

LEASE AGREEMENT

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

WHEREAS, the NEW BRAUNFELS INDUSTRIAL DEVELOPMENT CORPORATION, purchased the real property located at 302 S. Castell, New Braunfels, Texas for economic development purposes, in part, to provide facilitate a convention hotel project to the adjacent New Braunfels Civic Convention Center. Currently, the Property can be immediately used as a paved automobile parking facility to support the convention center and to support tourist parking for nearby downtown New Braunfels.

WHEREAS, this lease agreement will serve the foregoing public purpose by allowing THE CITY OF NEW BRAUNFELS, TEXAS to effectively manage the Property as a paved automobile parking facility on behalf of the NEW BRAUNFELS INDUSTRIAL DEVELOPMENT CORPORATION.

WHEREAS, the NEW BRAUNFELS INDUSTRIAL DEVELOPMENT CORPORATION, acting by and through its President, Stuart Hansmann, hereinafter referred to as “Lessor” and, THE CITY OF NEW BRAUNFELS, TEXAS, a home rule municipal corporation, acting by and through its City Manager, Robert Camareno, hereinafter referred to as “Lessee”, have entered into the following lease agreement (the “Lease”) effective as of the date indicated below:

W I T N E S S E T H:

Section I **Leased Premises**

The Lessor, in consideration and subject to the conditions set herein, agrees to lease to the Lessee, the following described property (the “Property”), to wit:

Real property, together with improvements described as a 0.989 acre tract situated in the Juan Martin De Veramendi, Survey Number 1, Abstract Number 2, Comal County, Texas; being all of Lots 84 and 87 and a portion of Lot 83, New City Block 1013, City of New Braunfels, Comal County, Texas, according to the map or plat of the City of New Braunfels as recorded in Volume G, Page 127 of the Deed Records of Comal County Texas, being more particularly described in survey plat attached hereto as Exhibit “A” and incorporated herein by reference for all purposes.

together with all rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Property. The Property has a street address of 302 S. Castell.

Section II Lease Term

The term of this Lease shall be for a period of five (5) years commencing on the _____ day of _____, 2017 and ending on the _____ day of _____, 2021.

Section III Consideration

The consideration for this Lease shall be the Lessee's performance of the terms and conditions hereinafter set forth.

Section IV Terms and Conditions

The Lessor agrees to lease the Property to the Lessee and the Lessee agrees to lease the Property from the Lessor pursuant to the following terms and conditions:

- A. The Lessee shall obey all laws, ordinances, orders, rules, regulations, and covenants applicable to the use, condition, and occupancy of the Property;
- B. The Lessor shall not incur any expenses under this Lease. All expenses, including any construction or maintenance expenses, shall be the sole responsibility of the Lessee;
- C. The Lessee shall be responsible for all utilities on the property;
- D. The Lessee shall not sublease or assign the Property to any other person or entity without the express prior written consent of the Lessor. No improvements, changes, or modifications to the Property may be made without the express prior written consent of the Lessor. All approved improvements, changes, or modifications to the Property shall be in accordance with all City codes, ordinances and regulations and shall be at the sole expense of Lessee;
- E. Lessee shall maintain the premises in a neat, well-groomed conditions at all times;
- F. No debt, lien, or encumbrance of any kind shall be allowed to be placed against the Property or improvements thereon;
- G. Lessee shall be responsible for providing all necessary insurance to cover the property during the term of this agreement.

Section V
Acceptance of Property; Maintenance and Repair

- A. The Lessee accepts the Property in its present condition "AS IS".
- B. Lessee agrees that all repairs, alterations, additions or improvements on the property shall be done in accordance with all City Codes and shall have the appropriate permits issued by the City whenever applicable.

Section VI
Default

In the event of default by the Lessee of any condition set out herein, the Lessor will notify the Lessee of such default and the Lessee will have thirty (30) days to correct the default. In the event the Lessee fails or refuses to correct the default or if the particular default is repeated, the Lessor may immediately terminate the Lease. Upon termination of the Lease, the Lessee agrees to immediately surrender possession of the Property to the Lessor without further notice.

Section VII
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 VII
Lease Extension

Upon thirty (30) days written notice by Lessee, this lease may be extended for an additional five (5) year term. Said extension may be subject to modification in terms or consideration as agreed to by both Lessor and Lessee.

Section VIII
Lease Termination

At any time during the course of this Agreement, either party may have the option to terminate this lease upon thirty (30) days written notice to the other party.

Section VIII
Notices

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

New Braunfels Industrial Development Corporation
550 Landa Street
New Braunfels, TX 78130
Attention: President

and shall be provided to Lessee at the following address:

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

Any notice sent to any other address shall be insufficient to comply with the provisions of this Lease. Notices will be deemed furnished when deposited in the United States mail postage prepaid.

Section IX 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.

EXECUTED on this the _____ day of _____, 2017.

**NEW BRAUNFELS INDUSTRIAL
DEVELOPMENT CORPORATION, LESSOR**

By: _____
Name: _____
Title: _____

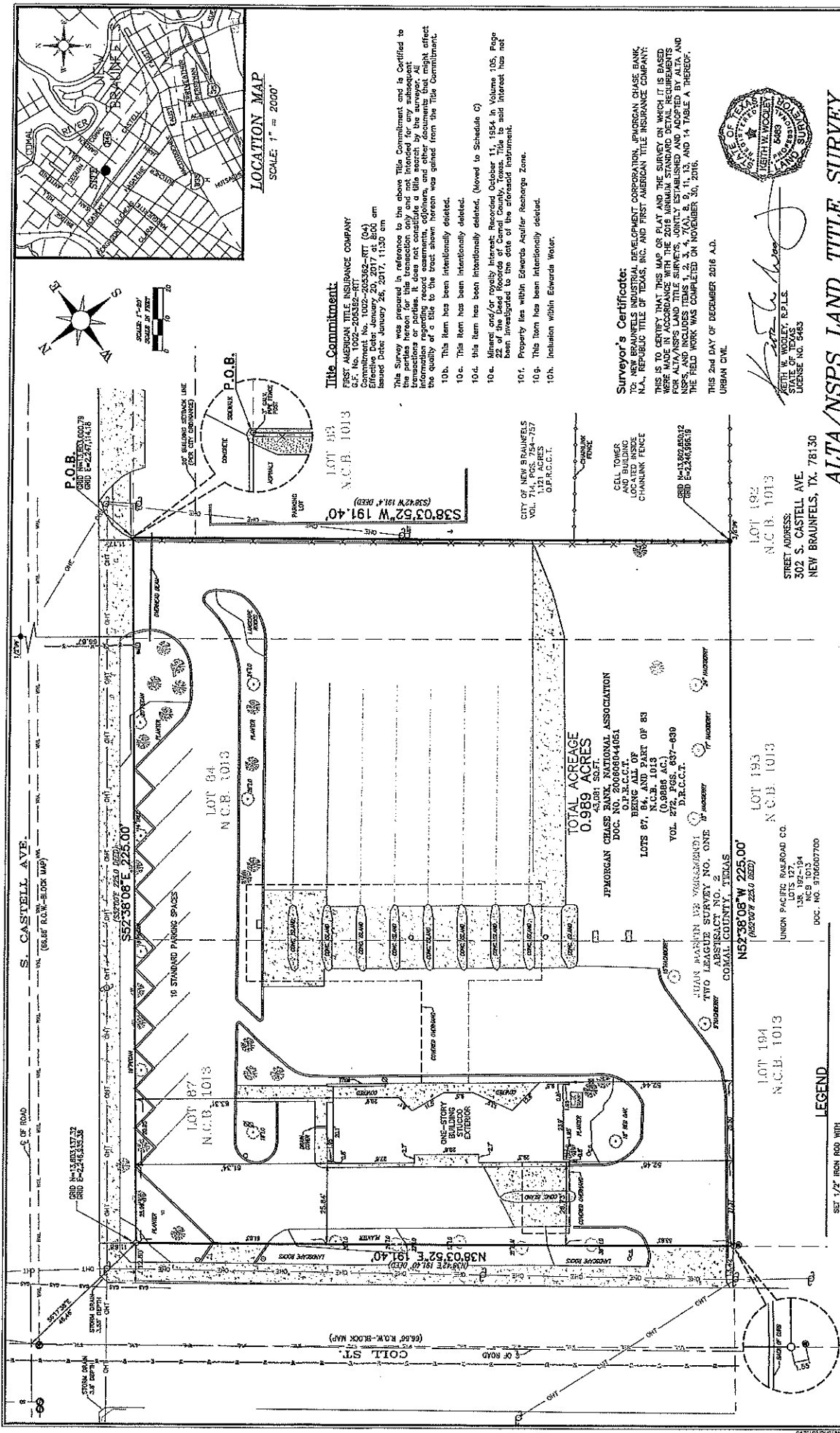
By: _____
Name: _____
Title: _____

CITY OF NEW BRAUNFELS, LESSEE

By: _____
Robert Camareno, City Manager

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney



Urban Civil

2461 LOOP 337 NEW BRAUNFELS, TEXAS 78130
PHONE (830) 606-3913 FAX (830) 625-2204
TYPE FIRM# 17253 TPLS FIRM# 10005900

DRAWN BY: M.H. DATE: NOVEMBER 2016
CHECKED BY: K.W. JOB NO.: 1611.01 NB

REVISIONS

DATE	DESCRIPTION
11/21/17	REVISED PER TITLE INSURANCE COMPANY

GENERAL NOTES

1. CORNERS WERE LOCATED AND IDENTIFIED BY URBAN CIVIL ON NOVEMBER 22 & 23, 2016. FOUND CORNERS ARE MARKED OR SET WITH A 1/2" IRON PIN WITH ORANGE PLASTIC CAP STAMPED "URBAN CIVIL" UNLESS OTHERWISE NOTED.

2. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE COORDINATE SYSTEM (TSCS) AND ARE BASED ON THE 1983 DATUM. ALL COORDINATES WERE ADJUSTED FROM STATE PLANE GRID TO SURFACE DISTANCES. ALL COORDINATES WERE ADJUSTED FROM STATE PLANE GRID TO SURFACE USING A SURFACE ADJUSTMENT SCALE FACTOR OF 1.00014.

3. A LEGAL DESCRIPTION WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY PLAT PREPARED IN OUR OFFICE ON DECEMBER 2, 2016, JOB NUMBER 1611.01 NB.

LEGEND

5/8" 1/2" IRON ROD WITH URBAN CIVIL
IRON ROD FOUND
1" PIPE FOUND
PIPE FOUND
WATER METER BOX
WATER METER BOX
WATER VALVE
IRRIGATION VALVE BOX
FIRE HYDRANT
SANITARY SEWER CLEANOUT
POWER POLE
ANCHOR GUY WIRE
ELECTRICAL BOX (SMALL)
MANHOLE (UNCOVERED)
MANHOLE (COVERED)
POINT OF BEGINNING

N.C.B.
NEW CITY BLOCK
WATERLINE
WATERLINE
STORM DRAIN
OVERHEAD ELECTRIC
WOOD FENCE
TREE
SHRUB
RECORD CALL
GALVANIZED
CONCRETE DRIVE/PARKING
CONCRETE SIDEWALK
PAVEMENT (ASPHALT)
P.O.B.

Surveyor's Certificate:

TO: NEW BRAUNFELS INDUSTRIAL DEVELOPMENT CORPORATION, URBAN CHASE BANK, N.A., REPUBLIC TITLE OF TEXAS, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY OR MAPS ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES SECTIONS 1, 2, 3, 4, 7(A), 8, 9, 11, 13, AND 14 TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 30, 2016.

THIS 2nd DAY OF DECEMBER 2016 A.D.

URBAN CIVIL

Kate T. Wood
KATE T. WOOD, R.P.S.L.S.
STATE OF TEXAS
LICENSE NO. 0463

Title Commitment:

FIRST AMERICAN TITLE INSURANCE COMPANY
Commitment No. 1002-2025392-RIT (04)
Effective Date: January 20, 2017 at 8:00 am
Issued Date: January 26, 2017, 11:30 am

This Survey was prepared in reference to the above Title Commitment and is Certified to the parties heron for this transaction only and not intended for any subsequent use. It does not constitute a title search by the surveyor. All information regarding the title is derived from the public records and the quality of a title to the tract shown hereon was gained from the Title Commitment.

10b. This item has been intentionally deleted.

10c. This item has been intentionally deleted.

10d. This item has been intentionally deleted. (Moved to Schedule C)

10e. Mineral and/or royalty interest: Recorded October 11, 1984 in Volume 105, Page 22 of the Dead Records of Comal County, Texas. Title to said interest has not been investigated to the date of the aforesaid instrument.

10f. Property lies within Edwards Aquifer Recharge Zone.

10g. This item has been intentionally deleted.

10h. Inclusion within Edwards Water.

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EXHIBIT A