

any chemicals, materials, or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants,” or “pollutants,” or words of similar import, under applicable law, and (c) any other chemical, material, or substance which is in any way regulated by applicable law.

5. USE OF PREMISES.

- (a) Lessee shall use the Premises solely for the purposes of grazing cattle and shall use the Premises for no other purpose. Lessee shall not keep more than 5 cows on the Premises.
- (b) Lessee agrees to rotate the animals and move them to an alternate grazing location when the grass is grazed out, to give the land a rest and allow the grass to re-grow.
- (c) Lessee shall not make any alterations, additions or improvements to the Premises without the prior written consent of Lessor.

6. COMPLIANCE WITH ORDINANCES. Lessee agrees to comply with all City Ordinances, especially Sections 4-5, 4-6, 4-9 and 4-12, relating to livestock, animal nuisances, sanitary conditions and responsibility for compliance, attached hereto as Exhibit “B” and made a part hereof for all purposes.

7. MAINTENANCE, REPAIR AND SURRENDER. At the termination of this Lease, Lessee shall surrender and deliver the Premises to Lessor, in the state of repair and condition comparable to the state of repair and condition as at the time Lessor delivered possession thereof to Lessee, reasonable wear and tear excepted. Specifically, without limitation, any damage to fences occurring during the course of this Lease shall be repaired by Lessee. Lessor shall have no obligation whatsoever to perform any maintenance, repairs or other services in connection with the Premises or this Lease.

8. UTILITIES; TAXES. Lessee shall pay the charges for utilities used by Lessee at the Premises directly to the provider or providers thereof. Lessor shall have no liability or responsibility whatsoever with regard to the existence of, provision of or payment of utilities. Lessee is responsible for payment of all taxes, special assessments, and government charges of every character imposed on the Premises during the term of this Lease.

9. INSURANCE: Throughout the term of this Lease, Lessee shall carry and maintain, at Lessee’s sole cost and expense, general liability insurance of

an “occurrence” type against all claims, arising out of liability of Lessee for injury to persons or property damage occurring in or about the Premises or arising out of the use or occupancy thereof, at minimum combined single limit of \$1,000,000.00 each occurrence and \$1,000,000.00 as a general aggregate. General liability must be endorsed to include the City of Angleton named as Additional Insured on the policy and a Certificate of Insurance must be attached to this Agreement and it must identify the name of the insurance carrier, policy number and expiration date and limits of liability and deductible.

10. **INDEMNIFICATION.** LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR’S OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS, DAMAGES, SUIT OR EXPENSES OF EVERY KIND (INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES, ACCOUNTANTS’ FEES, COURT COSTS AND INTEREST) RESULTING OR ARISING FROM ANY AND ALL INJURIES TO, INCLUDING DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY CAUSED BY THE OCCUPANCY OF THE PREMISES BY LESSEE AND/OR THE ACTS OR OMISSIONS OF LESSEE OR LESSEE’S AGENTS, EMPLOYEES OR CONTRACTORS.
11. **DEFAULT.** In the event Lessee fails to perform any or all of its obligations set forth in this Lease, Lessor shall give Lessee ten (10) days to cure any defect and Lessor may terminate this Lease if Lessee fails to cure the defect or to perform its Lease obligations.
12. **MECHANICS LIENS.** Lessee shall not permit any mechanic’s liens to be filed against the Premises or Lessee’s leasehold interest herein, and Lessee shall cause any such liens arising or alleged to arise as a result of Lessee’s activities in the Premises to be paid and released of record without cost to Lessor within thirty (30) days following delivery by Lessor to Lessee of written notice regarding the existence of any such lien.
13. **INSPECTION BY LESSOR.** Lessor and Lessor’s agents shall have the right to enter into and on the Premises at any reasonable time for the purpose of inspecting the Premises.
14. **ASSIGNMENT AND SUBLEASE.** Lessee may not assign this Lease or sublet any portion of the Premises without the prior written consent of Lessor.
15. **ACCEPTANCE OF PREMISES; DISCLAIMER.** LESSOR AND LESSEE RECOGNIZE, STIPULATE AND AGREE THAT LESSEE HAS ACCEPTED THE PREMISES IN ITS CURRENT “AS-IS”,

WHERE-IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY, REPRESENTATION, EXPRESSED OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES, WITHOUT LIMITING THE FOREGOING, LESSOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE.

16. **TERMINATION.** This Lease Agreement may be terminated by either party upon at least thirty (30) days' prior written notice to the other party.

17. **MISCELLANEOUS.**

(a) All notices and correspondence under this Lease shall be given by certified or registered mail to the parties at the following addresses:

If to Lessor: City of Angleton
Attention: City Manager
121 S. Velasco
Angleton, Texas 77515

If to Lessee: Christopher Phillips
8 Colony Drive
Angleton, Texas 77515

(b) This Lease shall be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

(c) In the event any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Lease.

(d) This Lease shall constitute the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, between the parties and no amendment, modification, or alteration of the terms hereof shall be binding upon the parties unless the same is in writing, dated after this Agreement and duly executed by both Lessor and Lessee.

(e) This Lease shall be governed by the laws of the State of Texas and venue for any lawsuit involving this Lease shall be in Brazoria County, Texas.

- (f) Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship between the parties other than the relationship of Lessor and Lessee.

This Lease is executed effective this _____ day of _____, 2011.

LESSOR: CITY OF ANGLETON

By: _____
Printed Name: J. PATRICK HENRY
Title: Mayor

LESSEE:

By: _____
Printed Name: CHRISTOPHER PHILLIPS