

SECOND AMENDMENT TO LEASE AGREEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COMAL §

WHEREAS, the CITY OF NEW BRAUNFELS, TEXAS (“City”), a home rule corporation, hereinafter referred to as “Lessor” and NEW BRAUNFELS PRESBYTERIAN CHURCH (the “Church”), a non-profit organization, organized for religious purposes, hereinafter referred to as “Lessee” have previously entered into a lease agreement on December 13, 2004 which was thereby amended on April 21, 2015 for the lease of a parking lot constructed and maintained by the Church on that certain property owned by the City addressed as 345 Howard Street (the “Property”).

WHEREAS, the City and the Church mutually agree to exercise the option to extend the term of the lease for an additional ten (10) years and agreed to amend (the “Lease”) as set forth below:

AGREEMENT:

**Section I
Lease Term**

The term of this Lease shall be extended for a period of ten (10) years commencing on the 1st January, 2025 and ending on the 31st day of December, 2035, as provided for in the first amendment to lease which is attached hereto as “Exhibit A”. “Exhibit A” also contains a legal description of the Property.

**Section II
Consideration**

As consideration for this Lease, the Lessee agrees, and the Lessor accepts the payment of Two Hundred Dollars (\$200.00) annually to be paid upon the execution of this Lease and on the 1st day of January each year thereafter. Payment shall be made directly to Lessor, attention Real Estate Manager at 550 Landa Street, New Braunfels, TX 78130 or to the attention of City Manager wherever City Hall maybe located.

**Section III
Insurance and Indemnity**

As part of this amendment, the Insurance and Indemnity language shall hereby be replaced with the following. The Lessee shall maintain and keep in force the following insurance coverages and shall indemnify, protect and defend the Lessor from claims which may arise out of or in connection with Lessee’s use of the Property:

- A. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Lessor's operations within the Property, naming Lessor, as "additional insured," and having limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- B. All coverages set forth above must contain a waiver of subrogation in favor of the Lessor.
- C. All coverages set forth above shall not exclude sexual abuse or sexual molestation of underage children.

The required insurance shall be written so that the Lessor will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to action. Certificates of Insurance, and copies of additional insured and waiver of subrogation in favor of Lessor endorsements shall be filed with the Lessor at the annual commencement date of this Lease. All required insurance shall be written with the Lessor as an additional insured. In any event, the Lessee is fully responsible for all losses arising out of, resulting from or connected with its (and by extension the public's) use of the Leased Premises under this Lease whether or not the losses are covered by insurance. All insurance required under this section shall be primary over any other insurance coverage the City may have. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with the Lessee.

Section IV Terms and Conditions

All other terms and conditions of the Lease shall remain in full force and effect during the extended term as set forth in this Second Amendment.

Section IX Binding Effect

The terms, conditions and covenants contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section X Lease Extension

Upon (30) days written notice; Lessee may request this Lease be extended for an additional ten (10) year term which is subject to approval by City Council. Said extension may be subject to modification in consideration, insurance requirements and other terms.

**Section XI
Lease Termination**

This lease may be terminated by written agreement of Lessor and Lessee

**Section XII
Notices**

All notices required to be furnished in writing via USPS First Class Mail under the terms of this Lease shall be furnished to the Lessor at the following address:

City of New Braunfels
550 Landa Street
New Braunfels, TX 78130
Attention: City Manager

and shall be provided to Lessee at the following address:

New Braunfels Presbyterian Church
373 Howard Street
New Braunfels, TX 78130
Attention: _____

Notices will be deemed furnished when deposited in the United States mail postage prepaid, or to such other address as may have been designated in writing during this Lease.

**Section XIII
Miscellaneous**

- A. *Venue.* Venue is in Comal County, the county in which the Property is located.
- B. *Entire Agreement.* This Lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease.
- C. *Amendment of Lease.* The Lease may be amended only by an instrument in writing approved and signed by the Lessee and the Lessor.
- D. *Assignment of Lease:* This Lease may not be assigned without the prior written consent of Lessor.

EXECUTED on this the _____ day of _____, 2024.

LESSOR
CITY OF NEW BRAUNFELS

LESSEE
NEW BRAUNFELS PRESBYTERIAN
CHURCH

By: _____
Robert Camareno, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney