

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into by and between the Clear Creek Independent School District (“Lessor” or the “District”), and the City of League City, Texas (“Lessee”), to be effective as of _____, 2021 (the “Effective Date”);

WHEREAS, Lessor is the owner of that property consisting of approximately ____ acres located in Galveston County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”), including, without limitation the existing building (the “Building”) and other improvements located thereon, (collectively, the “Improvements”); and

WHEREAS, Lessee desires to lease from Lessor the Building, as well as approximately two (2) acres of area surrounding the Building (hereinafter collectively referred to as “Premises”), as described and depicted in Exhibit B, Attached hereto and incorporated herein by reference:

NOW THEREFORE, for and in consideration of the foregoing premises, terms, conditions, covenants and performances contained herein, Lessor does hereby lease to Lessee, and Lessee hereby leases from Lessor, the Premises.

TO HAVE AND TO HOLD the Premises, together with all rights, privileges, and appurtenances thereunto unto Lessee for the duration of the Lease Term (as defined herein), subject to the covenants, agreements, terms, provisions and limitations contained herein.

ARTICLE 1 TERM AND TERMINATION

1.01 This Lease is for a term of forty (40) years commencing on _____ 2021 (the “Commencement Date”) and expiring on _____, 2061 (“Lease Term”), unless sooner terminated as herein provided. Lessee may extend the Lease Term by an additional ten (10) years by providing Lessor written notice of extension no later than thirty (30) days prior to the expiration of the Lease Term.

1.02 Notwithstanding anything in this lease to the contrary, either party may, at any time, terminate this Lease as to all or any part of the Premises by delivering written notice (a “Termination Notice”) to the other party; provided, however, Lessor may only terminate this Lease as to all or any part of the Premises pursuant to this Section 1.02 (i) in order to convert such portion of the Premises to use by Lessor for school purposes (ii) for reasons of financial exigency; or (iii) in the event that Lessor decides to sell the Property or any portion thereof. The Termination Notice shall specify the portion of the Premises to be

released from this Lease (the "Released Premises"). In such event any and all permanent improvements constructed on the Premises by Lessee in compliance with the requirements of Section 7.01, below (the "Approved Improvements"), may be removed by Lessee from the Premises. The termination provided by this Section 1.02 shall be effective ninety (90) days after receipt of the Termination Notice by the non-terminating party.

1.03 In the event that Lessor exercises its right to terminate the Lease as set forth in Section 1.02, then Lessor agrees to reimburse the Lessee for the depreciated value of any Approved Improvements not removed from the Premises by Lessee as provided in Section 1.02 at the time of such termination (the "Improvement Reimbursement"), provided, however that the Improvement Reimbursement amount shall not, under any circumstances, exceed an amount equal to Two Hundred Fifty Thousand and No/100 dollars (\$250,000.00) (the "Improvement Reimbursement Cap").

ARTICLE 2 CONSIDERATION

2.01 Lessee agrees to pay Lessor as rental fee for the use and occupancy of the Premises under this Lease the amount of One and No/100 Dollars (\$1.00) per year for the duration of the Lease Term ("Rent").

ARTICLE 3 ACCEPTANCE OF PREMISES/DISCLAIMER

3.01 LESSEE ACKNOWLEDGES THAT IT IS LEASING THE PREMISES "AS IS" WITH ALL FAULTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL POLLUTANTS, AND/OR ANY OTHER HAZARDOUS MATERIALS, AND THAT LESSOR HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES. LESSEE HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES AND LIENS BASED ON ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES NOT EXPRESSLY SET FORTH IN THIS LEASE. LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE HAS FULLY EXERCISED THE RIGHT TO INSPECT THE PREMISES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH LESSEE INTENDS TO PUT THE PREMISES. THIS LEASE IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS AND OTHER MATTERS OF RECORD APPLICABLE TO THE PREMISES.

ARTICLE 4 USE OF PREMISES

4.01 Permitted Use. Subject to the terms and provisions hereof, Lessee shall use and occupy the Premises primarily for office and administrative purposes. The use of the Premises for any use related to K-12 education is strictly prohibited.

4.02 Void Insurance. Lessee may not use or occupy, permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises in a manner that would in any way make void or voidable any insurance then in force with respect thereto, or that would make it impossible to obtain the insurance required to be furnished by Lessee hereunder.

4.03 Compliance with Laws. Lessee, at its own expense, will comply with all federal, State, municipal and other laws, codes, ordinances, rules and regulations applicable to the Premises whether same are in existence on the execution date of this Lease or become effective during the term of this Lease; and use the highest degree of care and all proper safeguards in connection with its use of the Premises. Lessee shall obtain and maintain, at all times during the duration of the Lease Term, all necessary licenses and permits as may be required by all authorities having jurisdiction thereof.

Furthermore, Lessee will not permit any unlawful use of the Premises and will not commit or permit anyone else to commit an act which might in the exclusive judgment of Lessor, appreciably damage Lessor's goodwill or reputation, or tend to injure or depreciate the value of the Premises and/or any Improvements located within the Property. In addition to the foregoing, Lessee shall furnish to Lessor, within five (5) days of receipt by Lessee, copies of any and all notices and/or correspondence directed to Lessee by any governmental entity or other entity or person indicating violation or possible violation of any laws or other regulations.

ARTICLE 5 UTILITIES AND PERSONAL PROPERTY

5.01 Utilities. Lessee will pay all charges for gas, electricity, light, heat, air conditioning, power, telephone and all other utilities and similar services rendered or supplied to the Premises (the "Utilities"). Lessee shall be responsible for all water rents and sewer service charges in connection with the Premises (the "Water Services"). **IN NO EVENT WILL LESSOR BE LIABLE FOR SUPPLYING ANY UTILITIES TO THE PREMISES.**

5.02 Personal Property. Upon termination or expiration of this Lease, Lessee shall have the right to remove Lessee's furnishings, personal property, and equipment from the Premises, provided that in doing so, Lessee shall not cause any damage to the Premises.

ARTICLE 6 MAINTENANCE

6.01 Maintenance Requirements. Lessee shall maintain in good, safe repair and condition, at its sole expense and risk, all of the Premises, including, without limitation, performing all customary and routine maintenance and repairs on the Improvements, parking areas, structural or latent defects in the Building and all Building machinery and components, which shall include the exterior walls, floors, corridors, windows and other structures and equipment serving the Premises, and such repairs and maintenance thereto as may be deemed necessary by Lessor.

6.02 Damage to Premises. Lessee shall, at Lessee's sole cost and expense, repair any damage to any portion of the Premises caused by the acts or omissions of Lessee, its employees, agents, representatives, licensees, and invitees. All repairs shall be in compliance with the requirements of this Lease, Lessor's policies, and all applicable requirements of the governmental authorities having jurisdiction thereof. If Lessee fails to repair the Premises as required herein, Lessor may, on ten (10) days prior notice to Lessee, enter the Premises if necessary, and perform the repairs at Lessee's sole liability, except that no notice is required in case of emergency. Lessee shall pay the cost thereof, including but not limited to, the cost of labor, materials, equipment, and administration, within thirty (30) days of receipt of a statement of said cost. **LESSEE EXPRESSLY WAIVES AND RELEASES LESSOR FROM ALL DAMAGES AND CLAIMS THAT MAY RESULT FROM SUCH ENTRY BY LESSOR.**

ARTICLE 7 IMPROVEMENTS

7.01 Lessee covenants and agrees not to make or allow to be made any alterations or physical additions or improvements upon the Premises without the prior written approval of Lessor.

Upon obtaining Lessor's prior written approval thereof (and of any related plans and specifications) Lessee may install within the Premises, the necessary fixtures, as may be reasonably required for Lessee's use of the Premises for the Permitted Use.

7.02 Upon the termination or expiration of this Lease, Lessee shall (i) cause, at Lessee's sole cost and expense, to have the Improvements demolished in a manner reasonably acceptable to Lessor and in compliance with the requirements of all authorities having jurisdiction thereof; and (ii) grade and sod the Property as necessary for positive drainage to existing outfall, including existing improvements and/or drainage systems.

**ARTICLE 8
INSURANCE AND LIABILITY**

8.01 LESSEE SHALL, TO THE EXTENT PERMITTED BY LAW, RELEASE AND HOLD HARMLESS LESSOR, ITS SUCCESSORS AND ASSIGNS AND ITS AGENTS, REPRESENTATIVES, TRUSTEES, CONTRACTORS AND EMPLOYEES ("LESSOR PARTIES") FOR, FROM AND AGAINST ANY AND ALL PROCEEDINGS, SUITS, ACTIONS, CLAIMS, DAMAGES, JUDGMENTS, LIABILITIES, LIENS, FINES, PENALTIES, AWARDS AND EXPENSES WHATSOEVER ("CLAIMS"), WHETHER SUCH CLAIMS ARE MADE BY LESSEE, LESSEE'S EMPLOYEES, AGENTS, REPRESENTATIVES OR BY THIRD PARTIES, THAT MAY BE BROUGHT OR INSTITUTED ON ACCOUNT OF OR ARISING OUT OF ANY AND ALL INJURIES OR DAMAGES, INCLUDING DEATH, TO PERSONS OR PROPERTY RELATING DIRECTLY OR INDIRECTLY TO (I) THIS LEASE; (II) THE CONDITION OF THE PREMISES; (III) ANY OCCURRENCE IN, UPON, AT OR FROM THE PREMISES OR ANY PART THEREOF; (IV) THE USE OR OCCUPANCY OF THE PREMISES OR ANY PART THEREOF; AND/OR (V) ANY ACTIVITIES BY LESSEE, AND/OR LESSEE'S LICENSEES, INVITEES, AGENTS, CONTRACTORS, REPRESENTATIVES AND/OR EMPLOYEES; TOGETHER WITH ANY AND ALL LOSSES THERETO. MAINTENANCE OF ANY INSURANCE INCLUDING BUT NOT LIMITED TO THE INSURANCE REFERRED TO IN THIS ARTICLE OR BENEFITS PAYABLE UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS DOES NOT AFFECT LESSEE'S OBLIGATIONS AS SET FORTH HEREIN. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LESSEE'S OBLIGATION AS SET FORTH HEREIN WILL CONTINUE BEYOND THE LEASE TERM OF THIS LEASE IN THE EVENT LESSEE REMAINS IN POSSESSION OF THE PREMISES FOR ANY REASON, OR IN THE EVENT LESSEE HAS ANY FURTHER OBLIGATIONS UNDER THIS LEASE. LESSEE, AS A MATERIAL PART OF THE CONSIDERATION TO LESSOR, HEREBY ASSUMES, TO THE EXTENT PERMITTED BY LAW, ALL RISK OF DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF PERSONS WITHIN THE PREMISES, EXCEPT THOSE CAUSED BY LESSOR'S SOLE NEGLIGENCE, AND LESSEE HEREBY WAIVES ALL CLAIMS IN RESPECT THEREOF AGAINST LESSOR, EXCEPT FOR CLAIMS ARISING OUT OF LESSOR'S SOLE NEGLIGENCE. EXCEPT FOR INJURY OR DAMAGE, IF ANY, CAUSED BY LESSOR'S SOLE NEGLIGENCE, LESSEE HEREBY COVENANTS THAT THE LESSOR PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE WHICH MAY BE SUSTAINED BY THE GOODS, WARES, MERCHANDISE OR PROPERTY OF LESSEE, AND/OR LESSEE'S LICENSEES, INVITEES, AGENTS, CONTRACTORS, REPRESENTATIVES AND EMPLOYEES OR DEATH OR INJURY OF ANY PERSON CAUSED BY OR

RESULTING FROM THEFT, FIRE, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION OR ANY OTHER ACTION OF ANY GOVERNMENTAL BODY OR AUTHORITY, OR ANY OTHER MATTER, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL LOSS OR DAMAGE FROM ANY CAUSE WHATSOEVER BY REASON OF THE USE, OCCUPANCY OR ENJOYMENT OF THE PREMISES BY LESSEE OR ANY PERSON THEREIN OR HOLDING UNDER LESSEE.

8.02 Insurance. At all times during the Lease Term, Lessee, at its sole cost and expense, shall carry a standard policy of commercial general liability insurance against injury or death to persons or damage to property arising out of occurrences on or about the Premises ("CGL Insurance") in the minimum amount of \$1,000,000.00 per each occurrence; \$2,000,000 general aggregate, \$1,000,000.00 property damage, and \$2,000,000.00 in umbrella, which shall include (i) coverage for premises and operations; (ii) coverage for Lessor's concurring negligence; and (iii) contractual liability coverage insuring the obligations of Lessee under the terms of this Lease, including but not limited to the obligations herein. In addition, Lessee shall obtain and maintain throughout the Lease Term, and any renewals thereof, insurance of such types and coverage(s) to cover Lessee's equipment, fixtures, and personal property owned by Lessee and located on the Premises. The CGL Insurance policy(ies) to be maintained by Lessee shall (i) state that it is primary with regard to any other insurance carried by Lessor (and any insurance carried by Lessor shall be excess, secondary, and noncontributing), (ii) For the GL policy name Lessor and such parties as Lessor may reasonably designate as additional insureds, (iii) be endorsed to provide cross-liability coverage.

In addition, Lessee shall maintain property insurance covering the Premises caused by perils now or hereafter embraced by or defined in a manuscript "all risk" policy (or any successor to such policy), including at least such perils as customarily insured for similar properties in Galveston County, Texas, in an amount equal to the full replacement value of the Premises and improvements thereon. The policy shall contain an agreed value endorsement and a laws and ordinances endorsement (*"All Risk Property Insurance"*). Such insurance shall name Lessor as an additional insured.

8.03 Insurance Certificates and Endorsements. All liability insurance policies required herein shall be with companies licensed by the Texas Department of Insurance and shall (i) be endorsed to include Lessor as an additional insured; (ii) contain cross-liability and severability of interest endorsements; and (iii) state that this insurance is primary insurance as regards other insurance carried by any Lessor Party and shall be endorsed to state that such insurance will not be cancelled, materially changed or subject to non-renewal without thirty (30) days prior written notice to Lessor. Lessee shall also include waiver of subrogation endorsements in favor of Lessor on any insurance coverages Lessee may carry in addition to that required herein for the Premises or activities conducted thereon, including but not limited to workers compensation insurance. Lessee shall furnish Lessor

with certificates of all coverage required herein and with copies of the required endorsements within seven (7) days prior to commencement of this Lease, and thereafter for each renewal policy not less than thirty (30) days prior to the expiration of said policies. Lessee shall provide to Lessor a certified copy of any and all applicable insurance policies upon request of Lessor. Lessee's obligation to carry and pay for the insurance described in this Lease will continue beyond the Lease Term, in the event Lessee remains in possession of the Premises for any reason, in which case Lessee shall continue to carry such insurance so long as Lessee remains in possession. If Lessee fails to have a certificate of any required policy of insurance on deposit with Lessor at any time during the Lease Term or subsequent thereto in the event of any continued possession of the Premises, or in the event the certificate fails to comply with the insurance company quality or coverage requirements hereof, such failure may be treated by Lessor as a default by Lessee. In the event of such default, in addition to any other remedy under this Lease, Lessor shall have the right (but not the obligation) to purchase and maintain such policy for the account of Lessee, and if Lessor does so and gives notice thereof to Lessee, then Lessee shall be obligated to pay Lessor the amount of the premium applicable to such policy within ten (10) days following any such notice from Lessor. Any failure of Lessee to make such payment to Lessor may be treated by Lessor as a default by Lessee in the payment of monetary obligations to be paid by Lessee hereunder. The obligation of Lessee to provide any insurance required herein is a monetary obligation under this Lease.

ARTICLE 9 TRANSFER OF INTERESTS

9.01 No Assignment. Lessee shall not assign this Lease or sublease the Premises or any part thereof or mortgage or pledge its leasehold interest without the prior written approval of Lessor; and any attempt to do any of the foregoing shall be void and of no effect. Lessee may rent all or any part of the Building for short-term use of less than twenty-four (24) hours duration, and such rentals shall not be considered a sublease.

ARTICLE 10 DEFAULT AND REMEDIES

10.01 Default. The Lessor may, at Lessor's option, declare this Lease, and all rights and interest created by it, to be terminated when in the sole and absolute opinion of the Lessor, (i) Lessee defaults in the performance of any covenant, condition or agreement hereunder, including but not limited to insurance premiums for insurance required herein, and has not paid such monetary sum within ten (10) days of the date due, and/or (ii) Lessee defaults in the performance of any nonmonetary covenant, condition or agreement in this Lease, and such nonmonetary default is not corrected within thirty (30) days after receipt of written notice from Lessor to Lessee.

10.02 Lessee Remains Liable. Any termination of this Lease as herein provided will not relieve Lessee from the payment of any sum or sums then due and payable to Lessor hereunder, or any claim for damages then or thereafter accruing against Lessee hereunder, and any such termination will not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages from Lessee for any default hereunder. All money due under the terms of this Lease will bear interest at the rate of ten percent (10%) per annum from the date when due until actually paid, or at the highest rate allowed under applicable usury laws and regulations, whichever is lower.

10.03 All Rights Cumulative. All rights, options and remedies in this Lease are cumulative, and the use of any one right or remedy by either party will not preclude or waive its right to use any and all other remedies. Said rights and remedies are given in addition to other rights the parties may have by law, statute, ordinance or otherwise.

ARTICLE 11 GENERAL PROVISIONS

11.01 Taxes. To the extent applicable, Lessee shall pay, before they become delinquent, all taxes and assessments which may be payable in connection with the Premises or any part thereof, during the Lease Term, and any renewals thereof.

11.02 Lessor's Right to Enter. Lessor has the right, and Lessee shall permit Lessor and/or Lessor's agents, representatives and/or employees, to (i) enter on the Premises and Lessee's property for the purpose of inspection of the Premises to determine whether Lessee is in compliance with the terms of this Lease; and (ii) enter the Premises for the purpose of inspection, planning, or similar purposes related to the Property when and as necessary as determined by Lessor in its sole and absolute discretion. In any circumstances where Lessor is permitted to enter upon the Premises in accordance with this Lease or otherwise, whether for the purpose of curing any default of Lessee, performing inspections, planning, etc. within the Premises, or as is otherwise permitted hereunder or by law to go upon the Premises, no such entry shall constitute an eviction or disturbance of Lessee's use and possession of the Premises or a breach by Lessor of any of Lessor's obligations hereunder or otherwise, or entitle Lessee to be relieved from any of its obligations hereunder or grant Lessee any right of off-set or recoupment or other remedy, and Lessee hereby expressly waives and releases Lessor from and against any and all damages and claims that may result from such entry by Lessor.

11.03 Force Majeure. If the curing of any default (other than failure to pay any sums due, including, but not limited to, insurance premiums) or the performance of any other covenant, agreement, obligation or undertaking herein contained is delayed (after the party obligated or permitted under the terms hereof to do or perform the same has made a good faith effort to avoid delay) by reason of war, government regulations or government interferences, fire or other casualty or any circumstances reasonably beyond such party's

control regardless of whether any such circumstance is similar to any of those enumerated or not, each party will be excused from doing or performing the same during such period of delay.

11.04 Waiver. No waiver of any default or breach of any term, condition or covenant of this Lease shall be valid unless it is in writing and executed by the party waiving such term, condition or covenant. Furthermore, no such waiver may be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

11.05 Exhibits. All exhibits referred to herein are to be considered a part hereof for all purposes with the same force and effect as if copied at full length herein.

11.06 Successors. The terms, conditions and covenants contained in this Lease shall apply to, and inure to the benefit of, successors in interest and legal representatives except as otherwise herein expressly provided. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been previously approved by Lessor in writing.

11.07 Holdover. If Lessee holds over and continues in possession of the Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Lease, and Lessee shall continue to pay all sums due, including, but not limited to, insurance premiums as required herein.

11.08 Consequential or Special Damages. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL LESSOR EVER BE LIABLE HEREUNDER FOR CONSEQUENTIAL DAMAGES OR SPECIAL DAMAGES. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE PARTIES' GOVERNMENTAL OR SOVEREIGN IMMUNITY, AS PROVIDED UNDER TEXAS OR FEDERAL LAW IS NOT WAIVED BY ANY PROVISION HEREIN.

11.09 Flammable, Explosive or Hazardous Materials. Notwithstanding anything herein to the contrary, except for the uses permitted hereunder, no part of the Premises will be used for the manufacture or storage of flammable, explosive or Hazardous Materials or for any occupation which would be deemed by Lessor to be hazardous.

ARTICLE 12 DESTRUCTION OR CONDEMNATION

12.01 Condemnation. If at any time during the Lease Term hereof, all or a substantial portion of the Premises shall be taken in the exercise of the power of eminent domain by

any sovereign, municipality or other public or private authority in a manner that renders the Premises or any portion thereof uninhabitable or unusable for Lessee's purposes, this Lease shall terminate on the date of taking of possession by such authority. The award(s) for any taking shall be paid to Lessor, with the express exception of any award or awards for the taking of any portion of Lessee's leasehold estate in the Premises, which shall be paid to Lessee, to the extent such payment to Lessee would not diminish any amounts due to Lessor.

12.02 Destruction. Notwithstanding anything in this Lease to the contrary, if the Premises or a substantial portion thereof, as reasonably determined by Lessor, are damaged by fire or other casualty or sustains a serious casualty loss that renders the Premises or any portion thereof uninhabitable or unusable for Lessee's purposes, the Lessor shall have the right to terminate this Lease immediately upon written notice to Lessee.

ARTICLE 13 MISCELLANEOUS

13.01 Notices. Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to Lessee:

City of League City, Texas
300 W. Walker Street
League City, TX 77573
Attn: City Manager

If to Lessor:

Clear Creek Independent School District
2425 East Main Street
League City
Texas 77573
Attn: Superintendent
Telephone: 281-284-0000

The parties may change their respective notice addresses to any other location within the United States by giving a notice of the change in accordance with this Section.

13.02 Governing Law. This Lease is to be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

13.03 Relationship Between Lessor and Lessee. The relationship between Lessor and Lessee is and shall at all times remain solely that of Lessor and Lessee and will not be deemed an agency, a partnership or joint venture.

13.04 Severability. In the event that any one or more of the provisions contained in this Lease are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Lease will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.05 Amendments. The amendment, modification or alteration of the terms hereof will not be binding unless the same are in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

13.06 Headings. The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof.

13.07 Time is of the essence in this Lease.

13.08 Entire Agreement; Modification. This Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior agreements between the parties, written or oral, with respect to the subject matter contemplated hereby.

13.09 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one instrument.

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[SIGNATURES ON FOLLOWING PAGE]

EXECUTED as of the dates opposite the signatures below, but effective for all purposes as of the date first above written.

LESSOR:

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

CITY OF LEAGUE CITY, TEXAS

By: _____

Name: _____

Title: _____

EXHIBIT A

EXHIBIT B