

Proposal to Lease Parking Spaces from Heritage Baptist Church

Location: 201 E Broad St, east of Pond Branch, between E Broad St and Elm St

Existing Parking Space: 91 (per count on aerial photo taken in 2013)

Lease Terms:

1. The Church will allow public parking only (including necessary ingress and egress thereto) of all 91 spaces 24/7 except during the following no public use events:
 - a. Sundays before noon (beginning at noon, only available spaces may be used until the conclusion of church activities around 4:30 pm)
 - b. Weddings and special events with a minimum 1-month notice to the City
 - c. Funerals and memorial services with a minimum 24-hour notice to the City
 - d. Wednesday 6:00 to 8:00 PM (during this period, approx. 1/2 of the parking spaces will be available for public use)

During periods of allowed public use, the Church and its members, guests, etc. shall continue to have use of the parking lot in conjunction with the public.

2. The City will:
 - a. Erect signs to indicate no public parking for the time periods indicated above
 - b. Provide general liability coverage for the public use of the parking spaces which shall be primary to any insurance carried by the Church and shall specifically name Church as an additional insured (as applicable). Coverage amounts to be determined upon consultation with Church's insurance representative prior to execution of lease
 - c. Indemnify and hold harmless the Church and its employees, members and officers from any liability, claims, suits, demands, causes of action, fees, damages, or similar costs (whether or not related to a law suit), including, but not limited to, reasonable attorney's fees and costs arising from or related in any way to the lease agreement or use of the parking lot by the public to the extent allowed by law
 - d. Provide insurance coverage for any property damage to the parking lot, buildings and landscaping caused by the public use of the parking lot, which shall be primary to any insurance carried by the Church and shall specifically name Church as an additional insured (as applicable). Coverage amounts to be determined upon consultation with Church's insurance representative prior to execution of lease
 - e. Take over future maintenance of the parking lot ~~and~~ asphalt pavement between buildings, starting with the pending repairs for which the Church has received bids. Completed parking lot repairs will be approved by a representative of Heritage Baptist Church. Future repairs will be conducted following notice from the City or request from Church - exact request and repair process to be further detailed in lease. Church will have the right to approve the scope of work and scheduling of repairs, etc. for any maintenance or repair the City undertakes.

- f. Place trash containers in the Church parking lot and remove trash from the containers and on the ground regularly
- g. Pay the Church a sum of \$26,000 per year paid annually on the first day of the lease and the same date in subsequent years
- h. Add at least one additional light on a new light pole plus one addition light on the Elm Street light pole and maintain the same
- i. Not sub-lease parking lot spaces
- j. Not charge a fee for parking covered in this agreement
- k. Not make any changes to the property without written approval from the Church, which may be withheld in Church's sole and absolute discretion
- l. Erect signs to indicate towing enforcement at owner's expense for any unauthorized vehicles in the parking lot during periods of Church's exclusive use
- m. Install guard rails along the west side of the parking lot as a safety precaution along the creek

Lease Renewal:

- 1. Initial lease will be for 36 months
- 2. Subsequent leases will be for 24 months
- 3. Lease will be automatically renewed under the same terms of the previous lease unless written notice is provided by one of the parties at least 30 days before expiration of the lease

Other Considerations:

- 1. The Church will not oppose future applications to the Texas Alcoholic Beverage Commission for beer, wine and mixed beverage sales within 1,000 feet of the Church parking lot for the duration of the lease and any renewals thereto
- 2. Lease agreement is for free public parking only. No events or other activities may take place or be held on the Church parking lot without the Church's approval
- 3. In the event the Church makes or receives an offer to sell the property, the Church must notify the City of the offer. The City will then be given a chance to match the offer or make a better offer. If the City makes an offer, the Church will then have the discretion to sell the property to the City or to take less and sell to the third party offeror.
- 4. Should the church decide for any reason to terminate this lease, the church will agree to following three items:
 - a. Give 60 days notice of termination of lease.
 - b. Refund the unused months of the annual payment
 - c. Reimburse the City the agreed completed improvements value amortized over 36 months.
- 5. This lease will automatically terminate upon any sale of the property.