

**RESOLUTION NO. R-2024-43**

**APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF BASTROP  
AND BASTROP CHRISTIAN CHURCH**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE BASTROP CHRISTIAN CHURCH AND THE CITY OF BASTROP FOR THE LEASE OF THE PROPERTY LOCATED AT 600 SPRING STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Bastrop, Texas (the "City") is a home rule municipality located in Bastrop County; and

**WHEREAS,** the City Council of the City finds that the leasing of office, administrative, and parking space is necessary for the operation of municipal services that will provide a public benefit to the citizens of the City; and

**WHEREAS,** the City Council finds that the terms of the "Lease Agreement" between the City and the Bastrop Christian Church satisfy and meet the City's needs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:**

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2.** The City Council authorizes the execution of the document entitled "Lease Agreement", attached hereto as Exhibit "A".
- Section 3.** Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.
- Section 4.** This Resolution shall be in full force and effect from and after its passage.
- Section 5.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as

required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, TX, on this, the 23rd day of April, 2024.

**THE CITY OF BASTROP, TEXAS:**



\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**



\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Alan Bojorquez, City Attorney

LEASE AGREEMENT

THE STATE OF TEXAS    §  
  §  
COUNTY OF BASTROP    §

This Lease Agreement (the “**Agreement**”) is made and entered by and between **BASTROP CHRISTIAN CHURCH**, a Texas nonprofit corporation (“**Landlord**”), and **THE CITY OF BASTROP**, a Texas home-rule municipality (“**Tenant**” or “**City**”). Landlord and Tenant may be referred to jointly herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

- A. Landlord owns the following tracts of land, each being a portion of land out of Building Block 7 (West of Main Street) in the City of Bastrop, Texas, according to the map of said city as recorded in Plat Cabinet 1, Page 23A, Bastrop County Plat Records and being a part of those certain tracts described in a deed from The First National Bank of Bastrop to Bastrop Christian Church, recorded on October 14, 2021, as Document Number 202122344 in the Official Public Records of Bastrop County (collectively, the “**Premises**”), which are depicted informally in Exhibit A, for reference:
  - 1. The property located at 600 Spring Street, Bastrop, Texas 78602, and identified by Bastrop County Appraisal District ID 33652, being an approximately 0.2440-acre tract of land, and including the approximately 708 square feet building and attached drive-through (totaling approximately 10,628 square feet), and all improvements upon said property (collectively, this property and improvements upon it are referred to as the “**Building**”); and
  - 2. The two properties on which parking lots are constructed to the north of the Building, being the properties identified by Bastrop County Appraisal District ID 33638 and 33666, being the approximately 0.1720-acre and 0.1790-acre tracts of land, respectively (collectively referred to as the “**Parking Facilities**”).
- B. Tenant seeks possession and use of the Premises under this Agreement for the purposes of municipal operations, including office space for a customer service area for the City’s Utility Billing Department, and parking for municipal and public parking purposes.
- C. Landlord and Tenant have agreed that Tenant may use Premises for such purposes on the terms and conditions provided herein.

AGREEMENT

**NOW THEREFORE**, in consideration of these premises, the mutual covenants set forth herein and other good and valuable consideration, the Parties hereby agree as follows:

1. **Grant of Lease and Purpose.** Landlord hereby grants to Tenant the exclusive right, privilege, and permission to possess and use Premises for the purposes described in this Agreement, including, but not limited to:
  - 1.1. *Building.* Tenant is hereby granted exclusive use of the Building and may use the Building for municipal operations, including but not limited to office space, a customer service area for the City's Utility Billing Department, and for other municipal purposes.
  - 1.2. *Parking Facilities:* Tenant may use the Parking Facilities for providing parking for its officers, employees, agents, contractors, and visitors to the Premises, and also for providing public parking and staging for City events, including placement of signage and traffic control devices or other appurtenances related to the Tenant's use of the Premises.
    - 1.2.1. *Parking on Sundays.* Notwithstanding Tenant's use and possession of the Parking Facilities under this lease, the Landlord shall retain use of the Parking Facilities on Sundays between 6:00 AM and 10:00 PM for the purpose of providing parking for its officers, employees, agents, contractors, and visitors to Landlord's Parking Facilities and Landlord's other properties located nearby for Landlord's events, including regular Sunday religious services.
    - 1.2.2. If the Landlord desires to use the Parking Facilities for the Landlord's religious services or other events other than during the Landlord's retained Sunday use times, the Landlord may submit a request in writing to the Tenant for such use at least ten (10) days in advance specifying the dates and times of requested use. The Tenant shall not unreasonably delay or withhold its approval of Landlord's request for additional use of the Parking Facilities for Landlord's religious services or other events.
  - 1.3. The Landlord shall provide the Tenant with all keys to the Premises on or before the commencement of the lease term.
  - 1.4. The Landlord shall not interfere with Tenant's use and possession of the Premises under the terms of this Agreement.
2. **Term.** The term of this Agreement shall commence on March 1, 2024, and continue for a period of ten (10) years ("**Term**"). Upon the expiration of the Term, this Agreement automatically renews on a month-to-month basis unless this Agreement is:
  - a) renewed for a different term by the mutual written consent of the Landlord and the Tenant; or

- b) terminated by written notice delivered by either Party or by mutual written consent of the Parties consistent with the termination provisions of this Agreement.
3. **Termination.** This Agreement may be terminated prior to the expiration of the Term only by mutual written consent, duly executed by both of the Parties, or upon the following conditions:
- 3.1. *Termination for Non-Appropriation.* This Agreement is a commitment of City's current revenues only. The City intends to use its best efforts to secure funds necessary for its performance under this Agreement in future fiscal years; however, the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to fulfill the Tenant's obligations under this Agreement. The City may terminate for such non-appropriation of sufficient funds by giving the Landlord a written notice of termination at the end of the City's then-current fiscal year. In the event of such termination due to non-appropriation, the termination of this Agreement shall take effect upon ninety (90) days' written notice to the Landlord ("**Termination Date**").
  - 3.2. *Effect of Termination.* In the event of termination:
    - 3.2.1. Tenant shall vacate the Premises and return all keys to the Premises to the Landlord on the Termination Date.
    - 3.2.2. Any improvements to the Premises not removed by the Tenant by or before the Termination Date shall become the property of the Landlord.
    - 3.2.3. Landlord may retain, destroy, or dispose of any personal property of the Tenant left on the Premises after the Termination Date.
    - 3.2.4. In the event this Agreement is terminated prior to the expiration of the Term, the Landlord shall pay to the Tenant the remaining balance of the Tenant Improvement Allowance, if any, either:
      - a) as a lump sum due within ninety (90) days of the Termination Date; or
      - b) in monthly installments in accordance with the schedule for how such Tenant Improvement Allowance was to be applied as a credit towards Rent under the executed addendum establishing such Tenant Improvement Allowance.

4. **Rent and Security Deposit.**

- 4.1. *Rent.* As consideration for the use and possession of the Premises under this Agreement, the Tenant shall pay rent to the Landlord in the total amount of \$4,000.00 per month ("**Rent**"), less any applicable amount of Tenant Improvement Allowance agreed by the Parties to be applied as a credit towards Rent, in accordance with the terms of the

executed addendum establishing such Tenant Improvement Allowance. This Rent amount is based on a payment of \$2,500.00 per month for the Building and \$1,500.00 per month for the Parking Facilities.

- 4.2. During the Term of this Agreement, the monthly Rent shall increase by the amount of \$600.00 every two (2) years, such that the Rent shall be as follows, effective on the dates shown below:

March 1, 2024	\$4,000.00 per month
March 1, 2026	\$4,600.00 per month
March 1, 2028	\$5,200.00 per month
March 1, 2030	\$5,800.00 per month
March 1, 2032	\$6,400.00 per month

- 4.3. The Tenant shall pay Rent on or before the first day of each month by check issued to the Landlord's address provided in the notice provisions of this Agreement. The Parties agree that the Rent payments shall be subject to the provisions of Texas Government Code Chapter 2251. In consideration of the Landlord providing the Tenant with access to the Premises prior to the Effective Date of this Agreement, the Tenant shall pay the Landlord the Rent amount for the period between March 1, 2024, and April 30, 2024, no later than thirty (30) days after the Effective Date of this Agreement.

- 4.4. *Security Deposit.* The Landlord hereby acknowledges receipt of a security deposit ("**Security Deposit**") in the amount of \$5,000.00 from the Tenant, which Tenant paid at the time of entering the separate letter of intent between the Parties referred to as the Intent to Lease Commercial Real Estate, dated February 5, 2024 ("**Letter of Intent**"). The Security Deposit is intended by the Parties to secure performance under this Lease Agreement and shall be governed by the provisions of state law regarding such security deposits under Texas Property Code Chapter 93. The Landlord shall refund the Security Deposit to the Tenant not later than the sixtieth (60<sup>th</sup>) day after the date the Tenant surrenders the Premises, either upon expiration of the Term or termination of the Agreement. The Landlord may deduct from the Security Deposit charges and damages (beyond normal wear and tear) for which the Tenant is legally liable under this Agreement, subject to the Landlord providing the Tenant with a written description and itemized list of all deductions, including supporting documentation such as estimates or quotes regarding the costs of repairs for any alleged damages.

## 5. Utilities.

- 5.1. The Tenant shall arrange for and pay for all utility services necessary for the Tenant's use of the Premises, including water, sewer, gas, electric, and waste disposal services. The Tenant shall coordinate with utility providers for transfer of such utility accounts for the Premises to the Tenant for direct billing to and payment by the Tenant.

**6. Representations and Warranties of Landlord regarding the Premises.**

- 6.1. Landlord represents and warrants that Landlord is the sole owner of the land and improvements comprising the Premises and has full rights to enter into this lease.
- 6.2. Landlord represents and warrants that no title encumbrance on the land or improvements comprising the Premises prohibits or interferes with Tenant's use and possession of the Premises under this Agreement.
- 6.3. Landlord represents and warrants that no buildings or other structures located on the Premises contain any asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations, nor any lead-based paint or lead-based paint hazards.
- 6.4. The Tenant has inspected the Premises and accepts the Premises in the present condition on the Effective Date of this Agreement for the purposes of this lease.

**7. Improvements by Landlord.** This Agreement shall not be construed to limit the power of Landlord to alter or improve the Premises; provided, however, Landlord agrees to give Tenant at least thirty (30) days advance written notice of any proposed alteration or improvement and to coordinate with Tenant so as not to unreasonably interfere with Tenant's use and possession of the Premises during any construction, repair, or maintenance of such alteration or improvement by the Landlord and its officers, employees, agents, or contractors.

**8. Improvements by Tenant.** The Tenant shall have the right to make certain improvements to the Premises, subject to the review and approval by the Landlord of plans for such improvements, including but not limited to remodeling of the Building for compliance with the Americans with Disabilities Act, to serve the purposes of the Tenant under this lease, and making improvements such as lighting and re-paving of the Parking Facilities.

8.1. At least thirty (30) days prior to commencing any proposed improvements, the Tenant shall submit to the Landlord plans showing the proposed improvements to the Premises and an estimate of the probable costs of such improvements.

8.2. The Landlord shall review and respond to any submitted plans within ten (10) days of receipt. The Landlord's approval of proposed improvements shall not be unreasonably delayed or withheld.

8.3. For any improvements by the Tenant that are approved by the Landlord, the Tenant and Landlord shall agree in a duly executed written Tenant Improvement Allowance Addendum to this Agreement, substantially in the form attached hereto as Exhibit B-1, to the schedule by which the costs of such improvements shall be applied as a credit towards Rent.

**9. Signage.** During the Term of this Agreement, the Tenant may install on the Premises temporary or permanent signage to identify the Tenant's use of the Premises for the Term of

this Agreement. The Tenant may remove any existing signage from the Premises, including but not limited to the existing signage identifying the Building as “First National Motor Bank.”

#### 10. Maintenance of the Premises.

- 10.1. *Routine Maintenance.* During the Term of this Agreement, the Tenant shall be responsible for the routine or minor repair, replacement, and maintenance of the Premises for items considered related to Tenant’s use and possession of the Premises and the normal wear associated with such use and possession necessary to keep the Premises in good and clean condition (“**Routine Maintenance**”), which may include repair, replacement, and maintenance such as: regular janitorial services for cleaning of the Premises; routine preventative maintenance and repair of mechanical, electrical, lighting, plumbing, heating, ventilation, and air-conditioning systems; and interior painting of the Building.
- 10.2. *Non-Routine Maintenance.* During the Term of this Agreement, the Landlord shall be responsible for major repair, replacement, and maintenance of the Premises for items that are not directly related to Tenant’s use and possession of the Premises and the normal wear associated with such use and possession (“**Non-Routine Maintenance**”), which may include repair, replacement, and maintenance such as repair, replacement, or maintenance of the Building roof, foundation, or structural soundness of the exterior. The Landlord shall act timely and diligently to provide for such Non-Routine Maintenance upon notification by the Tenant of any matters requiring such maintenance.
- 10.3. *Landscaping.* During the Term of this Agreement, the Tenant shall be responsible for any and all landscaping, including providing reasonable care and maintenance for any trees, grass, or other vegetation on the Premises to keep such landscaping in good condition.
- 10.4. The Tenant and Landlord may agree in a duly executed written Tenant Improvement Allowance Addendum to this Agreement to share or appropriately allocate responsibility or costs for such Routine or Non-Routine Maintenance or landscaping of the Premises under this Agreement, considering factors such as the remaining period of the Term of this lease and the relative costs and benefits to each Party from such maintenance or landscaping.
- 10.5. *Damages.* Tenant will be responsible for all costs of repairing or replacing any part of the Premises which was damaged or destroyed as a direct result of activities authorized by, or on behalf of, Tenant.

#### 11. Partial or Total Destruction of Premises.



11.1. If the Premises are partially or totally damaged by casualty (i.e., fire, flood, hail, other natural causes, accidents, mishaps, etc.) so as to render the Premises not usable by the Tenant for the purposes of this Agreement, then:

11.1.1. If the Premises can be restored within ninety (90) days, the Landlord will, at its expense, restore the Premises, including any leasehold improvements on the Premises, to substantially the same condition that existed before the casualty and the Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property. If the Landlord fails to complete the portion of the restoration for which the Landlord is responsible within ninety (90) days from the date of written notification by the Tenant to the Landlord of the casualty, the Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

11.1.2. If the Premises cannot be restored within ninety (90) days, the Landlord has an option to restore the Premises. If the Landlord chooses not to restore, the Landlord shall notify the Tenant in writing and this lease will terminate. If the Landlord chooses to restore, the Landlord will notify the Tenant in writing of the estimated time to restore and give the Tenant an option to terminate this lease by notifying the Landlord within ten (10) days. If the Tenant does not terminate this lease, the lease will continue and the Landlord will restore the Premises as provided above.

11.2. To the extent any portion of Premises are not usable by the Tenant for the purposes of this Agreement after the casualty, the Rent will be adjusted as may be fair and reasonable based on the proportion of the Building or Parking Facilities that are not usable by the Tenant for the purposes of this Agreement.

## 12. Insurance.

12.1. *Landlord's Insurance.* During the Term of this Agreement, the Landlord shall maintain adequate insurance coverage for the Premises at all times, including:

12.1.1. Property Insurance, including one-hundred percent (100%) replacement cost of the Building; and

12.1.2. General Liability Insurance, including bodily injury and property damage insurance coverage with respect to the Premises.

12.2. *Tenant's Insurance.* During the Term of this Agreement, the Tenant shall maintain adequate coverage under the City's policies with the Texas Municipal League Intergovernmental Risk Pool for its use and possession of the Premises at all times.

## 13. INDEMNITY. THE LANDLORD SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TENANT, ITS OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS FROM ANY INJURY AND

ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, RELATED TO OR ARISING FROM A CONDITION, ACTIVITY, OR HAZARD ON THE PREMISES TO THE EXTENT SUCH CONDITION, ACTIVITY, OR HAZARD IS NOT SOLELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TENANT, ITS OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEPENDENT OF THE LANDLORD'S INSURANCE, WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, AND WILL SURVIVE THE END OF THE TERM OF THIS AGREEMENT.

14. **Claims.** The Landlord shall promptly notify the Tenant in writing of any third-party claim or demand against the Landlord related to or arising from a condition, activity, or hazard on the portion of the Premises, or the Tenant's use and possession of the Premises. The Parties agree to cooperate with each other in any investigation, as applicable and appropriate, of any such claims or demands.
15. **Inspections.** Upon at least forty-eight (48) hours' notice to the Tenant, the Landlord and its officers, employees, agents, or contractors shall have the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, and providing general upkeep of the same and determining compliance with the provisions of this Agreement.
16. **Notice of Default; Opportunity to Cure.** In the event that either Party fails to comply with the terms and conditions as set forth herein, the non-defaulting Party may give to the defaulting Party written notice of the default by registered or certified mail, return receipt requested, to the address set forth below. The defaulting Party shall have thirty (30) days from the date of receipt of such notice to take action to remedy the default complained of (the "Cure Period"). If the default pertains to the Parties' respective maintenance obligations of the Premises and the defaulting Party does not remedy such maintenance-related default within the Cure Period, the non-defaulting Party may perform the maintenance or contract for the completion of the maintenance and the defaulting Party agrees to pay, within thirty (30) days after receipt of written demand by the non-defaulting Party the reasonable costs and expenses incurred by the non-defaulting Party in completing the maintenance obligation of the defaulting Party. Upon the failure of either Party to comply with the terms and conditions of this Agreement within the Cure Period, the non-defaulting Party shall have the right to enforce the terms and conditions of this Agreement by any and all legal or equitable relief to which the non-defaulting Party may be entitled.
17. **Notice.** Any notices or communications permitted or required herein must be in writing. Notice may, unless otherwise provided herein, be given or served:
  - a) by depositing the same in the United States mail, postage paid, certified mail, and addressed to the Party to be notified, with return receipt requested,
  - b) by hand-delivering the same to such Party, or
  - c) when appropriate, by sending electronic mail to a designated e-mail address and addressed to the Party to be notified.

Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

Tenant: City of Bastrop  
Attn: City Manager, Sylvia Carillo  
1311 Chestnut Street  
Bastrop, Texas 78602  
Ph: (512) 332-8800  
Fax: (512) 332-8819  
[scarrillo@cityofbastrop.org](mailto:scarrillo@cityofbastrop.org)

With a  
copy to: City Attorney  
Alan Bojorquez  
11675 Jollyville Road, Suite 300  
Austin, Texas 78759  
Ph: (512) 250-0411  
[alan@texasmunicipallawyers.com](mailto:alan@texasmunicipallawyers.com)

Landlord: Bastrop Christian Church  
Attn: Treasurer  
1106 Church Street  
Bastrop, Texas 78602  
Ph: (512) 321-6436  
[bastropcc.office@gmail.com](mailto:bastropcc.office@gmail.com)

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address, by giving the other party at least ten (10) days prior written notice of such change.

18. **Applicable Law and Venue.** This Agreement will be construed under the laws of the State of Texas. This Agreement is performable in Bastrop County, Texas. Mandatory venue for any action under this Agreement will be in the state court of appropriate jurisdiction for the action in Bastrop County, Texas.

19. **Alternative Dispute Resolution.** If any dispute between the Parties should arise from the performance of this Agreement, the Parties agree to mediate in good faith before filing a suit in court.

20. **Contractual Relationship.** The Landlord and Tenant are contracting parties under this Agreement. Nothing in this Agreement creates or shall be construed to create a partnership, joint venture, nor any principal-agent or employer-employee relationship between the Parties or any of their officers, employees, agents, or contractors.
21. **Assignability.** This Agreement shall be assignable only by a duly executed, written agreement of all Parties. The provisions of this Agreement may be enforced by the Parties hereto and their respective successors and assigns.
22. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive any immunities from suit or liability enjoyed by the City, its officers, employees, or agents. Nothing herein shall be construed as consent to suit by the City.
23. **Entire Agreement.** This Agreement, its exhibits, and any addenda or amendments thereto duly executed by both Parties, are the entire agreement of the Parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and neither Party is relying on any statements or representations of any Party or their respective agents that are not included in this Agreement, its exhibits, and any addenda or amendments thereto duly executed by both Parties.
24. **Amendment.** This Agreement may only be amended, modified, or terminated in writing by an instrument executed by both Parties.
25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

(Tenant Signature Next Page)

City COPY

LANDLORD: BASTROP CHRISTIAN CHURCH

By: Jerry M Davenport  
Printed Name: Jerry Davenport  
Title: Trustee of Bastrop Christian Church

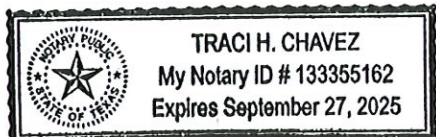
By: Lawanda Simon  
Printed Name: Lawanda Simon  
Title: Trustee of Bastrop Christian Church

By: Joseph C. Clemons  
Printed Name: Joseph Clemons  
Title: Trustee of Bastrop Christian Church

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this 25<sup>TH</sup> day of April, 2024 by **Jerry Davenport**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.

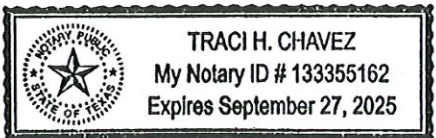


Traci H Chavez  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this 25<sup>TH</sup> day of April, 2024 by **Lawanda Simon**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.

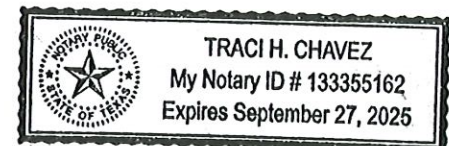


Traci H Chavez  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this 25<sup>TH</sup> day of April, 2024 by **Joseph Clemons**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.



Traci H Chavez  
Notary Public Signature

EXECUTED to be effective as of the Effective Date, which is the date last signed by a Party below ("Effective Date").

TENANT:

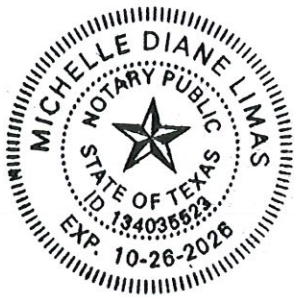
THE CITY OF BASTROP,  
a Texas home-rule municipality

By: *Sylvia Carrillo*  
Name: Sylvia Carrillo  
Title: City Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF BASTROP   §

This instrument was acknowledged before me on the 24 day of April, 2024, by **Sylvia Carrillo**, as City Manager of the City of Bastrop, a Texas home-rule municipality, on behalf of said home-rule municipality.

*Michelle Diane Limas*  
Notary Public, State of Texas



(Landlord's Signatures Next Page)

EXHIBIT A

Depiction of Premises

Building = Green

Parking Facilities = Blue

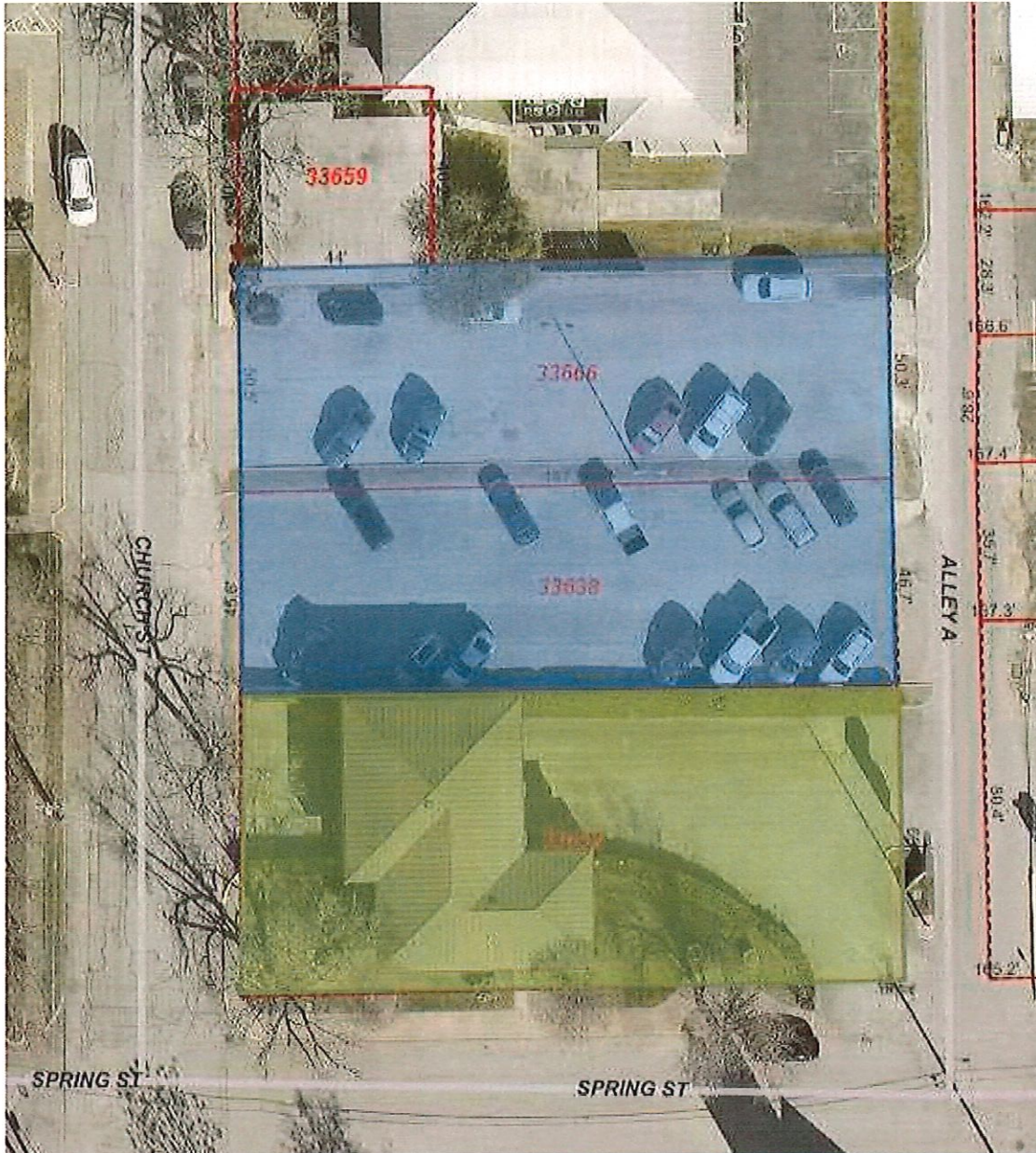


EXHIBIT B-1

Tenant Improvements Allowance Addendum

This Tenant Improvement Allowance Addendum ("Addendum") is made and entered by and between BASTROP CHRISTIAN CHURCH, a Texas nonprofit corporation ("Landlord"), and THE CITY OF BASTROP, a Texas home-rule municipality ("Tenant" or "City"), as an addendum to Lease Agreement (the "Agreement") between the Parties entered on \_\_\_\_\_, 2024, for certain Premises located at 600 Spring Street, Bastrop, Texas 78602. Defined terms used in this Addendum shall have the same meaning as in the Agreement.

1. The Landlord hereby approves the plans for the proposed improvements to the Premises to be completed by the Tenant, attached hereto as Exhibit B-2, and the amount of the estimate of probable costs of such improvements, as provided by the Tenant and attached here to as Exhibit B-3.
2. In consideration for the improvements to the Landlord's Premises by the Tenant, the Landlord hereby establishes a "Tenant Improvement Allowance" (as defined herein) in the total amount of \$\_\_\_\_\_, which shall be credited towards the Tenant's monthly Rent obligation under the Agreement as follows:

<i>Month</i>	<i>Credit towards Rent</i>

3. In the event of termination of the Agreement prior to the application of the full amount of this Tenant Improvement Allowance as credits towards Rent, the Landlord shall pay to the Tenant the remaining balance of this Tenant Improvement Allowance, if any, either:
  - a) as a lump sum due within ninety (90) days of the Termination Date of the Agreement; or
  - b) in monthly installments in accordance with the schedule for how such Tenant Improvement Allowance was to be applied as a credit towards Rent under this Addendum.

(Tenant Signature Next Page)



City copy

**EXECUTED** to be effective as of the Effective Date, which is the date last signed by a Party below.

**TENANT:**

**THE CITY OF BASTROP,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Name: Sylvia Carrillo  
Title: City Manager

STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Sylvia Carrillo**, as City Manager of the City of Bastrop, a Texas home-rule municipality, on behalf of said home-rule municipality.

\_\_\_\_\_  
Notary Public, State of Texas

(Landlord's Signatures Next Page)

**LANDLORD: BASTROP CHRISTIAN CHURCH**

By: \_\_\_\_\_  
Printed Name: Jerry Davenport  
Title: Trustee of Bastrop Christian Church

By: \_\_\_\_\_  
Printed Name: Lawanda Simon  
Title: Trustee of Bastrop Christian Church

By: \_\_\_\_\_  
Printed Name: Joseph Clemons  
Title: Trustee of Bastrop Christian Church

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **Jerry Davenport**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.

\_\_\_\_\_  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **Lawanda Simon**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.

\_\_\_\_\_  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **Joseph Clemons**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.

\_\_\_\_\_  
Notary Public Signature