for a corner;  
 North 75°10'08" East leaving said gravel road a distance of 61.46 feet to a fence corner found for a corner;  
 THENCE North 14°51'32" West a distance of 29.21 feet to a fence corner found for a corner;  
 THENCE North 75°39'01" East a distance of 20.00 feet to a capped 1/2" iron rod stamped MANNING set for a corner;  
 THENCE South 14°51'32" East a distance of 49.04 feet to a capped 1/2" iron rod stamped MANNING set for a corner;  
 THENCE South 75°10'08" West a distance of 113.65 feet to a capped 1/2" iron rod stamped MANNING set for a corner;  
 THENCE parallel with and 10 feet West of the center line of said gravel road the following courses and distances:  
 North 11°26'35" East a distance of 102.88 feet to a point for a corner;  
 North 06°47'26" East a distance of 57.36 feet to a point for a corner;  
 North 04°08'33" West a distance of 88.05 feet to a point for a corner;  
 North 12°47'22" West a distance of 100.08 feet to a point for a corner;  
 North 06°40'04" West a distance of 154.63 feet to a point for a corner;  
 North 12°59'03" West a distance of 48.75 feet to a point for a corner;  
 North 24°35'25" West a distance of 39.85 feet to a point for a corner;  
 North 27°37'00" West a distance of 79.39 feet to a point for a corner;  
 North 12°40'46" West a distance of 45.93 feet to a point for a corner;  
 North 09°37'37" East a distance of 31.85 feet to a point for a corner;  
 North 29°46'54" East a distance of 42.33 feet to a point for a corner;  
 North 42°51'50" East a distance of 263.10 feet to a point for a corner in said South R.O.W., said point also being in a curve with a radius of 3048.84 feet;  
 THENCE with said South R.O.W. and with said curve to the left an arc a distance of 30.56 feet (Long Chord N 83°43'02" E 30.56 feet) to the POINT OF BEGINNING and containing 0.54 acres of land.

NOTE: SEE PAGE TWO FOR FLOOD STATEMENT & EASEMENTS.  
 NOTE: CONTACT PIPELINE COMPANY FOR EXACT LOCATION OF PIPELINES.  
 NOTE: BEARINGS BASED ON NAD-83 DATUM.

NOTE: THIS SURVEY IS PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES & NO LICENSE HAS BEEN CREATED. EXPRESS OR IMPLIED TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THIS ORIGINAL TRANSACTION.  
 © Copyright 2014 Manning Surveying

This description was prepared from a Survey made on the ground under my supervision on January 29, 2014 and is subject to...



PLM = PIPELINE MARKER

0.54 ACRE TRACT IN THE A.J. HITCHCOCK SURVEY, ABSTRACT NUMBER  
398, WISE COUNTY, TEXAS.

According to a copy of the Flood Insurance Rate Map for Wise County, Texas and Incorporated Areas, Map Number 48497C0325 D effective date December 16, 2011 no part of subject property is in the 100 year flood zone, said property is in Zone "X".

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-108123

Date Filed:  
09/06/2016

Date Acknowledged:  
9-26-16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Angie Tyson  
Bridgeport, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Wise County

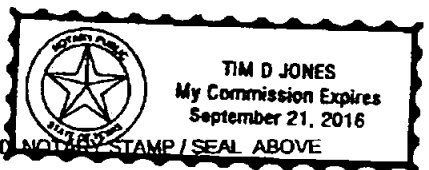
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
Renewal FY17  
Property Lease / Devon Tower

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tyson, Angie	Bridgeport, TX United States	X	
	Webb, Blaine	Houston, TX United States	X	
	Webb, Teresa	Pilot Point, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Angie Tyson, this the 19 day of September 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]* Tim Jones  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath