

COUNTY OF POLK

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VOL 56 PAGE 3276

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STATE OF TEXAS

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AGREEMENT FOR MANAGEMENT OF COUNTY-OWNED REAL PROPERTY

THIS AGREEMENT is entered into on this 28th day of September, 2010, by and between Polk County, a political subdivision of the State of Texas, hereinafter referred to as "GRANTOR", acting by and through its duly elected Commissioners Court, and the COMMITTEE TO SAVE DUNBAR, hereinafter referred to as "GRANTEE", a non-profit group duly organized and recognized under the laws of the State of Texas, acting by and through its authorized representative.

I. PURPOSE

This agreement is entered into for the purpose of providing, for a definite term, a means by which GRANTEE may manage and maintain certain real property which is owned by GRANTOR.

The real property which is the subject of this agreement (hereinafter known as "the premises"), is situated in the County of Polk, State of Texas, and is more particularly described as follows: The Dunbar Community Center, previously being the gymnasium for the vacant Dunbar High School.

The occupation, use, management and maintenance of the premises shall be accomplished by mutual consent of GRANTOR and GRANTEE under the terms and conditions set forth herein.

Further, GRANTEE hereby covenants and agrees that the premises shall be used solely for holding public health meetings, fund raising activities, civic and social club meetings, job information meetings, community enrichment activities, as well as other activities that advance rural development and health and human services. The premises may also be used as an emergency shelter, should GRANTOR determine such action is necessary and prudent. All other uses are strictly prohibited unless the prior written consent of GRANTOR is obtained. Any use of the Premises for any other purpose than that authorized herein shall constitute a material breach of this agreement, and GRANTOR shall have an immediate right to terminate this agreement. GRANTEE further recognizes that nothing herein shall be construed as transferring ownership in the premises, and that GRANTOR has no intent to transfer ownership of the premises under the terms of this agreement.

II. GENERAL TERMS AND CONDITIONS

- (a) LENGTH OF AGREEMENT. The term of this agreement shall be for a period of twenty-five (25) years commencing on the date the last party hereto executes this agreement, and ending not more than twenty-five (25) years from that date, unless sooner terminated as hereinafter provided. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (b) RENEWAL OPTION. By mutual agreement between GRANTEE and GRANTOR, this agreement may be renewed up to five (5) times for a period of up to ten (10) years each,

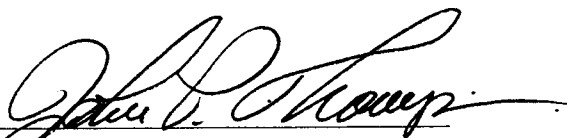
- under the same terms and conditions. GRANTEE shall give GRANTOR written notice of intention to exercise this option at least 180 days prior to expiration of this agreement.
- (c) CONSIDERATION. GRANTOR recognizes the many ways the operation of an organization such as GRANTEE's benefits and assists the citizens of Polk County, and also acknowledges that this agreement is a means by which GRANTEE may continue to operate in Polk County. Each party hereby recognizes and acknowledges the sufficiency of the consideration each is receiving under the terms of this agreement.
- (d) MAINTENANCE OF PROPERTY. GRANTEE will be responsible for keeping the Premises in good repair and condition during the term of this agreement. GRANTEE hereby agrees not to cause damage to said property that goes beyond "normal wear and tear".
- (e) CONDITION OF PREMISES. GRANTEE agrees to accept responsibility for the premises in their present condition. GRANTOR hereby disclaims all warranties of usefulness, fitness for a particular purpose, suitability, or any other warranty, whether express or implied.
- (f) ABANDONMENT. The GRANTEE will not, without first obtaining the written consent of the GRANTOR, abandon the Premises, or allow the Premises to become vacant or deserted. In the event GRANTEE wishes to terminate its obligations under this agreement, it shall do so in accordance with the terms and procedures set forth herein.
- (g) TERMINATION. In the event GRANTOR disagrees with GRANTEE's maintenance, management or oversight of the property, GRANTOR shall notify GRANTEE of the same in writing, and GRANTEE shall have 40 days from the date of notice to correct the deficiency to the satisfaction of GRANTOR. If said deficiency is not corrected within the aforementioned 40 day period, then GRANTOR shall have an immediate right to terminate this agreement.
- (h) GRANTS. GRANTEE shall be allowed to pursue and receive grants in its own name for the upkeep, maintenance and improvement of the premises. However, GRANTOR's express, written approval shall be obtained before any change can be made to the structural integrity, outward appearance or physical floor plan of the premises.
- (i) EFFECTIVE DATE. This agreement shall be effective as of the date set forth in the first paragraph of this agreement.
- (j) SEVERABILITY. This written agreement constitutes the entire agreement of the parties hereto, and the finding that any part or section of this contract is invalid, illegal or unenforceable shall not affect the validity, legality or enforceability of the remaining parts or sections.
- (k) AMENDMENT. All proposals, negotiations, notices, and representations with reference to matters covered by this agreement are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.
- (l) CHOICE OF LAW. This agreement shall be construed under the laws of the State of Texas, and all obligations of the parties created hereunder arose and are performable in Polk County, Texas.
- (m) ATTORNEY'S FEES. In the event GRANTOR or GRANTEE breaches any of the terms of

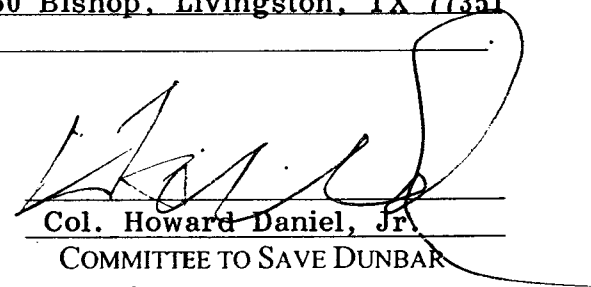
this agreement, whereby the party not in default employs attorneys to protect or enforce their rights hereunder and prevail, then the defaulting party agrees to pay to the other party reasonable attorney's fees so incurred by such other party.

- (n) NOTICE. All notice required to be given under this agreement shall be made to the following persons:

GRANTOR: JOHN P. THOMPSON; COUNTY JUDGE; 101 W. CHURCH STREET, STE. 300; LIVINGSTON, TEXAS 77351

GRANTEE: Col. Howard Daniel, Jr.; 160 Bishop, Livingston, TX 77351

  
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JOHN P. THOMPSON  
COUNTY JUDGE, POLK COUNTY, TX  
101 W. CHURCH, #300  
LIVINGSTON, TEXAS 77351

  
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Col. Howard Daniel, Jr.  
COMMITTEE TO SAVE DUNBAR  
160 Bishop  
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LIVINGSTON, TEXAS 77351