

## OCCUPANCY AGREEMENT

THIS OCCUPANCY AGREEMENT (this "Agreement") is made and entered into effective as of the countersignature date of the City Controller, by and between the **City of Houston, Texas**, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties ("City"), whose address for purposes hereof is 2999 S. Wayside Drive, Houston, Texas 77023, Attention: Director of Parks & Recreation Department, and **Buffalo Field Archery Club, Inc.**, a Texas non-profit corporation ("Occupant"), whose address for purposes hereof is 3414 South Halls Point, Missouri City, Texas 77459, Attention: Club President.

### ARTICLE I Definitions and Basic Provisions

"Commencement Date" shall mean the date of countersignature of the City of Houston Controller.

"Director" shall mean the Director or Acting Director of the Parks & Recreation Department of the City of Houston, Texas, or Director's designee.

"Expiration Date" shall mean three years from the date of countersignature by the City Controller, unless sooner terminated pursuant to the terms of this Agreement.

"Hours of Operation" "Occupant may use the range any time a Club member qualified as a Range Safety Officer is present

"Occupied Premises" shall mean the archery range area located in Cullen Park as shown by the crosshatched area on the map attached hereto as Exhibit "A".

"Park" shall mean City of Houston Cullen Park.

"Permitted Use" shall mean operation and maintenance of an archery range for recreational, educational and competitive purposes.

"Range Safety Officer" Any club member who has the following qualifications:

1. Knowledgeable of Buffalo Field Archery Club's (BFAC) range safety rules and has attended at least one BFAC safety orientation presentation;
2. Ability to conduct minor inspection of shooting equipment for safety evaluation;
3. Knowledge of protocol to manage active shooting line;
4. Knowledge of safe shooting forms and techniques;
5. Base knowledge of shooting apparatus not allowed on range (crossbows, draw locks, fiberglass arrows, broad head hunting tips, etc.);
6. Ability to supervise and willingness to conduct and control active shooters;
7. Be at least 18 yrs of age.

"Term" shall mean the Commencement Date through the Expiration Date unless sooner terminated or extended pursuant to this Agreement.

## **ARTICLE II**

### **Granting Clause**

In consideration of the obligation of Occupant to maintain and operate an archery range for recreational, educational and competitive purposes and in consideration of the other terms, covenants, agreements and conditions hereof, City hereby grants and the Occupant hereby accepts a temporary, conditional license to use and to occupy the Occupied Premises, "AS IS", for the Term, and upon all of the terms, provisions, covenants, agreements and conditions set forth in this Agreement.

## **ARTICLE III**

### **Occupant's Use of Premises**

Section 3.1 Occupant represents and warrants that it shall use the Occupied Premises only for the Permitted Use as described in Section 1 of Exhibit "B", and the Occupied Premises shall not be used for any activity which is not supervised by the Occupant. Occupant shall not change the Permitted Use without a written amendment to this Agreement signed by the Director and Occupant. Occupant will not use or allow the Occupied Premises to be used for any unlawful purposes; nor cause, maintain or permit the existence of any nuisance, unsafe or unsanitary condition in or about the Occupied Premises.

Section 3.2 Occupant shall comply with all applicable federal and state laws and regulations and City ordinances affecting the Occupied Premises, and/or the Permitted Use and all rules and regulations promulgated from time to time by the City regarding the use and occupancy of the Occupied Premises. Occupant shall procure, at its sole cost and expense, all permits and licenses, if any, required for the Permitted Use of the Occupied Premises.

Section 3.3 Occupant shall not permit alcoholic beverages or illegal narcotics or any illegal substances on the Occupied Premises.

Section 3.4 Occupant shall not permit the number of its employees, agents, contractors, visitors and invitees admitted to the Occupied Premises to exceed the number of persons that can safely and freely move about the Occupied Premises, and within limits set by health and fire codes.

Section 3.5 Occupant shall not bring in or permit its employees, agents, contractors, visitors and invitees to bring in anything that will increase the fire hazard of the Occupied Premises.

Section 3.6 Occupant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" (as defined in Article XV below) upon or about the Occupied Premises, nor permit Occupant's employees, agents, contractors, visitors and invitees on the Occupied Premises to engage in such activities, upon or about the Occupied Premises.

Section 3.7 Occupant agrees that, in providing services at the Occupied Premises, it will comply with Title VI of the Civil Rights Act of 1964 in that no person shall, "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination." In addition, no person shall be excluded from participation or denied the benefits of its services on the basis of creed or gender. Occupant agrees to publicize this policy.

## **ARTICLE IV**

### **Care of Premises**

Section 4.1 Occupant shall maintain the Occupied Premises in a good, safe and reasonable manner. Occupant shall provide the grounds maintenance/custodial/upkeep services identified in Sections 13, 14, and 15 of Exhibit "B."

Section 4.2 The Occupant shall repair, or cause to be repaired, any damage to the Occupied Premises, its fixtures or furnishings caused by the act or failure to act of the Occupant, its employees, agents, contractors, visitors and invitees, however, no repairs, alterations, additions or improvements shall be made without the express prior written approval of the Director (also refer to Section 8a-d of Exhibit "B.").

If any repairs required to be made by Occupant hereunder are not made within ten (10) days after written notice delivered to Occupant by Director, the Director may authorize, at Director's option, such repairs to be made, and Occupant shall immediately pay on demand to City all costs of such repairs. If Occupant has moved or removed any fixture or any furniture, the Occupant shall pay the cost of placing whatever item was moved or removed into the condition and place that the item was before such move or removal. Occupant shall be liable to the City for any damages or injury to persons or property arising out of or in any way connected with Occupant's failure to make repairs required hereunder.

Section 4.3 Either party, upon reasonable notice, shall be entitled to request a mutual inspection of the Occupied Premises before, during or after the occupancy, together with an inspection report signed by Occupant or Occupant's agent and Director.

Section 4.4 Upon the Expiration Date, the Occupied Premises will be immediately vacated and surrendered up to the City in a clean and sanitary condition, excepting only damage due to ordinary wear and tear, fire or other casualty, or any other cause not occasioned by the negligence or intentional act of Occupant. Occupant shall also surrender all keys for the Occupied Premises to the Director and shall inform the Director of all combinations on locks, safes and vaults, if any, in the Occupied Premises.

Section 4.5 City shall not be required to make any repairs occasioned by the acts or negligence of Occupant, Occupant's employees, agents, contractors, visitors and invitees, all of which repairs shall be made by Occupant. In the event that the Common Area of the Occupied Premises, as such term is hereinafter defined, should become in need of repairs required to be made by City hereunder, Occupant shall give immediate written notice thereof to City and City shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. City shall have no liability whatsoever for any damages or injury arising out of its failure to make any such repairs.

Section 4.6 Occupant waives and releases the City from all claims, obligations, and liabilities arising out of or in connection with the termination of this Agreement as a result of fire or other casualty, which damages or destroys the Occupied Premises such that the Occupied Premises cannot be used.

## **ARTICLE V**

### **Annual Report**

Occupant covenants and agrees to report to City annually during the Term (the "Annual Report") with the information detailed in Section 9 of Exhibit "B". In the event Occupant fails to provide the Annual Report as identified in the preceding article the Director may terminate this occupancy agreement at his option.

## **ARTICLE VI**

### **Utilities and Grounds Maintenance**

Section 6.1 City agrees to provide the Occupied Premises with any or all of the normal utilities if they are installed at the time of this agreement (which may include lighting, electricity, water, sewer, gas). City shall not be liable for any interruption or failure whatsoever in utility services.

Section 6.2 City shall not provide or maintain telephone equipment or service for the Occupant or to the Occupied Premises. If service is needed, Occupant shall, at its own expense, install, operate and maintain telephone equipment and services.

Section 6.3 Occupant agrees to provide grounds maintenance services for the Occupied Premises as needed. The City will maintain the main access road to the area occupied by the contractor (as identified on the Exhibit A). "Maintain" for the purposes of this agreement includes:

- a. Mow the access road and approximately 6-10 feet on each side of the berm of the access road. Mowing of the access road will be on an as-needed basis (but at least once monthly) to be determined by the department.
- b. Grade the surface of the access road and the road's berm as needed to facilitate ingress and egress.

## **ARTICLE VII**

### **Common Area**

The term "Common Area" shall mean the part of the Occupied Premises designated by the Director for the common use of all licensees, including, but not limited to, parking areas, sidewalks, loading areas, and other areas and improvements provided by City for the common use of all occupants, all of which shall be subject to the Director's sole management and control. Occupant and its employees, agents, contractors, visitors and invitees shall have the nonexclusive right and license to use the Common Area in common with the City, other occupants of the Occupied Premises and other persons permitted by the Director to use the same. Occupant's use of the Common Area shall be subject to such reasonable rules and regulations governing its use as the Director may prescribe and/or amend from time to time, including the designation of specific areas within the Occupied Premises in which automobiles operated by Occupant, its employees, agents, contractors, visitors and invitees shall be parked. No vehicle, which is inoperative, wrecked, dismantled, discarded or which does not have lawfully affixed thereto both an unexpired license plate and a valid motor vehicle safety inspection certificate shall be permitted upon the parking area. Without the prior written consent of Director, Occupant shall not permit or conduct any activity, which would interfere with the rights of the City or other persons to use the Common Area. The Director may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations.

**ARTICLE VIII**  
**City's Additional Rights**

Section 8.1 The City (through the Director or the Chiefs of Police and Fire or designated representatives) shall have the right at any time to enter any portion of the Occupied Premises for any lawful purpose whatsoever. The Director shall retain possession of the keys to the Occupied Premises, provided however, and so long as Occupant is not in default hereunder, the entrances and exits shall be locked or unlocked at the reasonable direction of Occupant.

Section 8.2 The City (through the Director or the Chiefs of Police and Fire or designated representatives) reserves the right, but does not assume the duty, to control all personnel, including but not limited to all employees, agents, contractors, visitors and invitees of Occupant, and to remove from the Occupied Premises any employees, agents, contractors, visitors and invitees of Occupant as well as any objectionable person or persons.

**ARTICLE IX**  
**Relocation**

In the event City desires to utilize the Occupied Premises for other purposes during the Term, Occupant agrees to relocate to other space designated by City in its sole discretion. In the event of relocation, this Agreement shall continue in full force and effect without any change in terms or other conditions, but with the new location substituted for the old location.

**ARTICLE X**  
**Automatic Renewal; Holding Over**

Section 10.1 This Agreement shall be automatically renewed for additional and consecutive one (1) year terms (individually referred to as "Renewal Term") at the expiration of the initial Term or any Renewal Term and without any action by either party hereto, with each Renewal Term to be on the same terms, conditions as contained herein. Each Renewal Term shall begin immediately upon the expiration of the initial Term or preceding Renewal Term, as applicable, and terminate one (1) year thereafter. Provided, however, either party hereto may terminate this Agreement at the end of the initial Term or any Renewal Term by giving written notice to the other party of their intention not to renew this Agreement not less than thirty (30) days prior to the end of the then current Term, whereupon this Agreement shall terminate upon the expiration of such Term (initial or Renewal Term, as applicable).

Section 10.2 In the event this Agreement is not renewed and Occupant remains in possession of the Occupied Premises after the expiration of the instant Term or Renewal Term, as applicable, Occupant shall be deemed to be occupying said Occupied Premises as a licensee at sufferance and such hold over occupancy shall be otherwise subject to all the conditions, provisions and obligations of this Agreement insofar as applicable to a licensee at sufferance.

**ARTICLE XI**  
**Assignment and Transfer**

Occupant shall not assign or transfer its right to occupy the Occupied Premises without the prior written consent of the Director, which consent may be withheld by Director in Director's sole discretion. Any attempted assignment or transfer by Occupant in violation of the terms and covenants of this Article shall be void.

**ARTICLE XII**  
**Default by Occupant and Remedies**

Section 12.1 The occurrence of any one or more of the following events shall constitute an "Event of Default" by Occupant under this Agreement: (i) Occupant fails to provide the Services described in Exhibit "B"; (ii) Occupant becomes insolvent; or (iii) Occupant abandons, vacates or otherwise ceases using the Occupied Premises for its Permitted Use as determined by the Director in the exercise of his or her sole discretion; (iv) Occupant fails to maintain its non-profit status and/or franchise with the State of Texas. If Occupant fails to comply with any other term, provision or covenant contained in this Agreement, the City shall provide written notice to Occupant specifying such noncompliance by Occupant, and Occupant shall be given thirty (30) days after receipt of such notice to cure such noncompliance, and if not cured within such thirty (30) days, such noncompliance shall be deemed to be an Event of Default.

Section 12.2 Upon the occurrence of an Event of Default, City shall have the option, at City's sole discretion without any notice or demand whatsoever to terminate this Agreement, whereupon Occupant shall immediately surrender the Occupied Premises to City. If Occupant fails to surrender the Occupied Premises upon demand, the City may, without prejudice to any other remedy which the City may have, enter upon and take possession of the Occupied Premises and expel or remove Occupant and any other person who may be occupying said Occupied Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore.

Section 12.3 In the event City elects to terminate this Agreement by reason of an Event of Default, then notwithstanding such termination, Occupant shall be liable for and shall pay to the City the sum of, (i) the costs of removing and storing Occupant's property, (ii) the costs of repairing, altering, remodeling or otherwise putting the Occupied Premises into condition acceptable to a new occupant or occupants, and (iii) all other reasonable costs and expenses incurred by City in enforcing or defending City's rights and/or remedies under this Agreement, including, without limitation, reasonable attorneys' fees. Exercise by City of any remedy available to City shall not be deemed to be an acceptance of surrender of the Occupied Premises by City, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of City and Occupant.

Section 12.4 In the event of termination and/or repossession of the Occupied Premises as a result of an Event of Default, City may re-license the whole or any portion of the Occupied Premises for any period, to any occupant, and for any use and purpose.

**ARTICLE XIII**  
**Default by City**

In the event of any default by City, Occupant shall give City written notice specifying such default with particularity, and City shall thereupon have sixty (60) days in which to cure any such default and until such period has elapsed, Occupant shall not have any remedy by reason thereof. If City fails to cure such default within sixty (60) days after notice by Occupant, Occupant's sole remedy shall be to terminate this Occupancy Agreement. All obligations of City hereunder will be construed as covenants, not conditions, and all such obligations will be binding upon City only during the period of City's ownership of the Occupied Premises.

**ARTICLE XIV**  
**Termination by City**

The City shall have the right to terminate this Agreement without cause at any time during the term hereof by providing thirty (30) days prior written notice of termination to Occupant.

**ARTICLE XV**  
**Environmental Restrictions**

Section 15.1 Occupant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" (hereinafter defined) upon or about the Occupied Premises, nor permit Occupant's employees, agents, contractors, visitors and invitees on the Occupied Premises to engage in such activities, upon or about the Occupied Premises. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within, the Occupied Premises of substances customarily used in real estate similar to the Occupied Premises; provided (i) such substances shall be used and maintained only in such quantities as are reasonably necessary for Occupant's permitted use of the Occupied Premises and in accordance with applicable law and the manufacturers' instructions therefore, (ii) such substances may be disposed of, released or discharged at the Occupied Premises if permitted by and in compliance with applicable laws, and shall be transported to and from the Occupied Premises in compliance with all applicable laws, and as City shall require, and (iii) any remaining such substances shall be completely, properly and lawfully removed by Occupant from the Occupied Premises upon expiration or termination of this Agreement.

Section 15.2 Each party shall promptly notify the other party upon becoming aware of: (i) any enforcement, cleanup, or other regulatory action taken or threatened against either party by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Occupied Premises, (ii) any demands or claims made or threatened by City or Occupant relating to any loss or injury resulting from any Hazardous Material, (iii) any unlawful release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Occupied Premises, and (iv) any matters where the party is required by law to give a notice to any governmental or regulatory authority respecting any Hazardous Materials in the Occupied Premises. At such times as City may reasonably request, Occupant shall provide City with a written list identifying any Hazardous Material then actually known to Occupant to be then used, stored, or maintained upon the Occupied Premises, a copy of any material safety data sheet ("MSDS") issued by the manufacturer therefore, written information concerning the removal, transportation and disposal of the same, and such other information as the requesting party may reasonably require or as may be required by laws. The term "Hazardous Material" shall mean any chemical substance.

material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of an MSDS.

Section 15.3 If any Hazardous Material is released, discharged or disposed of by Occupant or its employees, agents, contractors, visitors or invitees on or about the Occupied Premises in violation of the foregoing provisions, Occupant shall immediately notify the Director and properly and in compliance with all applicable laws and ordinances clean up and remove the Hazardous Material from the Occupied Premises and any other affected property, at Occupant's sole cost and expense. Such clean up and removal work shall be subject to City's prior written approval (except in emergencies), not to be unreasonably withheld, and shall include, without limitation, any testing, investigation and/or preparation and implementation of any remedial action plan required by any governmental body having jurisdiction. If Occupant shall fail to comply with the provisions of this Section within five (5) days after written notice by City, or such shorter time as may be required by law, City may (but shall not be obligated to) arrange for such compliance directly or as the Occupant's agent through contractors or other parties selected by the City, at the Occupant's sole expense.

**ARTICLE XVI**  
**Insurance**

Section 16.1 At Occupant's sole cost and expense, Occupant will obtain and maintain in full force and effect throughout the Term, and each Renewal Term, commercial general liability insurance ("Occupant's Insurance") written on an "occurrence" policy form, covering Bodily Injury, Property Damage, and Personal Injury arising out of or relating, directly or indirectly, to Occupant's business operations, conduct, assumed liabilities, or use or occupancy of the Occupied Premises. Occupant's Insurance must include the following:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence and \$2,000,000 aggregate
Automobile Liability Insurance (for vehicles Occupant uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

Section 16.2 At Occupant's sole cost and expense, Occupant shall obtain and maintain in full force and effect throughout the Term and any extensions thereto such other insurance as may be required by applicable law and/or as reasonably requested by the Director.

Section 16.3 All insurance policies shall name City (and its officers and employees) as additional insureds by endorsement and be issued on forms satisfactory to City by companies rated "A" or better in Best's Insurance Reports. Occupant shall deliver to City copies (or upon City's, request certified copies) of all insurance certificates and policies, with evidence of payment of premiums for such policies, upon execution of this Agreement and, with respect to renewals of such policies, not later than thirty (30) days prior to the end of the expiring term of coverage. All such policies and certificates shall contain an agreement that the insurer: (i) shall notify City in writing not less than thirty (30) days before any material change, reduction in coverage or cancellation of any policy, and (ii) denies any rights of subrogation against City ("Subrogation Waiver Endorsement"). Occupant hereby waives any right of recovery, claim, cause of action or action against City for injury or loss (including, without limitation, injury or loss caused by the sole negligence of City) by reason of any cause required to be insured hereunder, which waiver shall be effective for purposes of the Subrogation Waiver Endorsement.

## **ARTICLE XVII** **Indemnification**

Section 17.1 **OCCUPANT, ITS PREDECESSORS, SUCCESSORS AND ASSIGNS HEREBY RELEASE, RELINQUISH AND DISCHARGE CITY, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES AND OFFICERS (THE FOREGOING ARE COLLECTIVELY REFERRED TO IN THIS ARTICLE AS "CITY") FROM ANY LIABILITY AS A RESULT OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY AS A RESULT OF ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY, WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH THE PROVISION OF THE SERVICES BY CITY OR THE OCCUPANCY OF THE OCCUPIED PREMISES BY OCCUPANT.**

Section 17.2 **OCCUPANT, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS TO THE EXTENT ALLOWED BY LAW SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD CITY COMPLETELY HARMLESS FROM AND AGAINST (I) ANY AND ALL LIABILITIES, LAWSUITS, CAUSES OF ACTION, LOSSES, CLAIMS, JUDGMENTS, DAMAGES, FINES OR DEMANDS ARISING BY REASON OF OR IN CONNECTION WITH THE OCCUPIED PREMISES, AND (II) ALL COSTS FOR THE INVESTIGATION AND DEFENSE OF ANY AND ALL LIABILITIES, LAWSUITS, CAUSES OF ACTION, LOSSES, CLAIMS, JUDGMENTS, DAMAGES, FINES OR DEMANDS REFERRED TO IN THE PRECEDING CLAUSE (I) (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, COURT COSTS, DISCOVERY COSTS AND EXPERT FEES). OCCUPANT'S AGREEMENT TO PROTECT, DEFEND, INDEMNIFY AND HOLD CITY HARMLESS EXPRESSLY EXTENDS TO THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF BOTH CITY AND OCCUPANT, AND THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF ANY COMBINATION OF CITY, OCCUPANT AND ANY THIRD PARTY. THE INDEMNITY PROVISION PROVIDED HEREIN SHALL HAVE NO APPLICATION TO ANY CLAIM OR DEMAND WHERE BODILY INJURY, DEATH, OR DAMAGE RESULTS ONLY FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH ANY FAULT OF OCCUPANT.**

Section 17.3 **UPON THE FILING BY ANYONE OF ANY TYPE OF CLAIM, CAUSE OF ACTION OR LAWSUIT AGAINST CITY FOR ANY TYPE OF DAMAGES ARISING OUT OF**

**INCIDENTS FOR WHICH OCCUPANT MAY BE LIABLE PURSUANT TO THE PRECEDING SECTION, CITY SHALL NOTIFY OCCUPANT OF SUCH CLAIM, CAUSE OF ACTION OR LAWSUIT. IN THE EVENT THAT OCCUPANT DOES NOT SETTLE OR COMPROMISE SUCH CLAIM, CAUSE OF ACTION OR LAWSUIT AT ITS OWN COST AND EXPENSE, OCCUPANT, AT ITS SOLE COST AND EXPENSE AND TO THE EXTENT ALLOWED BY LAW, SHALL UNDERTAKE THE LEGAL DEFENSE OF SUCH CLAIM, CAUSE OF ACTION OR LAWSUIT ON BEHALF OF BOTH CITY AND OCCUPANT UNTIL FINAL DISPOSITION, INCLUDING ALL APPEALS. CITY MAY, BUT IS NOT REQUIRED TO, PARTICIPATE IN THE LEGAL DEFENSE OF ANY SUCH CLAIM, CAUSE OF ACTION OR LAWSUIT AND SELECT COUNSEL TO DEFEND AGAINST SUCH CLAIM, CAUSE OF ACTION OR LAWSUIT. ANY FINAL JUDGMENT RENDERED AGAINST CITY FOR ANY CAUSE FOR WHICH OCCUPANT IS LIABLE HEREUNDER SHALL BE CONCLUSIVE AGAINST OCCUPANT AS TO LIABILITY AND AMOUNT UPON THE EXPIRATION OF THE TIME FOR ALL APPEALS.**

**Section 17.4 OCCUPANT ACKNOWLEDGES THAT CITY IS NOT RESPONSIBLE FOR THE LOSS OF PERSONAL PROPERTY BROUGHT INTO THE OCCUPIED PREMISES BY OCCUPANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, VISITORS AND INVITEES.**

#### **ARTICLE XVIII** **Notices**

Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, Certified or Registered Mail, Return Receipt Requested, addressed to the parties hereto at their respective addresses set forth in the preamble paragraph of this Agreement, or at such other addresses as they may have hereafter specified by written notice.

#### **ARTICLE XIX** **Miscellaneous**

Section 19.1 Nothing herein contained shall be deemed or construed by City or Occupant, nor by any third party, as creating the relationship of principal and agent or of landlord and tenant or of partnership or of joint venture between City and Occupant, it being understood and agreed that none of the provisions contained herein, nor any acts of City and Occupant, shall be deemed to create any relationship between the parties hereto other than the relationship of licensor and licensee. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

Section 19.2 Failure or delay to insist by the City upon strict performance of any covenant, term or condition of this Agreement, or to exercise any rights or remedies provided in this Agreement or by law, or failure of the City to notify the Occupant properly in the Event of Default, as herein defined, or the acceptance of performance shall not release the Occupant from any and all of the obligations of this Agreement, and shall not be deemed a waiver of any right of the City to insist on strict performance hereof or a waiver of any of its rights or remedies as to prior or subsequent default hereunder.

Section 19.3 Whenever a period of time is herein prescribed for action to be taken by City, City shall not be liable or responsible for and shall be excluded from the computation of any such

period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of City.

Section 19.4 This Agreement contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. This Agreement supersedes all prior proposals and agreements.

Section 19.5 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Houston, Harris County, Texas. Should any provision of this Agreement require judicial interpretation, City and Occupant hereby agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be construed against a party by reason of any rule or conclusion that a document should be construed more strictly against the party who prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that each party had full opportunity to consult legal counsel of its choice before the execution of this Agreement.

Section 19.6 Each and every agreement contained in this Agreement is, and shall be construed as, as separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

Section 19.7 The terms, provisions and covenants contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives.

Section 19.8 Occupant represents and warrants that all consents or approvals required for the execution, delivery and performance of this Agreement have been obtained and that Occupant has the right and authority to enter into and perform its covenants and agreements contained in this Agreement.

Section 19.9 In all instances where Occupant is required hereunder to pay any sum or do any act at a particular time or within any indicated period, it is understood that time is of the essence.

Section 19.10 This Agreement is subject to all terms and provisions of the Charter and Code of Ordinances of the City of Houston, Texas.

Section 19.11 Notwithstanding the City's acceptance of Occupant's performance or the expiration of the Term, the Occupant shall remain obligated to the City under all clauses of this Agreement which expressly or by implication survive such acceptances and the expiration of the Term.

Section 19.12 This Agreement is subject to approval of the United States Department of the Army Corps of Engineers.

Section 19.13 The City Attorney, or his or her designee, shall have the right to enforce all legal rights and obligations under this Agreement without further authorization. Occupant covenants to provide to the City Attorney all documents and records that the City Attorney deems necessary to

assist in determining Occupant's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

**Section 19.14 OCCUPANT HAS INSPECTED THE OCCUPIED PREMISES AND IS OCCUPYING SUCH PREMISES "AS IS." OCCUPANT AND CITY EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF FITNESS AND ANY IMPLIED WARRANTY THAT THE OCCUPIED PREMISES ARE SUITABLE ON THE COMMENCEMENT DATE AND WILL REMAIN SUITABLE FOR THE PERMITTED USE OR OCCUPANT'S INTENDED PURPOSE.**

EXECUTED effective as of the date of countersignature by the City Controller.

ATTEST/SEAL:

BUFFALO FIELD ARCHERY CLUB,  
INC.

By: \_\_\_\_\_  
Name:  
Title:

By: Thomas Wallen  
Name: Thomas Wallen  
Title: President

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS  
Signed by:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

COUNTERSIGNED BY:

Joe Turner  
\_\_\_\_\_  
Director, Parks & Recreation  
Department

\_\_\_\_\_  
City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

\_\_\_\_\_  
Sr. Assistant City Attorney  
L.D. File No.

\_\_\_\_\_

CONSENT AND APPROVAL:

UNITED STATES DEPARTMENT  
OF THE ARMY CORPS OF  
ENGINEERS

By: \_\_\_\_\_

Title \_\_\_\_\_

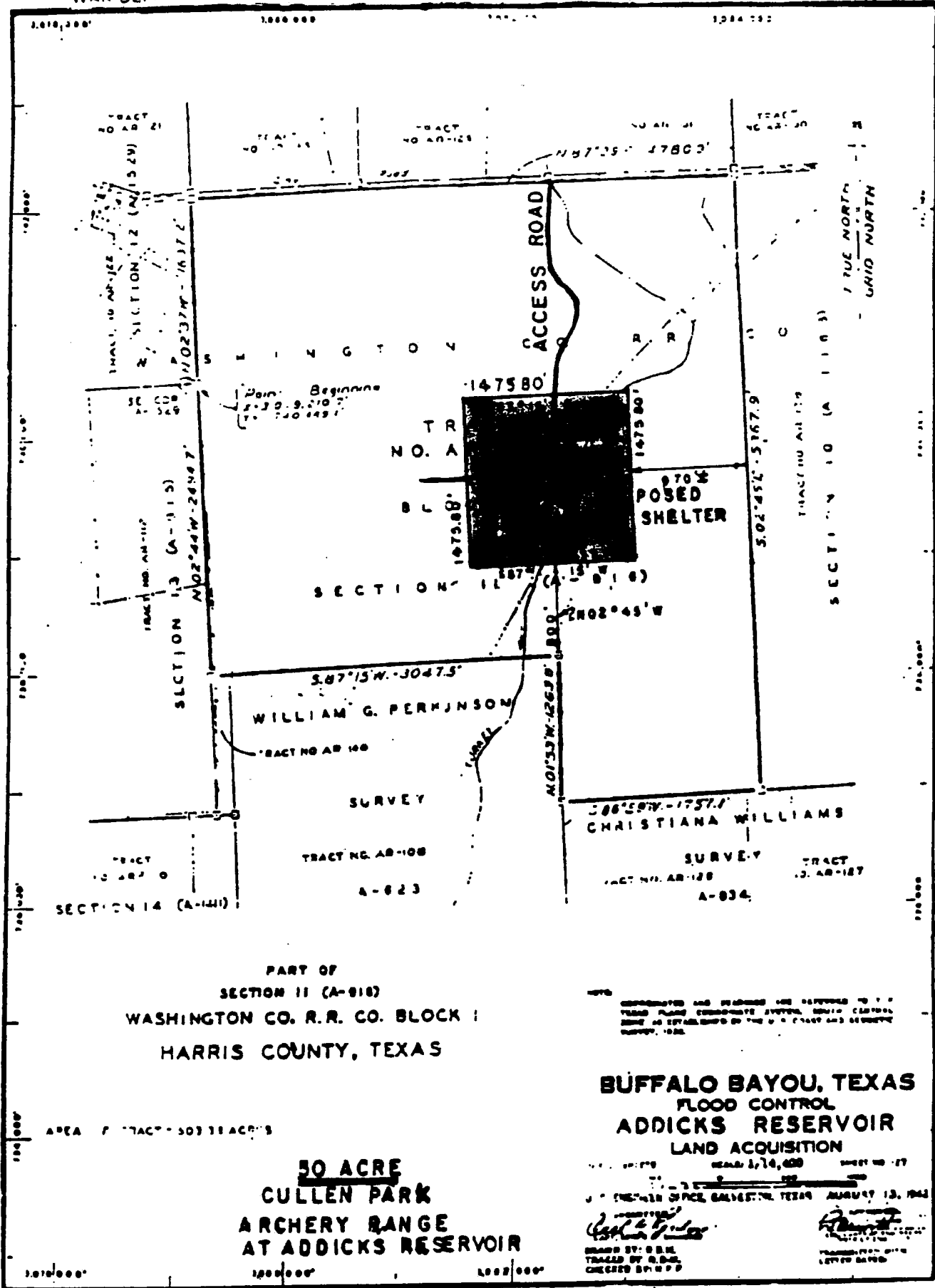
**Exhibit "A"**

**Map of Archery Range—Cullen Park**

EXHIBIT "A"

WAR DEPARTMENT

CORPS OF ENGINEERS U S ARMY



PART OF  
SECTION 11 (A-918)  
WASHINGTON CO. R.R. CO. BLOCK 1  
HARRIS COUNTY, TEXAS

AREA OF TRACT - 503.33 ACRES

**50 ACRES**  
**CULLEN PARK**  
**ARCHERY RANGE**  
**AT ADDICKS RESERVOIR**

REPRODUCED AND REVISIONS ARE REFERRED TO BY THE TRACK PLANE COORDINATE SYSTEM, WHICH CONTAINS THE DATA ESTABLISHED BY THE U.S. PLANT AND GEODETIC SURVEY, 1928.

**BUFFALO BAYOU, TEXAS**  
**FLOOD CONTROL**  
**ADDICKS RESERVOIR**  
**LAND ACQUISITION**

SCALE 1:70,000 SHEET NO. 17  
U.S. ENGINEER OFFICE GALVESTON, TEXAS AUGUST 13, 1944  
DRAWN BY: G.B.E.  
CHECKED BY: G.B.E.  
HARRIS COUNTY, TEXAS  
LITTLE ROCK, ARK.

## **Exhibit "B"**

### **Permitted Use and Responsibilities of the Occupant**

1. Provide archery activities targeted for use by the general public, including developmental programming such as lessons and coaching clinics that are designed to provide recreation or instruction, tournaments in which the general public may participate, and publicize all such activities.
2. Establish operating hours that allow the general public use of the facility free of charge a minimum of twenty four (24) hours per month. The exact months and days of operation shall be pre-approved by the Director. Schedules will be posted at the Range, and made available to the public and the Department. With the exception of public contests or other special events, there shall never be any charge to the public for use of the Range.
3. Provide at all times the range is open to the general public, a range safety officer, range security, first aid supplies (including a currently inspected and reasonably stocked first aid kit), and a functional mobile telephone for the purpose of emergency notification.
4. No later than January 15<sup>th</sup> of each year, notify the department in writing of the duly elected officers of the club.
5. No later than 45 days after the countersignature date of this agreement, on the main entrance road to the facility, the Occupant will supply, erect, and maintain a sign that:
  - a. Lists the physical address of the range;
  - b. Indicates the hours that the facility will be open to the public, free of charge;
  - c. Identifies the safety rules and regulations for using the range;
  - d. Identifies who to notify in the case of an incident at the range;
  - e. Complies with the requirement outlined in Section 3.7 of this agreement.
7. Determine and supply all needed administrative space, equipment, support items, operational equipment, and peripheral supplies related to archery activities, both public and private.
8. Not undertake any major repairs and alterations, additions or improvements to the area covered by this agreement without the express prior written approval of the Director (who will be responsible for obtaining approval from the Corps of Engineers Galveston District). "Major repairs, alterations, additions, and improvements" includes but is not limited to:
  - a. Modifying the terrain at the range;
  - b. Removing shrubs or trees;
  - c. Constructing improvements on the range; and
  - d. Developing new archery courses on the range.

9. Submit an annual report to the Director no later than February 20<sup>th</sup> of each year that covers the preceding year's activities. This annual report should include:
  - a. Number of adults who used the facility for non-tournament activities;
  - b. Number of youth who used the facility for non-tournament activities;
  - c. Number of tournaments that were held and the attendance at those tournaments (broken down by adult and youth);
  - d. Number of hours of operation in the preceding calendar year for general attendance and tournament play;
  - e. Gross revenue generated from all sources (e.g., membership fees, tournament registration fees, concessions, etc.); and
  - f. Total expenses by type (i.e., tournament expenses; range improvement expenses, travel, salaries, services, etc.).
  - g. Annual financial statement.
10. Report all break-ins, acts of vandalism, and participant incidents to the Houston Police Department and to the department's Dispatch Office immediately (713-845-1000) .
11. Require each participant to sign a form releasing City from liability in the event of accident or injury. The format of this release shall be approved the City of Houston's Legal Department. Buffalo Field Archery Club members need only sign such a form once. All released forms will be kept on file by the Club's officers and submitted to the Director upon request.
12. Collect all rubbish generated by range operations, have that rubbish disposed of timely, and pay the waste disposal firm for this service. The Occupant, not Parks and Recreation Department employees, are responsible for coordinating the rubbish disposal vendor's access to the property.
13. Supply one or more portable toilets for the public's use and pay the portable toilet firm for this service.
14. Be responsible for general housekeeping, grounds keeping, and repairs to structures placed on the range by the Occupant.
15. Not sell, dispense, distribute, or cause to be distributed, tobacco or any alcoholic beverages without the written permission of the Director.
16. The Occupant is not authorized to sell, barter, or trade any products of any type at the range during non-tournament activities. If the Occupant desires to conduct any commercial activities (sales) at tournaments, the Occupant must obtain the written approval of the Director beforehand and must comply with City of Houston ordinances with regards to commercial activity in parks.

17. Occupant shall use any net profit after deduction of reasonable direct costs of operation of any special events solely for the improvement of the range and its vicinity.
18. City and the United States Government shall have the right of entry to the range for any purpose including the right to enter the range for the purposes of inspection, enforcement of laws, rules and regulations and for any other lawful purpose.
19. Occupant shall permit the officers, agents and employees of the United States Government the right and power pursuant to Lease No. DACW 64-1-82-60 attached as Exhibit "D":
  - a. To enter the range at any time for the purpose of flood control, to remove timber or other materials required for flood control and to make any other use of the land as may be necessary in connection with that control; and
  - b. To flood the area if and when necessary.

**Exhibit "C"**

**Annual Report Form**

**Exhibit "D"**

**Department of Army Lease**



above-cited Acts of Congress. The lessee shall protect the premises from fire, vandalism and soil erosion, and make and enforce such regulations as are necessary and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with provisions of the above-cited Acts of Congress.

2. The lessee agrees to administer the land and water areas included in the lease for recreation, and to bear the costs of operation, maintenance and replacement of all facilities and improvements on the premises at the commencement of this lease or added during its term. As used in this lease, the term "replacement" shall be construed to mean the replacement, in whole or in part, of any structure or improvement so worn or damaged by any cause as to no longer adequately serve its designed function with normal maintenance. The lessee shall be guided by an Annual Plan of Operation and Maintenance in furtherance of the Cullen Park Plan of Recreation Development and Management, adopted pursuant to Article 1(b) of The Contract and by this reference made a part hereof. On or before the anniversary date of the lease each year, the parties shall agree on the Annual Plan which shall include, but is not limited to, the following:

a. Plans for management activities to be undertaken by the lessee, including improvements and other facilities to be constructed thereon in accordance with The Contract.

b. Report of the management, maintenance and development accomplishments of the lessee for the preceding year.

c. Significant modifications of policies or procedures which have been developed or are to be applied.

d. Minor modifications to the Cullen Park Plan of Recreation Development and Management (major modifications to be accomplished by amendment of the Plan).

3. In addition to the fees and charges authorized under the provisions of Article 4 of The Contract, the lessee and its sublessees may conduct such revenue producing activities as are within the scope of Article 3 of The Contract. All timber and brush salvaged by the lessee, when in the way of construction, shall remain on reservoir lands to be used to return organic material to the soil, in a manner approved by the District Commander.

4. Upon the commencement of this lease, the parties hereto shall cause to be made an inventory of all improvements constructed in whole or in part with Corps of Engineers funds under the terms of The Contract. From time to time there shall be added to said inventory such additional improvements as may be constructed pursuant to the aforesaid contract. Certain

types of "Additional Facilities" including, but not limited to: restaurants, lodges, golf courses, cabins, clubhouses, overnight or vacation type structures, stables, marinas, swimming pools, commissaries, chairlifts, and such similar revenue producing facilities, constructed under the authority of Article 3 of The Contract, shall not be added to this inventory. The inventory of improvements shall include descriptions and drawings sufficient to permit their identification and condition, and to replace them if required during the term or on the expiration or termination of this lease. Said inventory and all amendments thereto shall be approved in writing by authorized representatives of the parties hereto, and shall thereupon become a part of this lease as if originally annexed.

5. The lessee may grant permits and licenses, and sublease all or portions of the leased property, for purposes which are consistent with the terms and conditions of this lease and with the Cullen Park Plan of Recreation Development and Management. All such grants shall state that they are granted subject to the provisions of this lease. On reservoirs where concessions are operated under leases granted by the Government or by its other grantees, the terms and conditions of permits, licenses and subleases granted by the lessee for revenue producing purposes shall first be approved by the District Commander

in writing. In order to protect the investments of sublessees, the District Commander is authorized to approve subleases which require the Government to continue to honor such parts of the subleases which may be necessary to assure the continuation of the subleased activities upon a default which would result in a revocation of the prime lease under Condition No. 16 hereof.

6. No permits, licenses or subleases will be granted to adjacent private property owners for use, alteration, improvement, addition of facilities, or any other purpose which would confer upon them privileges not available to the general public, or which would infer or imply exclusive private use of public lands.

7. The title to oil, gas, and other minerals involving lands described in Attachment 1 was neither acquired nor subordinated by the Government, and remains outstanding and is vested in others. Portions of the lease premises are presently devoted to mineral production, and it is likely and probable that exploration, development, and production of minerals will occur on the lease premises throughout the term of this lease and any extension thereof. This lease is therefore made subject to the dominant rights of mineral owners and mineral lessees to reasonable and prudent use of the surface of the leased premises in the course of the exploration, development, production and removal of minerals and all other uses incident

thereto. In this regard, lessee agrees to be soley responsible for coordination with the mineral owners and/or their lessees of any and all activities and use of the land by the City and its concessionaires. The City of Houston agrees to pay any and all judgments against the City or the United States by mineral owners and/or their lessees arising out of or in any way incident to utilization of the leased premises by the City or its concessionaires. The United States and the City agree to cooperate with each other in the defense of any lawsuit instituted by mineral owners or their lessees. The United States agrees to notify the City within a reasonable period of time of any suit filed against the United States where the City may be liable under this paragraph but is not a party to that suit. In the event that the United States is sued and the City is not sued and the City does not receive reasonable notice of the suit and a default judgment is entered against the United States, the City will not be liable for the judgment under this paragraph.

8. The lessee shall establish and maintain adequate records and accounts, and render annual statements of receipts and expenditures to the District Commander, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the lessee. The District Commander shall have the right to perform audits of the

lessee's records and accounts, and to require the lessee to audit the records and accounts of sublessees, and furnish the District Commander a copy of the results of such an audit. All monies received by the lessee from operations conducted on the premises including, but not limited to, entrance and admission fees, and user fees and rental, or other consideration received from its concessionaires may be utilized by the lessee for the administration, maintenance, operation and development of the premises. In no event shall these monies be an allowable item for equalization by the Government if used to construct cost-shared facilities. Any such monies not so utilized, or programmed for utilization within a reasonable time, shall be paid to the District Commander at the end of each 5-year period.

9. The rates and prices charged by the lessee or its grantees for revenue-producing activities shall be reasonable and comparable to rates charged for similar goods and services by others in the community and on the reservoir. The Government shall have the right to review such rates and prices and require an increase or reduction where it finds the objective of this paragraph has been violated.

10. The right is reserved to the United States, its officers, agents and employees to enter upon the premises at any time to make inspections concerning the operation and maintenance of the lands and facilities provided hereunder, and

for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with public navigation and flood control; and the lessee shall have no claim for damages of any character on account thereof against the United States or any officer, agent or employee thereof.

11. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants or employees, or others who may be on the premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities. To the extent that it may legally do so, the lessee shall hold the United States harmless from any and all such claims, not including damages due to the fault or negligence of the United States or its contractor.

12. That at the time of the commencement of this lease, the lessee will obtain from a reputable insurance company,

acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$2,000,000.00 per person in any one claim, and an aggregate limit of \$2,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$500,000.00 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the lessee under the terms of this lease. The lessee shall furnish copies of required policies or other evidence of insurance to the District Commander.

13. The lessee or its grantees shall not discriminate against any person or persons because of race, creed, color, sex or national origin in the conduct of its operations hereunder. The lessee has furnished as part of The Contract an assurance that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations; and all grantees shall supply like assurances.

14. This lease is subject to all existing easements, and easements subsequently granted, for roadways, utilities and other purposes, located or to be located on the premises; provided that the proposed grant of any easement will be coordinated with the lessee, and easements will not be granted

which will, in the opinion of the District Commander, interfere with developments, present or proposed, by the lessee.

15. The lessee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency and/or a State Water Pollution Control Agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions or instructions in effect or prescribed by the Environmental Protection Agency or State Agency are hereby made a condition of this lease.

16. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for thirty (30) days after notice thereof, in writing, by the District Commander. Such a termination shall not derogate or diminish such other remedies in law as may be available to the Government and in no way shall it act to relieve the lessee of its responsibilities and obligations under The Contract; provided, however, that the City will not be liable to perform any duty, obligation or covenant hereunder or to pay damages when the City fails or is unable to perform under this agreement when same is caused by the failure of Congress to appropriate funds as set forth in Article 1(f) of The Contract. In lieu of revocation, the District Commander, in

his discretion, upon a finding that a violation constitutes a health or safety hazard, may suspend the use of that operation or facility until such deficiency is rectified.

17. On or before the date of expiration of this lease, the lessee shall vacate the premises, remove its property therefrom, ("its property" refers only to those improvements and facilities not cost-shared by the Department of the Army), and restore the premises to a condition satisfactory to the District Commander. If, however, this lease is revoked, the lessee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States, or its officers or agents shall be created by or made on account thereof.

18. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to: Director of Real Estate, City of Houston, Post Office Box 1562, Houston, Texas 77001; if to the Government, to District Commander, U. S. Army Engineer District, Galveston, ATTN: SWGRE-M, P.O. Box 1229, Galveston, Texas 77553; or as may from time to time be directed

by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

19. The leased premises are subject to prior and outstanding grazing and/or agricultural leases. These leases shall remain in force and effect for the remainder of their terms unless and until the City of Houston demonstrates to the satisfaction of the District Commander, Galveston District, U.S. Army Corps of Engineers, that such continued use would be incompatible with the development of the leased premises as such. As such prior and outstanding leases expire, they shall be renewed by the District Commander unless and until the City of Houston demonstrates that such renewal is incompatible with the development of the leased premises.

20. No structure of any type for human habitation shall be permitted on the leased premises.

21. Present lease agreements for grazing purposes require the lessee thereunder to maintain the fences between Government-owned property land and private land. As such land is transferred to the care and custody of the City of Houston, the City shall maintain a clearly marked boundary between the Government-owned land and private land. Maintenance of this

boundary may be either by maintenance of the existing fences or by installation of poles or other commonly accepted boundary markers at such frequent intervals that the boundary line never comes into question.

22. The Corps is responsible for conducting a survey of cultural resources for the park. In the event that eligible properties are discovered during the survey or during construction, the sites will either be avoided or mitigated. All costs of mitigation or avoidance under the Memorandum of Agreement will be paid by the City. The lease will not be executed nor will construction be started until full compliance with all laws and regulations relating to protection of cultural resources is achieved, including the execution of a Memorandum of Agreement between the Advisory Council on Historic Preservation, the State Historic Preservation Officer and the Corps. The City and its agents shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the District Commander, Galveston District, and the site and the material shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Commander.

IN WITNESS WHEREOF, I have hereunto set my hand by  
authority of the Secretary of the Army this 4th day  
of February, 1983.

*Alan L. Laubscher*  
ALAN L. LAUBSCHER  
Colonel, Corps of Engineers  
District Engineer

Executed on this 20th day of January,  
1983 by Lessee's undersigned officers, hereunto duly  
authorized by its City Council.

ATTEST  
By *Anna Russell*  
City Secretary  
Anna Russell

CITY OF HOUSTON  
By *Kathryn J. Whitmire*  
Mayor  
Kathryn J. Whitmire

APPROVED AND RECOMMENDED  
By *John Silva*  
Director of Parks and  
Recreation John Silva

COUNTERSIGNED  
By *Lance Lalor*  
Comptroller  
Lance Lalor

APPROVED AS TO FORM  
By *John A. Langworthy*  
City Attorney  
John A. Langworthy

FILED  
MAR 25 3 43 PM 1983  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §  
COUNTY OF HARRIS §.

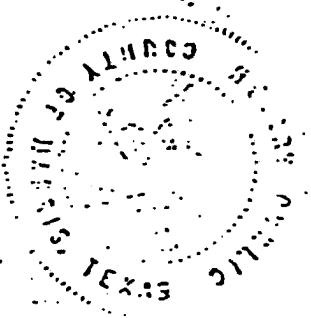
BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Kathryn J. Whitmire, Mayor of the City of Houston, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of the City of Houston, the said municipal corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20<sup>th</sup> day of JANUARY, A.D. 19 83.

Carol Jones

Notary Public in and for  
Harris County, T e x a s

GREGG BAINS  
Notary Public in and for the State of Texas  
My Commission Expires 9/3/83

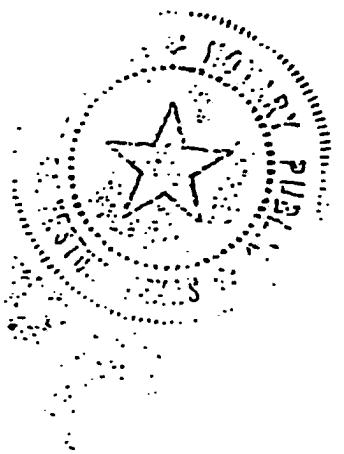


STATE OF TEXAS     I  
                              I  
COUNTY OF GALVESTON I

9481-CC-110

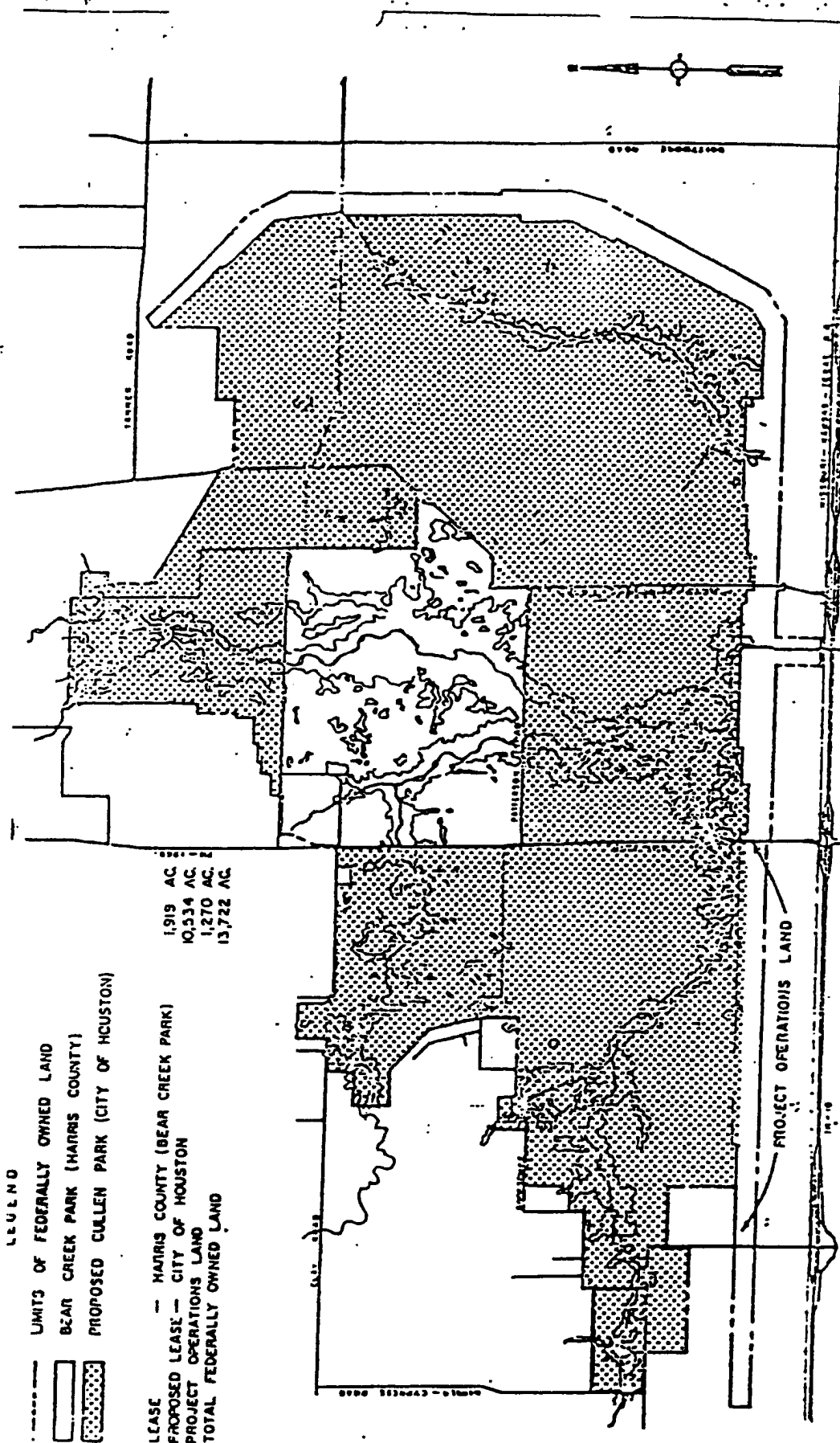
BEFORE ME, the undersigned Notary Public, personally appeared Alan L. Laubscher, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument Lease No. DACV64-1-82-60 and acknowledged to me that he executed the said instrument for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of the United States of America.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4th DAY OF FEBRUARY 1983.



*Edward J. Gurlizon*  
Notary Public in and for  
Galveston County, Texas

EDWARD J. GURLIZON  
NOTARY FOR STATE OF TEXAS



LEASE  
 PROPOSED LEASE - CITY OF HOUSTON  
 PROJECT OPERATIONS LAND  
 TOTAL FEDERALLY OWNED LAND

--- HARRIS COUNTY (BEAR CREEK PARK)  
 --- CITY OF HOUSTON  
 --- BEAR CREEK PARK (HARRIS COUNTY)  
 --- PROPOSED CULLEN PARK (CITY OF HOUSTON)

1,919 AC.  
 10,534 AC.  
 1,270 AC.  
 13,722 AC.

**ADDICKS RESERVOIR**  
 CUFFALO DAYOU, TEXAS  
 PROPOSED LEASE MAP  
 U.S. MAPLES BIRMINGHAM ALABAMA, TEXAS  
 1/16/86  
 01103.1910

APPROVED FOR RECORDING ONLY

*Richard P. D...*  
 County Engineer

ATTACHMENT NO. 1

Exhibit     B      
 Page   17   of   17  

RECORDER MEMORANDUM  
 At the time of recording, this instrument was found to be in compliance with the provisions of the Texas Constitution and the laws of this State relating to the recording of instruments. All instruments, signatures and stamps were present at the time the instrument was filed and recorded.

