

Lease Agreement
For
Disable American Veterans & Auxiliary

THE STATE OF TENNESSEE §

§

COUNTY OF SHELBY §

THIS LEASE AGREEMENT, made and entered into this the 1st of May 2017, by and between **DISABLED AMERICAN VETERANS CHAPTER No. 70 AND AUXILIARY, INC**, a non-profit organization, acting herein by and through its duly authorized agent and officer, hereinafter referred to as **DAV** and **SHELBY COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY**,

WITNESSETH

WHEREAS, the **DAV** provides a public benefit to the Disabled Veterans within the **SHELBY COUNTY** Area;

WHEREAS, the Shelby County Commissioners Court hereby finds that the programs and efforts of the **DAV** benefit the citizens of **SHELBY COUNTY**;

NOW THEREFORE, **COUNTY** and the **DAV** hereby agree as follows:

I.

The **DAV** agrees to continue providing such public services already being provided by to the Disabled Veterans of **SHELBY COUNTY**.

II.

To continue these services, The **COUNTY** shall provide **THE DAV** a surface lease for and in the consideration of One Dollar (\$1.00) per year to be paid by the **DAV**, the first such payment to be made contemporaneous with the execution and delivery of this lease, does hereby **LEASE, LET, and DEMISE** unto the **DAV**, the hereinafter described land for a period of fifteen (15) years, such annual rental to be paid unto the **COUNTY** on the first day of May of each year and said lease is to commence May 1, 2017 and to continue from year to year thereafter for a

period of 15 years so long as the annual rental is paid. Said land which is the subject matter of the lease being more particularly described as follows:

Being the Surface Estate only in and to the following described land:

BEGINNING at a Southwest corner of a tract of land owned by Shelby County, said tract being a portion of a larger tract conveyed to Shelby County by deed from J.G. Halsell, County of Shelby dated October 5, 1885, record in Volume 6, Page 4, Deed Records, Shelby County, Tennessee, The Southwest corner herein referred to being a fence corner in the East right-of-way line of FM51 and North right-of-way line of a road leading East from Highway 51 into the Shelby County Reunion Grounds;

THENCE from said fence corner North along fence line 575 feet for place of beginning of the tract herein described;

THENCE East and perpendicular to said fence line 150 feet to a point for corner;

THENCE South parallel with the fence and East right-of-way line on FM 51 a distance of 208 feet;

THENCE West 150 feet to fence line in said Shelby County parent tract;

THENCE North 208 feet along the fence line and East right-of –way line of FM51 to the place of beginning.

III.

This Lease shall not be assigned by **DAV** in whole or in part and **DAV** shall not sublet all or any part of the leased premises.

IV.

Notwithstanding the terms hereinabove set forth, this lease will sooner terminate on the occurrence of any of the following:

- (1) Dissolution of the Corporation;
- (2) Forfeiture of the **DAV's** charter;
- (3) Loss of Corporation's good standing in the office of the Secretary of State of Tennessee or the Tennessee state Comptroller;
- (4) Any change in **DAV's** status as a non-profit organization;
- (5) Filing of a petition for voluntary or involuntary bankruptcy of the **DAV**;
- (6) Upon the **DAV's** making of an application for private club for sale of alcoholic beverages;

V.

The parties to this lease do not intend to create any third party beneficiaries of the rights contained herein. No person who is not a party to this lease may bring a cause of action pursuant to this lease as a third party beneficiary. This lease may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under the law of the State of Tennessee.

VI.

The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

VII.

This agreement shall be governed by the laws of the State of Tennessee and the venue for enforcement shall be Shelby County, Tennessee.

WITNESS OUR HANDS this 1st day of May 2017.

SHELBY COUNTY TENNESSEE

_____, **County Judge**

_____, **County Clerk**