

STATE OF TEXAS §  
COUNTY OF HAYS §  
CITY OF DRIPPING SPRINGS §

## PARTIAL EXTENSION OF LEASE AGREEMENT: Triangle

1. **Date:** April 13, 2021
2. **Landlord:** City of Dripping Springs, Texas, an incorporated municipality.
3. **Landlord's Address:** City Hall, 511 Mercer Street, Dripping Springs, Texas 78620
4. **Tenants:** Veterans of Foreign Wars (VFW) Post 2933  
American Legion Post 290
5. **Tenants' Address:** American Legion Post  
290, P. O. Box 1413,  
Dripping Springs, Texas 78620
6. **Premises:**
  - A. **Description:** Lots 1 and 2 of the Veteran's Memorial Park Subdivision as shown in Exhibit "A".
  - B. **Location:** Intersection of Highway 290 West and Ranch Road 12
  - C. **Street Address:** 27500 Ranch Road 12
  - D. **City, State, Zip:** Dripping Springs, Texas 78620
7. **Base Rent:** Ten (\$10.00) per year
8. **Extension:** In accordance with Section 8 of the Lease Agreement dated November 8, 2005, the Landlord and Tenant are exercising their option to extend (i.e., renew) the lease for an additional two-year period through October 31, 2024, except that the building on the premises is no longer a part of the Lease Agreement as it has been removed from the premises.
9. **Termination:** This lease may be terminated by either party for any reason upon receipt of written notice ninety (90) days prior to the termination date.
10. **Purpose:** The Premises are to be used exclusively by Tenants for the purposes of conducting meetings and civic events, including those open to the public. It is contemplated that the Premises will be used for Tenants' memorial site and for private and public events related to the purpose of

the VFW and American Legion. All events and activities shall comply with City ordinance and park rules including special event permit requirements when required. Tenants shall provide notice to City prior to any public events in order to ensure coordination with City rental of remainder of Veterans Memorial Park.

## **11. Clauses & Covenants:**

### **A. Tenants agree to:**

1. Accept the Premises in their present condition “AS IS” the Premises being currently suitable for Tenants’ intended use.
2. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises.
3. Pay the Base Rent to Landlord at Landlord’s Address no later than the October 15<sup>th</sup> of each year, with the first payment due upon execution of this Lease.
4. Allow Landlord to enter the Premises to perform Landlord’s obligations, to include inspect of the Premises.
5. Repair any damage to the Premises caused by Tenants.
6. Maintain the Premises in a condition suitable for its intended use under this lease, including the flagpole, the memorial wall, archways, and other related Tenant improvements. Within three months of execution of this Agreement, the lessees shall prepare a plan for the garden area in front of the Welcome Sign including planting and maintenance. The plan shall be provided for approval to the Maintenance Director and implemented by the Tenants or their designees.
7. Maintain public liability insurance for the Premises and the conduct of Tenant’s use in an amount of five hundred thousand dollars (\$500,000.00), naming Landlord as an additional named insured.
8. Maintain insurance on Tenant’s improvements and personal property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas.
9. Deliver certificates of insurance to the Landlord before the execution of this Lease and thereafter when requested.
10. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant’s use of the Premises.
11. Vacate and surrender the Premises on termination of this lease, including termination upon ninety (90) days’ notice by Landlord in cases of neglect, waste, or failure to pay timely rent.

**B. Tenant agrees not to:**

1. Use the Premises for any purpose other than that stated in this Lease.
2. Create or permit a nuisance.
3. Allow for destruction or devaluation of the property.
4. Use the Premises in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on the premises.
5. Alter the Premises without Landlord's written consent, which may be given by the City Council.

**C. Landlord agrees to:**

1. Lease to Tenant the Premises for the entire Term, unless terminated in accordance with this lease.
2. Maintain the Premises in a condition suitable for its intended use under this lease.

**D. Landlord & Tenant agree to the following:**

1. *Alterations.* Tenant is prohibited from making any permanent physical alterations to the Premises without Landlord's written consent. Tenant shall submit all construction plans and site plans to Landlord prior to construction for Landlord's approval. All permanent improvements made by Tenants shall become fixtures that remain with the Premises at the conclusion of the Lease Term.
2. *Release of Claims/Subrogation.* Tenant agrees to release Landlord from any claim, by subrogation or otherwise, for any damage to the Premises, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
3. *Notice to Insurance Companies.* Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
4. *Casualty/Total or Partial Destruction.* If the Premises are damaged by casualty, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten (10) days. If Tenant does not terminate this lease, the lease will continue.
5. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty (30) days after written notice and failing to provide Essential

Services to Tenant within ten (10) days after written notice.

6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are, if Landlord fails to comply with any provision of this lease within thirty (30) days of written notice to terminate this lease.
7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten (10) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.
8. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to: (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
9. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
10. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at-will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
12. *Attorney's Fees.* If Landlord retains an attorney to enforce this lease and Landlord prevails in litigation, Landlord is entitled to recover reasonable attorney's fees and court and other costs.
13. *Law and Venue.* This lease shall be governed by the laws of the State of Texas. Venue is in any court of competent jurisdiction over the City of Dripping Springs, Hays County, Texas.
14. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
15. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed

by Landlord and Tenant.

16. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

17. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

**LANDLORD:**

by: Bill Foulds Jr  
Bill Foulds Jr., Mayor  
City of Dripping Springs, Texas

date: 4/13/21

**TENANTS:**

by: \_\_\_\_\_  
Jerry Martin, Commander  
VFW Post 2933

date: \_\_\_\_\_

by: \_\_\_\_\_  
Ben Adari, Commander  
American Legion Post 290

date: \_\_\_\_\_

by Landlord and Tenant.

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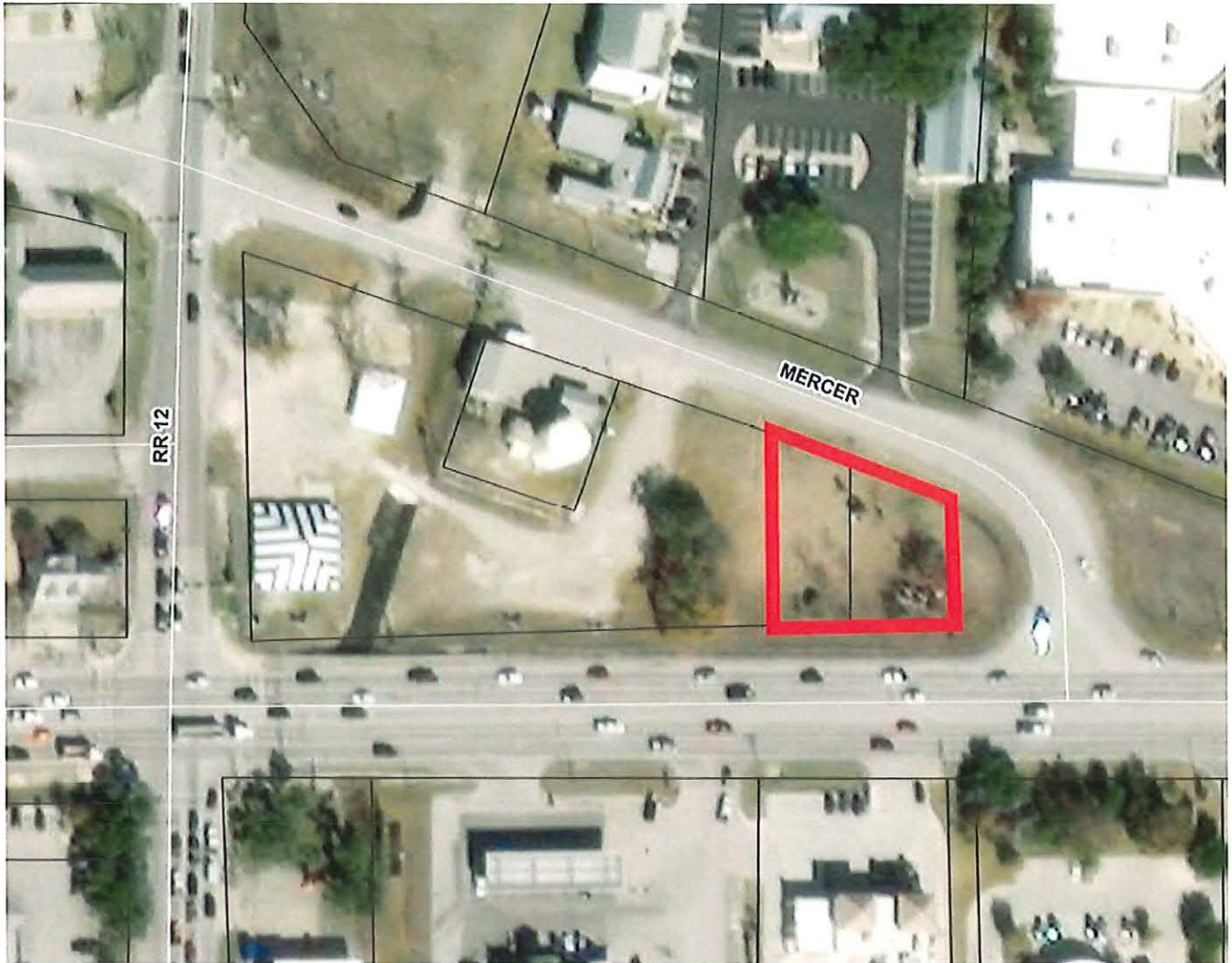
by: Jerry L Martin  
Jerry Martin, Commander  
VFW Post 2933

date: 4/16/2021

by: Ben Adari  
Ben Adari, Commander  
American Legion Post 290

date: 04/16/21

EXHIBIT "A"  
Leased Premises





Received

APR 07 2022

City of Dripping Springs

Attachment A

# City of Dripping Springs Donation Form

Date Form Completed: 2/7/22 Name of Donor: ATX Trees & Land Development, LLC

Address of Donor: 24250 RR12, Dripping Springs, TX 78620

Name of Donor's Representative (if different than Donor): Albert Sedillo

Phone Number of Donor: 512 749 5149

Email Address of Donor: atxtrees@icloud.com

Project for which Donation is made: American Legion/VFW Memorial Park

Is this a Donation of: Labor/In-Kind Services? Cash?  Materials?  Other? Tree

State the estimated completion date of project: Upon City of DS approval for planting

Description of Donation: 1 Crepe Myrtle tree

Actual or Approximate Value of Donation (including cost of materials and time): \$ 100.00

Method value was determined (e.g., actual, retail/wholesale, appraisal, fair market value, other):

Printed Name of Donor's Authorized Signee: Albert Sedillo

Title of Authorized Signee: Owner

Signature of Authorized Signee:

Date Signed: 4/6/22

**City Use Only:**

Donation Agreement Required:  Yes  No

City Administrator Approval:  Yes  No

Commission/Board Approval:  Yes  No n/a

City Council Approval:  Yes  No n/a

ACCEPTED ON BEHALF OF THE CITY: 04/11/22 by: Michelle Fischer

file with lease agreement for portion of Triangle