

LAND LEASE

Terms

Date: September 3, 2024

Landlord: Deer Park Independent School District

Landlord's Address:

2800 Texas Ave.
Deer Park, TX 77536

Tenant: City of Deer Park, Texas

Tenant's Address:

710 E. San Augustine
Deer Park, TX 77536

Premises: SURFACE ONLY of approximately the 3.67 acres of Land per year of outlots 30 and 55 of outlots to the Town of Deer Park, Texas, recorded in Volume 165, Page 77 of the Harris County Clerk's property records. (Exhibit A-Survey)

Rent: \$10.00 per year and other valuable consideration.

Term (months): 25 YEARS

Commencement Date: October 1, 2024

Termination Date: October 1, 2049

USE: Pickle Ball Courts

Definitions

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors. "

Tenant" means Tenant and its agents, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to:

1. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for Tenant's intended use.
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.

3. 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.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than that stated in the lease.
2. Create or allow a nuisance or permit any waste of the Premises.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. *Condemnation/Substantial or Partial Taking*
 - a. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

Venue. Venue is in the county in which the Premises are located.

Entire Agreement. This lease, together with the attached exhibits and riders, 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.

Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

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.

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.

Mineral Interest. This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefore.

Landlord:

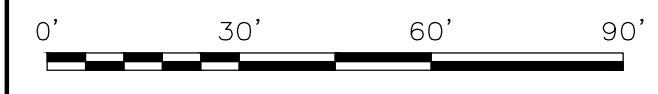
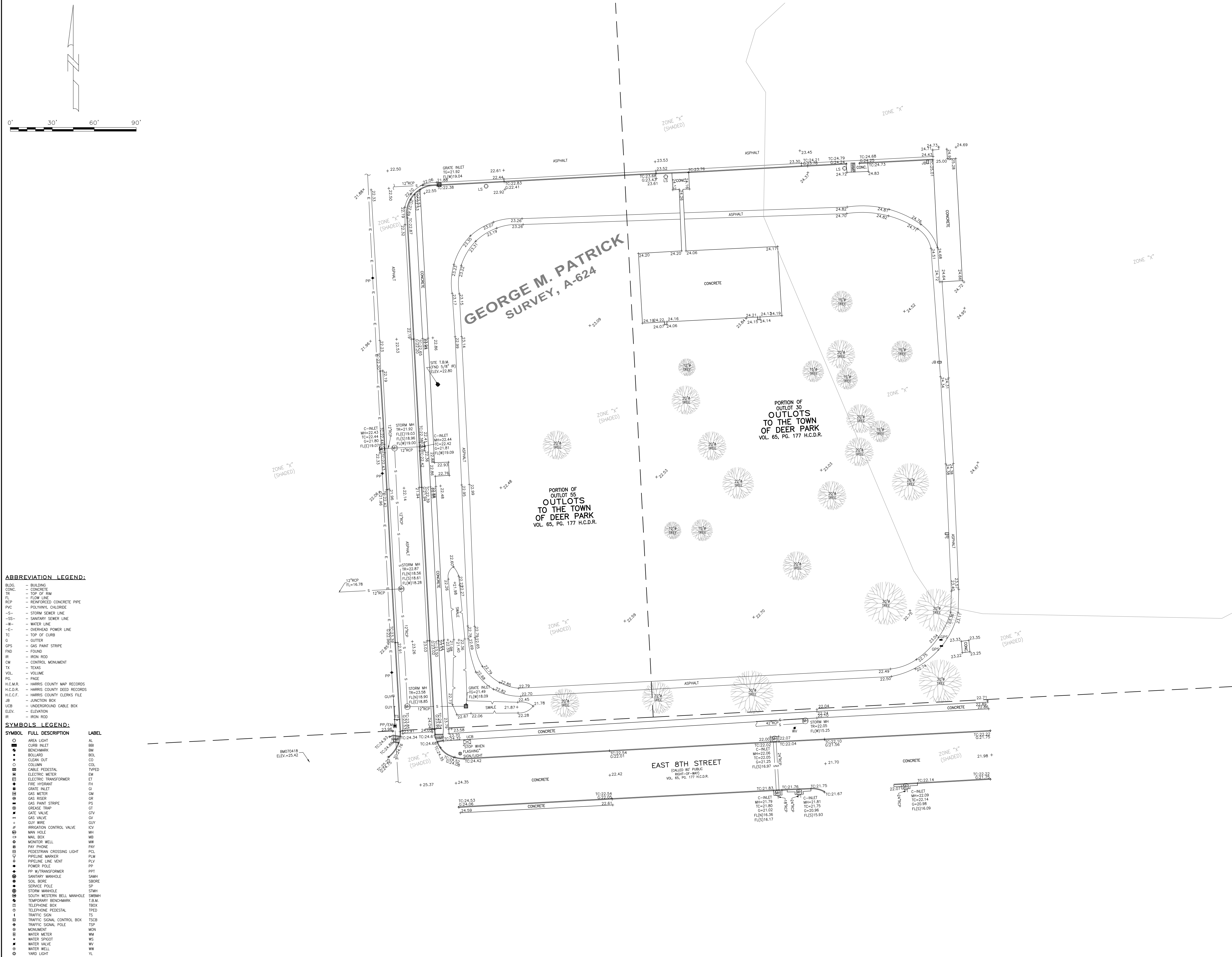
DEER PARK INDEPENDENT SCHOOL DISTRICT

By: _____
Title: _____

Tenant:

CITY of DEER PARK TEXAS

By: JAMES STOKES
Title: City Manager

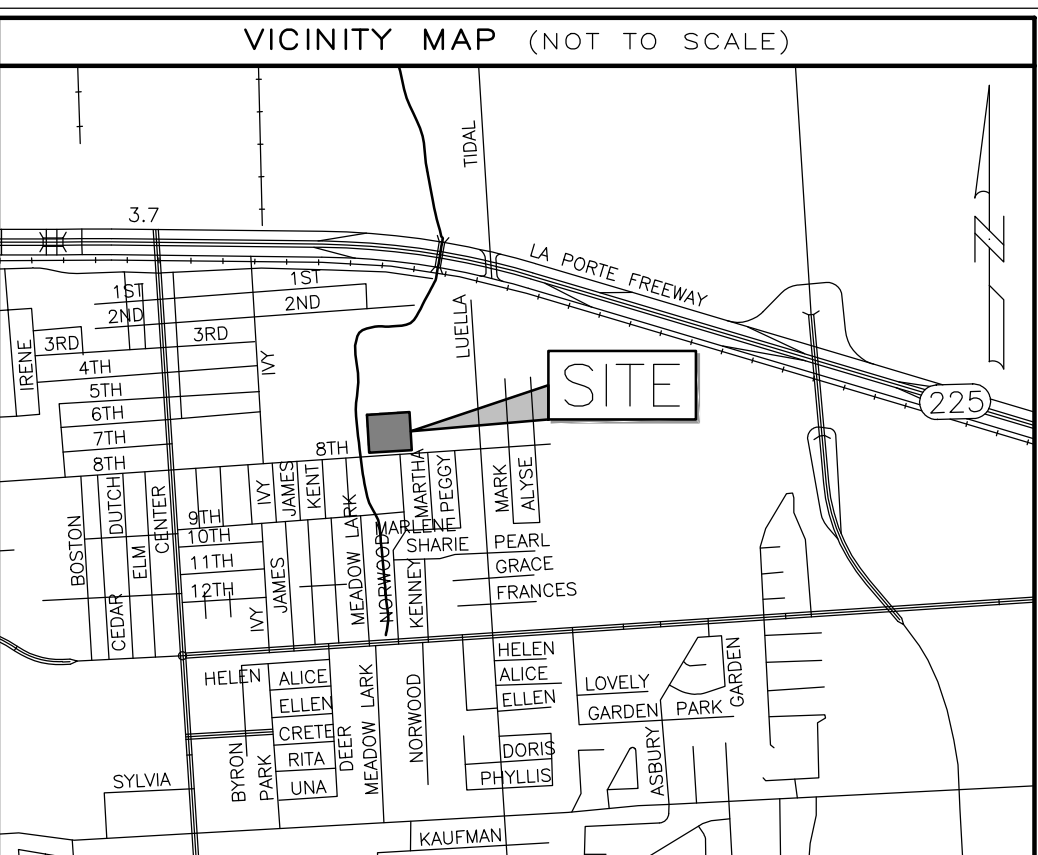


ABBREVIATION LEGEND:

BLOC	- BUILDING
CONC	- CONCRETE
TR	- TOP OF RM
FL	- FLOW LINE
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINYL CHLORIDE
SS	- STORM SEWER LINE
SS-	- SANITARY SEWER LINE
W	- WATER LINE
OC	- OVERHEAD POWER LINE
TC	- TOP OF CURB
G	- GUTTER
FND	- FOUND
IR	- IRON ROD
CM	- CONTROL MONUMENT
TK	- TACKS
VOL	- VOLUME
PC	- PAGE
H.C.M.R.	- HARRIS COUNTY MAP RECORDS
H.C.D.R.	- HARRIS COUNTY DEED RECORDS
H.C.C.F.	- HARRIS COUNTY CLERKS FILE
JB	- JUNCTION BOX
UCB	- UNDERGROUND CABLE BOX
ELEV.	- ELEVATION
IR	- IRON ROD

SYMBOLS LEGEND:

SYMBOL	FULL DESCRIPTION	LABEL
AL	AREA LIGHT	AL
BL	CURB INLET	BL
BM	BENCHMARK	BM
BOL	BOLLARD	BOL
CO	CLEAN OUT	CO
COL	COLUMN	COL
CPED	CHALK PEDESTAL	CPED
EM	ELECTRIC METER	EM
ET	ELECTRIC TRANSFORMER	ET
FI	FIRE HYDRANT	FI
GI	GRATE INLET	GI
GM	GAS METER	GM
GR	GAS RISER	GR
PS	GAS PAINT STRIPE	PS
GT	GREASE TRAP	GT
GV	GATE VALVE	GV
GV	GAS VALVE	GV
GUY	GUY WIRE	GUY
ICV	IRRIGATION CONTROL VALVE	ICV
MH	MAN HOLE	MH
MB	MAIL BOX	MB
MM	MONITOR WELL	MM
MP	PAV PHONE	MP
PAY	PEDESTRIAN CROSSING LIGHT	PAY
PCL	PIPELINE CROSSING LIGHT	PCL
PLM	PIPELINE MARKER	PLM
PLV	PIPELINE LINE VENT	PLV
PP	POWER POLE	PP
PPT	PP W/ TRANSFORMER	PPT
SMH	SANITARY MANHOLE	SMH
SRM	SOIL BORE	SRM
SP	SERVICE POLE	SP
STW	STORM MANHOLE	STW
SWMH	SOUTH WESTERN BELL MANHOLE	SWMH
T.B.M.	TEMPORARY BENCHMARK	T.B.M.
TBOX	TELEPHONE BOX	TBOX
TFED	TELEPHONE PEDESTAL	TFED
TS	TRAFFIC SIGN	TS
TSB	TRAFFIC SIGNAL CONTROL BOX	TSB
TSP	TRAFFIC SIGNAL POLE	TSP
MON	MONUMENT	MON
WM	WATER METER	WM
WS	WATER SPROUT	WS
WW	WATER WELVE	WW
WW	WATER WELL	WW
YL	YARD LIGHT	YL



PROJECT BENCHMARK

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NUMBER 07400
 BRASS DISC STAMPED 07400 ON HEADWALL AT DEAD END OF LUELLA STREET AND 0104-08-00 LOCATED ON HEADWALL ON THE SOUTH END OF A HEADWALL AND ON THE EAST SIDE OF LUELLA IN KEMAP 5382 IN THE SAN JACINTO RIVER WATERSHED.
 ELEVATION: 25.23 FEET (NAVD88, 2001 ADJUSTED)

BASIS OF BEARINGS & COORDINATES

THE BEARINGS AND COORDINATES SHOWN HEREON WERE OBTAINED FROM GPS OBSERVATIONS AND ARE REFERENCED TO NAD83 HORIZONTAL PROJECTION ZONE 14S SOUTH CENTRAL 4204.

F.E.M.A. FLOOD ZONE STATEMENT

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 4820100930 M, DATED JANUARY 6th 2017 AND HAVE DETERMINED THAT THE TRACT HEREIN SURVEYED LIES PARTIALLY WITHIN ZONE "X" OR AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN AND PARTIALLY WITHIN ZONE "X" (SHADED) OR AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN.

NOTE: THE INFORMATION IN THIS STATEMENT WAS OBTAINED FROM THE FEMA FLOOD MAP SERVICE CENTER. THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING UNDER SPECIFIC CONDITIONS.

TITLE COMMITMENT INFORMATION

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING RECORDED EASEMENTS, BUILDING LINES AND ANY OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS NOT ABSTRACTED.

GENERAL SURVEYOR NOTES

- NO LOCATION OF WETLAND AREAS, FAULT LINES, TOXIC WASTE OR ANY OTHER ENVIRONMENTAL ISSUES WERE DETERMINED AT THE TIME OF SURVEY. SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT TO THE APPROPRIATE AUTHORITIES OR AN EXPERT CONSULTANT.
- THE SQUARE FOOTAGE TOTALS AS SHOWN HEREON ARE BASED ON A MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THIS SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
- NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF SURVEY.
- NO EVIDENCE WAS FOUND FOR PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES AND NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT THE TIME OF SURVEY.
- NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL AT THE TIME OF SURVEY.
- SUBJECT TO ALL BUILDING LINES, PLATING LAWS, ZONING, ENFORCEABLE RESTRICTIVE COVENANTS, AND CITY ORDINANCES NOW IN FORCE IN THE CITY OF DEER PARK, HARRIS COUNTY, TEXAS.

SURVEYORS CERTIFICATION

I, KEVIN K. KOLB, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION ON AUGUST 8, 2024. THAT THIS PLAN CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A TOPOGRAPHIC SURVEY.

WITNESS MY HAND AND SEAL THIS 14th DAY OF AUGUST, 2024.

[Signature]
 KEVIN K. KOLB
 REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 5269

LAND TITLE DESCRIPTION

TOPOGRAPHIC SURVEY
 OF A PORTION OF
OUTLOTS 30 & 55 OF
OUTLOTS TO THE
TOWN OF DEER PARK
 A SUBDIVISION RECORDED VOLUME 165, PAGE 77
 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS
 AND BEING FURTHER SITUATED WITHIN THE
GEORGE M. PATRICK SURVEY,
ABSTRACT NUMBER 624
 CITY OF DEER PARK, HARRIS COUNTY, TEXAS

PROPERTY OWNER(S) AND ADDRESS

OWNER(s)	-	COUNTY	HARRIS
ADDRESS	0 EAST 8TH STREET DEER PARK, TEXAS 77536	STATE	TEXAS

DRAWING INFORMATION

SCALE	1" = 30'
PAPER SIZE	24" x 36" LANDSCAPE
PROJECT NO.	24-199
FIELD DATA	
DATE	8-8-24
REV.	-
DRAFTING	
BY	K. PHILLIPS
DATE	8-13-24
REV.	-

TOTAL SURVEYORS, INC.
 4303 CENTER STREET, DEER PARK, TEXAS
 PHONE: 281.479.8719 | TOTALSURVEYORS.COM
 T.B.P.L.S. FIRM REGISTRATION NO. 10075300

SHEET 1 OF 1