

THE STATE OF TEXAS §
COUNTY OF SAN PATRICIO §

KNOW ALL MEN BY THESE PRESENTS

THAT THIS AGREEMENT OF LEASE, made and entered into on this _____ day of _____, 2018, by and between the City of Aransas Pass, Texas, acting through its Honorable Mayor and City Council, heretofore duly authorized, hereinafter referred to as LESSOR, and the John Weibel Post No. 2932, Veterans of Foreign Wars of the United States, hereinafter referred to as LESSEE:

WITNESSETH

That the Lessor has agreed to lease and let, and hereby does lease and let, to the Lessee, and the Lessee has agreed to take and lease, and hereby does take and lease, from Lessor the following described premises, to-wit:

That property described in Exhibits "A" and "B" attached hereto and made apart hereof for every purpose.

for the TERM OF TWENTY (20) years from the 5th day of February, 2018.

SECTION 1:

The leased premises are to be used and occupied exclusively as a building site or a meeting hall and amusement center for the use of the Lessee and its friends and benefactors and not otherwise, it being agreed that the Lessee is to keep the said above described premises, the lawn and area surrounding said proposed building in a clean and well maintained condition so that said lawn and grounds will be an asset to the City and add to the scenic beauty of Wheeler Avenue and Cleveland Boulevard.

SECTION 2:

Lessee covenants and agrees that it will pay to the Lessor, at the City Hall in the City of Aransas Pass, as rent for this Lease, the sum of TWENTY (\$20.00) DOLLARS, payable at the rate of ONE (\$1.00) DOLLAR per year, being due and payable on the 5th day of February, 2018, and a similar payment of ONE (\$1.00) DOLLAR being due and payable on the 5th day of February of every succeeding year during the term of this Lease.

SECTION 3:

The Lessee agrees and obligates itself to take good care of the property and any fixtures thereon, and shall suffer no waste, and shall, at its own expense and cost, keep the leased premises in presentable condition, subject at all times to the inspection and satisfaction of all lawful authority, and to surrender the said premises at the end or other expiration of the term of this Lease, in good order and condition, usual wear, tear and damage by the elements only excepted.

SECTION 4:

The Lessee agrees that it will pay all light, water, gas and other public service bills, or taxes, levied or assessed against said leased premises when due and shall make no changes or alterations in any of the improvements now or that may hereafter be placed on said premises by the Lessee without the written consent of the Lessor.

SECTION 5:

It is agreed that the Lessee shall not assign this lease agreement or sublet the leased premises or any part thereof without the written consent of the Lessor first having been obtained; nor shall the Lessee occupy or permit the leased premises to be occupied, or any part thereof, for any purpose other than that for which the premises are leased, nor make any use of the premises that could reasonable be calculated to constitute a nuisance as defined under the laws of this State.

SECTION 6:

It is agreed that, at the expiration of the term of this lease, the Lessee shall have a preferential option of again leasing the above described premises for an additional twenty (20) years, under the same terms and conditions provided for in this lease, provided the said Lessor shall not at the said time desire or elect to terminate this lease. At the time of such renewal or termination, the Lessee shall have the right to remove any building or improvements thereto or therein, from the leased premises. In the event Lessee does not remove such building or improvements within ninety (90) days, the Lessor shall have the right to remove same from the leased premises without any liability to Lessee whatsoever.

SECTION 7:

In the event of default of any of the agreements and covenants herein contained and to be performed by the Lessee, the Lessor may enforce the performance hereof in any modes provided for by law and may declare this lease forfeited at its discretion, and shall without further demand or notice, re-enter and take possession of the leased premises and remove all persons therefrom and this without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rents or breach of convent, and it is hereby agreed that failure to pay any of the annual rentals called from herein shall be sufficient grounds to invoke this forfeiture provision.

SECTION 8:

In addition to the statutory landlord's lien, the Lessor is hereby given a contract lien on all of the Lessee's property place don the leased premises to secure the prompt and complete payment of the rent provided for herein.

SECTION 9:

Lessee agrees that it will, at its sole cost and expense, keep the improvements on the demised premises insured against loss and damage by fire with extended coverage endorsement showing Lessor as Loss Payee, in an amount to prevent Lessee from becoming a co-insurer under the terms of the applicable policies but, in any event, in an amount not less than eighty (80%) per cent of the full insurable value as determined from time to time. Such insurance shall be issued by financially responsible insurers duly authorized to do business in the State of Texas where the demised premises are located. Lessee agrees to pay the cost of all insurance.

If the improvements on the demised premises shall be destroyed by fire or through any other cause at any time and this lease shall not have been terminated lessee may proceed with due diligence to repair and restore the same to the same condition as existed before such damage or destruction.

In the event of damage or destruction of the demised premises, all rent shall abate from the date of such damage or destruction until Lessee has repaired or restored the improvements.

SECTION 10:

Lessee agrees to hold and save Lessor harmless from any and all damages arising due to Lessee's negligence, including the death of or injury to any person and any damage to property, in or about the demised premises during the term of this lease. Lessor agrees to hold Lessee harmless from all damages of every kind and nature, including the death of or injury to any person and any damage to property, that may be claimed or accrue by reason of any occurrence in or about the demised premises and arising from Lessor's negligent act or omission. For such purpose, the parties agree during the term hereof to maintain comprehensive public liability insurance (with limits of liability not less than \$100,000/\$300,000 for personal injury and death and \$100,000 for property damage) with reputable insurance companies approved by the other and to furnish each other with certificates of insurance property executed by their respective insurance companies evidencing such fact, giving ten (10) day notice to the other in the event of cancellation or material alteration of such coverage.

SECTION 11:

It is agreed by LESSEE that should it be determined by judicial process or otherwise that LESSOR is not the owner in whole or in part of the said demised premises, LESSOR shall not be liability to LESSEE, their heirs or assigns for any amount of damages.

SECTION 12:

It is fully understood and agreed that LESSOR expressly reserves the right and privilege to enter upon said demised premises for the purpose of laying water or sewer or other necessary pipes or lines or wiring under, over, or across said demised premises. LESSEE further agrees that LESSOR may enter into and upon said premises at all reasonable times to examine the condition of said premises and the improvements situated thereon.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands in duplicate originals, on this ____ day of February, 2018.

LESSOR: City of Aransas Pass

Ramiro Gomez, Mayor

LESSEE; John Weibel Post No. 2932
Veterans of Foreign Wars of the
United States

Henry Diaz-DeLeon, Commander of
Post 2932

Milton Marquez, Trustee

Steve Erickson, Trustee

Gary Grandsen, Trustee

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

BEFORE ME, the undersigned authority, a Notary Public in and for San Patricio County, Texas, on this day personally appeared Ramiro Gomez, Mayor of Aransas Pass, Texas, known to me to be th person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the CITY OF ARANSAS PASS, TEXAS, a Municipal Corporation, and that he executed the same as the act and deed of such corporation for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 20 ____.

Notary Public

Printed Name: _____

Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

BEFORE ME, the undersigned authority, a Notary Public in and for San Patricio County, Texas on this day personally appeared _____, known to me to be the Trustees for the John Weibel Post No. 2932, Veterans of Foreign Wars of the United States, and acknowledged to me that the same was the act of the said John Weibel Post No. 2932, Veterans of Foreign Wars of the United States, and that they executed the same as the act of John Weibel Post No. 2932, Veterans of Foreign Wars of the United States for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of February, 2018.

Notary Public

Printed Name: _____

Commission Expires: _____