

LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF NEW BRAUNFELS, TEXAS, a home rule municipal corporation, acting by and through its City Manager, Robert Camareno, hereinafter referred to as “Lessor”, and the FIRST PROTESTANT CHURCH, New Braunfels, Texas, hereinafter referred to as “Lessee” and the Boy Scouts of America, Troop 133, acting by and through its Troop Leader, Tobin Hoffmann hereinafter referred to as “Occupant”, have entered into the following lease agreement (the “Lease”) effective as of the date indicated below:

WHEREAS, the Boy Scouts of America Troop 133 have occupied the premises since 1959 and the City of New Braunfels wishes to continue to grant occupancy of the property and building;

W I T N E S S E T H:

Section I Leased Premises

The Lessor in consideration and subject to the conditions set out below, agrees to lease to the Lessee, the following described property (the “Property”), for continued use by the Boy Scouts of America Troop 133, to wit:

Real property, together with improvements located at the intersection of East Coll Street and South Market Street, known as 294 East Coll Street, New Braunfels, TX 78130, as 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.

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 _____, 2022.

Section III Consideration

The consideration for this Lease shall be the Lessee's and Occupant'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 and Occupant shall obey all laws, ordinances, orders, rules, regulations, and covenants applicable to the use, condition, and occupancy of the Property;
- B. The Lessee and Occupant agree that the City and its Agents shall have access to the property at all times;
- C. The Occupant agrees that, at the request of the City of New Braunfels, the Boy Scout Troop shall assist in River Clean Up activities along the Comal River and provide volunteer hours and service to the City of New Braunfels as part of Boy Scout programs;
- D. The Lessor shall not incur any expenses under this Lease. All expenses, including any construction or maintenance expenses, excluding Lessor's flood control siren, related to the Property shall be the sole responsibility of the Occupant;
- E. The Lessee and Occupant shall be responsible for all utilities on the property including the electricity required to operate Lessor's flood control siren;
- F. Lessee and Occupant shall not engage in any direct sale or rental of any goods or services on the premises, without prior written consent of the Lessor;
- G. Lessee and Occupant shall have the authority to secure the Property against unauthorized vehicular traffic;
- H. Lessee and Occupant understand that the Property is located in parking by permit area "T" and shall obey all rules and regulations as set forth by the City as it pertains to parking by permit areas;
- I. Lessee and Occupant may erect a sign on the property provided said sign conforms with all City of New Braunfels Ordinances and Building Codes, and provided the content of the sign shall be approved by Lessor;

- J. Lessee and Occupant shall not permit any overnight occupancy in the building located on the Leased Premises;
- K. The Lessee shall not sublease or assign the Property to any other person or entity other than the Occupant 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 or Occupant;
- L. Lessee or Occupant shall maintain the premises in a neat, well-groomed condition, pursuant to all City codes and ordinances, at all times;
- M. The Lessor shall have the authority to conduct inspections of the property. Should any of these inspections call for repairs or modifications to be made to the Property, such repairs or modifications shall be completed within 90 days of written notice of and at the sole expense of Lessee or Occupant;
- N. No debt, lien, or encumbrance of any kind shall be allowed to be placed against the Property or improvements thereon;
- O. Subject to the above, all permanent improvements placed upon the premises by Lessee or occupant during the term of this lease shall revert to Lessor on termination of this lease. Furthermore, the Lessor may retain, destroy, or dispose of any property left on the Premises by Lessee at the end of the Lease term;
- P. The Lessee shall indemnify and hold the Lessor harmless against any and all claims arising from the construction, use, or maintenance of the Property during the period of time that Lessee has use of the Property. Lessee shall not be liable for claims that result from occurrences when the Lessor has use of the Property unless such claim results from the negligence of the Lessee;
- Q. The Lessee shall maintain and keep in force liability insurance and shall protect the Lessor from claims which may arise out of or in connection with Lessee's or their invitees use of the Property: The minimum amounts of liability insurance required are as follows:

Bodily Injury:

Per Person	\$500,000.00
Per Accident	\$1,000,000.00

Property Damage Liability:

Per Accident	\$100,000.00
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Aggregate

\$100,000.00

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 shall be filed with the Lessor. 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 use of the Property 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 Lessor may have. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with the Lessee;

- R. Notwithstanding anything to the contrary herein, the Lessor does not waive any of its rights, defenses, or immunity provided under the Texas Tort Claims Act;

Section V

Acceptance of Property; Maintenance and Repair

- A. The Lessee and Occupant accept the Property in its present condition "AS IS".
- B. Should Lessee or Occupant fail to perform any repairs on the Property pursuant to Items "J" and "L" above, the Lessor shall notify the Lessee promptly, in writing and Lessee shall have 90 days to make repairs. Should Lessee fail to make the required repairs within the 90 days, this lease shall immediately terminate.
- C. Lessee and Occupant agree 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 or Occupant of any condition set out herein, the Lessor will notify the Lessee or Occupant of such default and the Lessee or Occupant will have forty five (45) days to correct the default. In the event the Lessee or Occupant fail or refuse 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 and Occupant agree 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 ninety (90) 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 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:

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

and shall be provided to Lessee at the following address:

First Protestant Church of New Braunfels
172 West Coll Street
New Braunfels, TX 78130
Attn. _____

and shall be provided to Occupant at the following address:

Boy Scouts of America Troop 133
447 South Seguin Avenue
New Braunfels, TX 78130
Attn. Tobin Hoffmann

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.

CITY OF NEW BRAUNFELS, LESSOR

By: _____
Robert Camareno, City Manager

FIRST PROTESTANT CHURCH, LESSEE

By: _____
Name: _____
Title: _____

**BOY SCOUTS OF AMERICA TROOP 133,
OCCUPANT**

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

Exhibit "A"

LEGEND

—	FENCE POSTS MAY MEANDER
—	B.L. - BUILDING SETBACK LINE
—	U.E. - UTILITY EASEMENT
—	D.E. - DRAINAGE EASEMENT
—	I.P.S. - IRON PIN SET TAGGED 4089
—	I.P.F. - IRON PIN FOUND
—	FENCE
—	ELECTRIC LINE
—	SERVICE LINE
○	INDICATES TREE

Reference field notes dated May 10, 2002, of this 0.429 acre tract.

Being a 0.429 acre tract of land situated in the City of New Braunfels, Comal County, Texas, shown on a map of Summer Home Addition No. II

