

STATE OF TEXAS)
)
COUNTY OF TARRANT)

PARKING LOT AGREEMENT

This Parking Lot Agreement is made this _____ day of _____, 2016, by and between the City of Mansfield, Texas, a home rule municipality (hereinafter called the ‘City’), and Heritage Baptist Church of Fort Worth, Texas, a domestic non-profit corporation (hereinafter called ‘Church’).

WHEREAS, Church own real property located at 201 E. Broad St., Mansfield, Texas 76063, more particularly described as Lot 1, Block 13-R of Original Town of Mansfield, as addition to the City of Mansfield, Tarrant County, Texas, According to the revised plat thereof recorded in Volume 388-219, Page 3, of the Plat Records of Tarrant County, Texas; and

WHEREAS, the above referenced real property owned by Church includes ninety-one (91) parking spaces and the necessary ingress and egress thereto; and

WHEREAS, as part of the redevelopment effort of downtown Mansfield, the City wishes to increase the number of public parking spaces available in the area near the intersection of North Main and Broad Street in the City of Mansfield; and

WHEREAS, the City and Church have determined that it would be to their mutual benefit to enter this Parking Lot Agreement through which Church would lease portions of their property to the City to be used as public parking in return for the agreements made by the City herein.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Church agree as follows:

**ARTICLE I
LEASE OF PROPERTY**

1.01 Leased Premises. Church hereby demises to the City and the City leases from Church the ninety-one (91) parking spaces and the necessary ingress and egress thereto, located on Church’s property located at 201 E. Broad St., Mansfield, Texas, 76063 (hereinafter the ‘Leased Premises’), under the terms and conditions contained in this Parking Lot Agreement. Under the terms and conditions of this Parking Lot Agreement, the spaces will be used solely for parking open to the general public.

1.02 Quiet Enjoyment. Church warrants that, during the term of this Parking Lot Agreement, so long as the City is not in default hereunder, the City shall have the quiet

enjoyment of the Leased Premises and the uninterrupted right of use and possession thereof in accordance with the terms and conditions of this Parking Lot Agreement.

1.03 Use of Leased Premises. Church will allow public parking only on the Leased Premises at all times, except during the following periods of the Church's exclusive use:

- A. Every Sunday from 6:00 a.m. to 12:00 p.m.
- B. Every Wednesday from 6:00 p.m. to 8:00 p.m. thirty-eight (38) of the spaces on the Leased Premises as shown on the attached "Exhibit A" will be reserved for Church use only. This time limit will only be posted or enforced if the church deems it necessary.
- C. Weddings and special events, of which, Church will provide City with written notice of the event at least 30 days prior to the event.
- D. Funerals and memorial services, of which, Church will provide City with notice of the event at least 24 hours prior to the event.
- E. For weddings, funerals, memorial services, and special events, notice from Church to City will include date or dates of the Event and the times the Leased Premises will not be available for public parking. Church will also be responsible for posting of any temporary signage restricting public access to the Leased Premises.
- F. During all times when the Leased Premises is open to public use, Church, its members, guests, and the like will be allowed to use the Leased Premises as any member of the public would.

ARTICLE II OBLIGATIONS OF CITY

2.01 Annual Fee. City will pay Church an annual fee of \$26,000, beginning on the first day of this Parking Lot Agreement goes into effect and the anniversary of that date in subsequent years.

2.02 Free Parking. The use of the Leased Premises is for free public parking only. City will not charge any fee to any person for parking on the Leased Premises. City will not be allowed to conduct any other events or activities on the Leased Premises without written approval from Church.

2.03 Signage. City will erect signage to indicate the times the Leased Premises is limited to Church's exclusive use as noted above in 1.03.A & 1.03.B. Such signage as shown on the attached "Exhibit B" will also indicate towing enforcement and storage at the vehicle owner's expense for any unauthorized vehicle parked on the Leased Premises during the periods of the Church's exclusive use as noted above in 1.03.A & 1.03.B.

2.04 Maintenance. Beginning with the first day this Parking Lot Agreement goes into effect until the date this Parking Lot Agreement is terminated, City will assume the maintenance of the entire asphalt surface of the Leased Premises and the connected drive aisle between the Church's buildings located on the property. The City will undertake the first maintenance, as described on the attached "Exhibit C", no later than

December 31, 2017. Future maintenance of the entire asphalt surface or partial repairs will be conducted following requests from Church and determination by City that the maintenance or repair is warranted depending on the condition of Leased Premises or the next scheduled maintenance. City will not allow the Lease Premises to deteriorate to such condition that it becomes a safety hazard or major maintenance problem. Church will have the right to approve or reject the scope of work or scheduling of repairs or maintenance the City undertakes.

2.05 Improvements. City will install one additional parking lot light on a new pole and connect it to the power source of existing parking lot lights, as well as install an additional street light on the existing Elm Street light pole as shown on the attached “Exhibit D.” City will place trash containers on the Leased Premises and will remove trash from the containers on a regular basis. City will install railings along the entire west side of the Lease Premises as shown on the attached Exhibit “A” as a safety precaution along the creek.

A full details list of the maintenance and improvements as noted in 2.04 and 2.05 above and related costs are in the attached “Exhibit E”. City will make no other maintenance, improvements or changes to the Leased Premises without written approval from Church, which may be withheld in Church’s sole and absolute discretion.

ARTICLE III OBLIGATIONS OF CHURCH

3.01 Future Applications. Church will not oppose any future applications to the Texas Alcoholic Beverage Commission for beer, wine, and mixed beverage sales within 1000 feet of the Leased Premises while this Parking Lot Agreement is in effect.

3.02 Purchase Offer. Church will notify City in the event that the Church makes or receives an offer to sell the real property located at 201 E. Broad St., Mansfield, Texas 76063. City may then make an offer to Church to purchase the real property by matching or exceeding the terms presented in the third party offer. Church will have full discretion as to acceptance of the City’s offer or third party’s offer, or reject both offers and retain ownership of the property.

ARTICLE IV TERM

4.01 Term. The initial term of this Parking Lot Agreement will be for a period of thirty-six (36) months commencing on the ___ day of _____, 2016 and terminating on the ___ day of _____, 2019. Following the initial term, this Parking Lot Agreement will automatically be renewed for successive periods of twenty-four (24) months, unless written notice of intent not to automatically renew is delivered by one of the parties to the other at least thirty (30) days prior to expiration of the current term.

4.02 Early Termination. Church may terminate this Parking Lot Agreement by giving sixty (60) days written notice of such termination to City.

- A. Upon such early termination by Church, Church will refund a prorated portion of the annual fee to City for the unused months of the year remaining after termination is effective.
- B. In the event of early termination by Church during the initial 36 month term of this Parking Lot Agreement, Church will refund to City a prorated portion of the cost of the first maintenance described in the attached "Exhibit C" and for the cost of the improvements listed in the attached "Exhibit E" of this Parking Lot Agreement. Reimbursement payments will be made in thirty-six (36) monthly installments.

4.03 Non-appropriation of Funds. City, a political subdivision of the State of Texas, operates on a fiscal year October 1 through September 30. In the event sufficient funds shall not be appropriated for the payment of the annual fee required to be paid in the next occurring fiscal year, then City shall not be obligated to make payment of the annual fee provided for in this Parking Lot Agreement beyond the then current fiscal year. City agrees to deliver proof of non-appropriation and notice to Church of such termination at least thirty (30) days prior to the end of the then current fiscal year. However, failure to deliver such proof of non-appropriation and notice to Church shall not extend the term of this Parking Lot Agreement beyond the end of the then current fiscal year.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.01. Insurance. As a condition to the validity of this Parking Lot Agreement, the City shall procure and maintain in full force and effect, a policy or policies of insurance with the following coverage: Commercial General Liability insurance policy with \$1,000,000 combined single limit coverage for bodily injury, death and property damages on the parking lot, buildings and landscaping. Such coverage is and will be provided through the City's participation in the Texas Municipal League Joint Self Insurance Fund and the Texas Municipal League Intergovernmental Risk Pool.

The City will maintain said coverage and the City will provide a certificate or other evidence to show that such coverage has been procured and is being maintained. The said City insurance will be the primary insurance in case of a claim.

5.02. Indemnification. To the extent permitted by law, the City agrees to defend, indemnify and hold Church harmless from any liability for property damages, or personal injuries occurring on the parking lot during the term of this Parking Lot Agreement, provided however, that such indemnity shall not apply to liability caused by the sole negligence or willful misconduct of Church, or their agents, servants or employees.

**ARTICLE VI
NATURE OF RELATIONSHIP**

The City and Church agree that the nature of the relationship between them is one of landlords and tenant, and no other. Nothing contained in this Parking Lot Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or of joint venture or of any association between the City and Church, and any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed. No provision contained in this Parking Lot Agreement, nor any acts of the parties hereto shall be deemed to create any relationship between City and Church other than the relationship of landlords and tenant. City shall maintain exclusive control, direction and management of its employees, and Church shall have no rights with respect thereto, except for their right to enforce the covenants of the City as set forth in this Parking Lot Agreement.

**ARTICLE VII
ASSIGNMENT OR SUBLETTING**

The City may not assign or sublet the Leased Premises or any portion thereof, nor may the City assign, transfer or delegate to any person City's rights or duties with respect to such property.

**ARTICLE VIII
GENERAL PROVISIONS**

8.01 Notices. All notices required herein shall be sent to the respective parties by certified mail, return receipt requested, at the following addresses:

To the City:	City of Mansfield 1200 E. Broad St. Mansfield, Texas 76063
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To Church:	Heritage Baptist Church of Fort Worth 201 E Broad St Mansfield, Texas 76063
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8.03 Binding Effect. The provisions of this Parking Lot Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.04 Interpretation and Place of Performance. This Parking Lot Agreement shall be construed under the laws of the State of Texas and is deemed by the parties to be performable in Tarrant County, Texas. The venue of any legal action to enforce this Agreement shall be in Tarrant County, Texas.

8.05 Partial Invalidity. If any one or more of the provisions contained in this Parking Lot Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Parking Lot Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.06 Attorneys Fees. If either party engages an attorney to file suit in order to enforce any rights under this Parking Lot Agreement, the party against whom such action is taken agrees to pay the filing party the reasonable costs of necessary attorney's fees incurred therewith, provided the filing party prevails in such judicial action.

8.07 Amendment. This Parking Lot Agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by Church and City.

8.08 Entire Agreement. This instrument contains the entire agreement between the parties relating to the subject matter herein. There are no other verbal or written understandings, promises, agreements, or representations relating to the subject matter of this Parking Lot Agreement which have not been included herein, and this Parking Lot Agreement supersedes any and all other agreements, either oral, or in writing, between the parties hereto with respect to the subject matter herein.

EXECUTED this ____ day of _____, 2016.

City of Mansfield, Texas

ATTEST:

By: _____
Clayton Chandler, City Manager

Jeanne Heard, City Secretary

Heritage Baptist Church of Fort Worth, Texas:

By: _____
Todd Shaw, Chairman

Jim Richardson, Treasurer

ATTEST:

By: _____
Glenn Woods, Secretary

New Streetlight

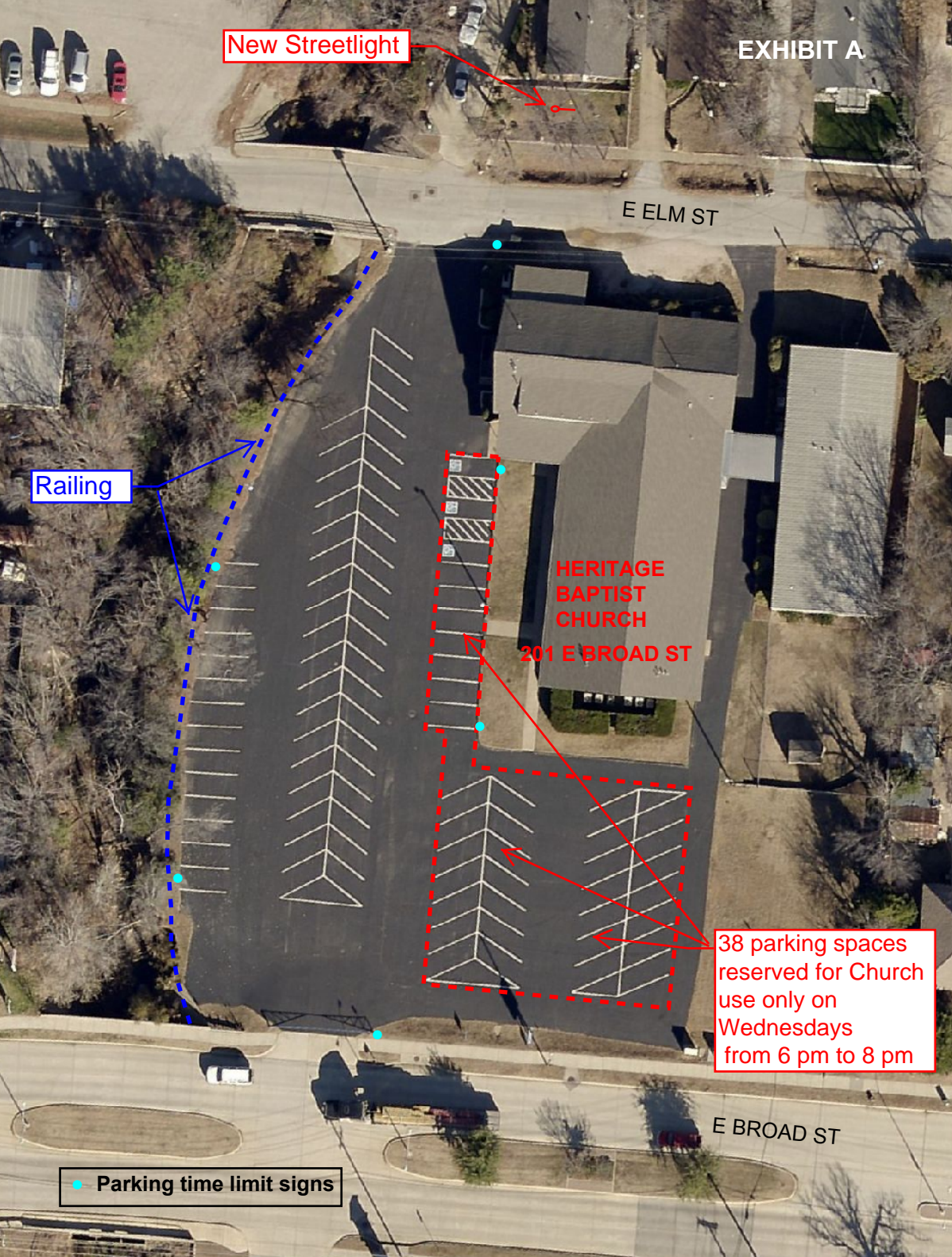
E ELM ST

Railing

HERITAGE
BAPTIST
CHURCH
201 E BROAD ST

38 parking spaces reserved for Church use only on Wednesdays from 6 pm to 8 pm

Parking time limit signs





TOWING ENFORCED

**NO PUBLIC PARKING
CHURCH PARKING ONLY
SUNDAY 6 AM – 12 PM**

**UNAUTHORIZED VEHICLES WILL BE TOWED
AT OWNER'S OR OPERATOR'S EXPENSE**

**VEHICLES PROHIBITED: FOR SALE VEHICLES,
ABANDONED, INOPERABLE: ON JACKS OR BLOCKS, FLAT
TIRES, PARKING ON GRASS, UNAUTHORIZED HANDICAP
PARKING, BLOCKING DRIVE, EXPIRED INSPECTION OR
REGISTRATION, UNAUTHORIZED VEHICLES IN ASSIGNED
OR RESERVED SPACES, NO TRACTOR/TRAILER, NO
PARKING IN FIRE LANES**

**TO LOCATE VEHICLE THAT HAS BEEN TOWED
CALL (123) 123-1234 ABC TOWING
123 WRECKER LANE, ANYWHERE, TX**

PUBLIC PARKING



OBSERVE TIME LIMIT

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

P.O. Box 370 * Euless, TX 76039

...Since 1981

Ph (817) 267-3131 * Fax (817) 267-7022

JOB

2016-556

PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL

Proj: **Mansfield - Heritage Baptist Church - Parking Lot Maintenance**

Cust: **City of Mansfield**

Quoted: 21-Sep-16
02:52 PM

No.	Description	Estimated Bid Quantity	Unit Bid	Bid Extension
Maintenance Services				
1.0	Crack Seal	550.00 Lbs	\$2.90 / Lbs	\$1,595.00
2.0	Seal Coat (2 Coats) & Restripe per Existing Scheme	43,000.00 SF	\$0.15 / SF	\$6,450.00
3.0	Single Striped Guardrail - Wooden Posts	350.00 LF	\$31.50 / LF	\$11,025.00
Notes:				Total
A - For Crack Seal - No guarantee provided that every crack, alligator or wed cracking will be filled.				\$19,070.00
B - For Guard Rail - Installation includes Single Striped Guardrail with flared ends.				

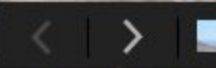
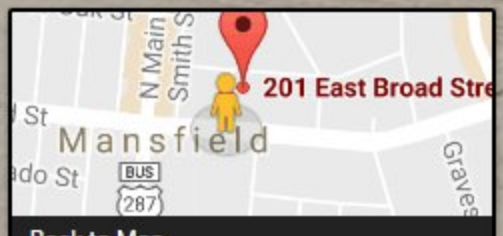
Standard Qualifications:

- 1 Price does not include applicable Sales Tax.
- 2 Excludes bond, engineering/layout, barricades/traffic control, clearing/grubbing, excavation/embankment, subgrade prep, concrete work, sawcuts, removals/hauloff, permits/inspection fees, utility adjustments/relocations, pavement markings/striping - including ADA logos and signs, erosion control, hydromulch/sodding/seeding, SWPPP, signs, weed/grass/soil treatment, patching, proof rolling, backfill pavement, topsoil, testing, subgrade prime, dewatering, cleaning/sweeping, detours/detour maintenance, milling, header cuts, stringline and AGC dues *unless specifically included in estimate items or notes.*
- 3 Quantities are estimates only. Final payment to be made on measured quantities upon completion.
- 4 Estimate excludes all wheel stops, buttons and ADA signage.
- 5 Estimate based upon field review of existing conditions and/or Customer request. Estimate does not reflect an engineering evaluation of soil/subgrade conditions and does not constitute an engineered solution.
- 6 Warranty limited to material and workmanship.
- 7 All prices are based on a mutually agreed upon construction schedule, and ample access to project site, without interference by others, during construction.
- 8 Contract language must be acceptable to Reynolds Asphalt in regards to addressing Qualifications and Notes specified herein.
- 9 Unless specifically noted, this estimate is not submitted for consideration of a Lump Sum contract.

ESTIMATOR: RICHARD BAKER, 817-822-4552 Cell, Email: rbaker@reynoldsasphalt.com

00.0 MHrs

Approx. location of new parking lot light on a new pole



Additional street light
on existing pole



EXHIBIT E

Cost of Maintenance and Improvements

Maintenance and Improvements	Estimated Cost
Signage indicating parking time limits	\$4,000
1st maintenance of asphalt surface of Lease Premises and drive aisle between the Church's buildings located on the property	\$8,045
One additional parking lot light on a new pole and connection to power source of existing parking lot lights	\$3,475
One addition street light on the existing Elm Street light pole	\$0
Trash containers	\$100
Railings along part of the west side of the Lease Premises	\$11,025