

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**PARKING AREA LEASE AGREEMENT**

This Parking Area Lease Agreement (“Lease”) is made and entered into by and between First Baptist Church of Fresno (“FBCF”), a Texas non-profit corporation, and Fort Bend County, Texas (“County”), a political subdivision of the State of Texas. FBCF and County may hereinafter be collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, FBCF owns certain real property located at 4501 FM 521, Fresno, Fort Bend County, Texas (“FBCF Property”), which property includes a parking lot adjacent to the First Baptist Church of Fresno building (the “Parking Lot”); and

WHEREAS, in connection with the County’s acquisition of a 2.600-acre parcel out of the FBCF Property, County desires to lease the Parking Lot from FBCF for overflow parking for the benefit of the Mustang Community Center and other County functions; and

WHEREAS, FBCF desires to lease the Premises to the County subject to the terms and conditions set forth in this Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.     **Demise of Premises.** FBCF, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by County, FBCF does hereby exclusively lease and demise to County, and County does hereby rent and accept from FBCF, all of the Parking Lot as depicted on “Exhibit A” attached hereto and incorporated by reference herein.
  
2.     **Term.**
  - (a)    Initial Term. The term of this Lease shall commence upon the date signed by the last Party hereto (the “Effective Date”) and shall continue thereafter for a period four (4) years, unless sooner terminated in accordance with the terms of this Lease (the “Initial Term”).
  
  - (b)    Renewal Term. County shall have the option to renew this Lease for an additional term of four (4) years upon written notice to FBCF at least sixty (60) days prior to the expiration of the Initial Term. All terms and conditions of this Lease shall apply during any renewal term, unless otherwise agreed to in writing by the Parties.

- (c) **Holdover.** If the County continues to use and occupy the Parking Lot after the expiration of the Initial Term without having provided written notice to renew the Lease as required for the Renewal Term, such continued possession shall automatically convert to a month-to-month tenancy at the monthly rental rate provided in this Lease. This month-to-month tenancy shall be governed by all the same terms and conditions of this Lease, and may be terminated by either Party upon thirty (30) days' written notice to the other.
3. **Rent.** As rental for the use and occupancy of the Parking Lot, the County shall pay to FBFC rent in the total amount of Forty-Eight Thousand and 00/100 Dollars (\$48,000.00), representing a monthly rate of One Thousand and 00/100 Dollars (\$1,000.00) over the four-year Initial Term. This rent shall be paid in full, in advance, without deduction or offset, on the date the County closes escrow on its acquisition of the adjacent 2.600-acre parcel.
4. **Use and Occupancy of Parking Lot.** County shall have the right to use and occupy the Parking Lot during the Initial Term, and during any extension, renewal, or holdover period thereof, for overflow parking Mustang Community Center and other County functions and purposes. Provided, however, that the County shall not use and occupy the Parking Lot on Sundays between the hours of 8:00 a.m. and 1:00 p.m., and on Wednesdays between the hours of 7:00 p.m. and 9:00 p.m., so as to avoid conflict with FBFC's church services. Notwithstanding the foregoing, in the event FBFC has a special event or other function at the church, the Parties may mutually agree in writing to allow the FBFC to use the Parking Lot during a period that would otherwise be reserved for County's use. The Parties will work together in good faith to coordinate any such use.
5. **Maintenance, Repair, and Alterations.** County, at County's sole cost and expense, at all times during the Initial Term, or any renewal, extension, or holdover periods thereof, shall be responsible for keeping and maintaining the Parking Lot in a good state of appearance and repair. This shall include all costs and expenses for maintaining, repairing, or replacing materials and components of the Parking Lot, such as Parking Lot entrances, parking lanes, fixtures, and any County installed security devices. The County shall be responsible for all trash collection services on the Parking Lot, including the regular emptying of all trash receptacles. The County shall have the right to undertake maintenance and improvements to the Parking Lot, including but not limited to, repaving and restriping. Any proposed improvements by County involving the construction and installation of permanent structures or fixtures must be submitted to FBFC as a written proposal for review and approval. FBFC's approval of said proposal shall not be unreasonably withheld, conditioned, or delayed. Any permanent structures or fixtures constructed or installed by County shall be at County's sole cost and expense and shall remain on the Parking Lot and become the property of FBFC upon the expiration or termination of this Lease.

6. **Insurance.** At all times during the Initial Term of this Lease, and any extension, renewal, or holdover periods, County shall maintain insurance for the Parking Lot and shall name FBCF as additional insured on all policies except Worker's Compensation and Professional Liability. Any such insurance coverage shall include at least the following minimum coverage:
- (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  - (c) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
7. **Right of Entry.** At all times FBCF shall have access to the Parking Lot for the purposes of determining the necessity of any maintenance or repair work and inspecting and determining County's compliance with the terms of this Lease. In exercising its right of entry, FBCF shall not unreasonably interfere with County's activities upon the Parking Lot.
8. **Default and Termination.**
- (a) Without Cause. Except as provided in Section 2(c) above, either Party may terminate this Lease, without cause, only upon the prior written consent of the other Party, which consent shall not be unreasonably withheld.
  - (b) With Cause.
    - (1) Default by County. County shall be in default of this Lease upon the occurrence of any of the following:
      - a. County's failure to timely pay any rent or additional rent due under this Lease.
      - b. County's failure to maintain the Parking Lot in accordance with County's responsibilities pursuant to this Lease.
      - c. County's failure to comply with any other obligation of County or term of this Lease, including, without limitation, the use by County of the Parking Lot for uses not permitted under this Lease.

- (2) FBCF's Remedies. FBCF must give County thirty (30) days written notice of County's default stating a date not less than thirty-five (35) days from the date of the notice by which County may cure the default. If County fails to cure the default within the time reasonably specified in the notice of default, FBCF may (1) terminate the Lease Agreement, or (2) incur any expense required to cure the default and charge County with the cost to cure the default which charge shall be an additional cost assessed to County.
- (3) Default by FBCF. FBCF shall be in default of this Lease upon the occurrence of any of FBCF's failure to comply with any obligation required of FBCF under this Lease.
- (4) County's Remedies. County must give FBCF thirty (30) days written notice of FBCF's default stating a date not less than thirty-five (35) days from the date of the notice by which FBCF may cure the default. If FBCF fails to cure the default within the time reasonably stated in the notice of default, County's sole and exclusive remedy for FBCF's default is to terminate the Lease.
- (c) Upon termination of this Lease by any Party, whether with or without cause, any rental amounts advanced and paid by County shall be prorated based on the number of full calendar months remaining in the Initial Term, or any extension, renewal, or holdover periods, as of the effective date of termination. Said prorated portion of such prepaid rent shall be returned to County within sixty (60) days of the effective date of termination.
9. **Notice.** Any and all notices required or permitted under this Lease shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first class postage prepaid, registered or certified mail, return receipt requested or when properly addressed upon deposit with Federal Express, Express Mail, or other overnight courier service. Notices shall be properly addressed if addressed to the Parties as follows:

If to County: Fort Bend County, Texas  
Attn: Commissioner Grady Prestage  
303 Texas Pkwy, Suite 213  
Missouri FBCF, Texas 77489

If to FBCF: First Baptist Church of Fresno  
Attn: \_\_\_\_\_  
4501 FM 521,  
Fresno, Texas 77545

10. **Entire Agreement and Modification.** This Lease constitutes the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Lease. This Lease may only be amended or modified by written agreement executed by both Parties. **IT IS ACKNOWLEDGED BY FBCF THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
11. **No Waiver of Immunity.** Neither the execution of this Lease nor any other conduct of either Party to this Lease shall be considered a waiver or surrender of County's governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
12. **Benefit.** This Lease shall be for the sole and exclusive benefit of County and FBCF and shall not be construed to confer any benefit or right upon any other party.
13. **Applicable Law and Venue.** This Lease shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Lease shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
14. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.
15. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
16. **Captions.** The section captions used in this Lease are for convenience of reference only and do not affect the interpretation or construction of the Lease.
17. **Electronic and Digital Signatures.** The Parties to this Lease agree that any electronic and/or digital signatures of the Parties included in this Lease are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
18. **Multiple Counterparts.** This Lease may be executed in multiple counterparts, each having equal force and effect of an original.

19. **Human Trafficking.** BY ACCEPTANCE OF THIS LEASE, FBCF ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
20. **State Law for Government Contracts.** For purposes of Sections 2252.152, Texas Government Code, as amended, FBCF hereby verifies unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, FBCF is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
21. **Authorization.** This Lease shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution of this Lease, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

**FORT BEND COUNTY, TEXAS**

**FIRST BAPTIST CHURCH OF FRESNO**

*KP George*

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Authorized Agent – Signature

*October 9, 2025*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

*Laura Richard*

\_\_\_\_\_  
Laura Richard, County Clerk



\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

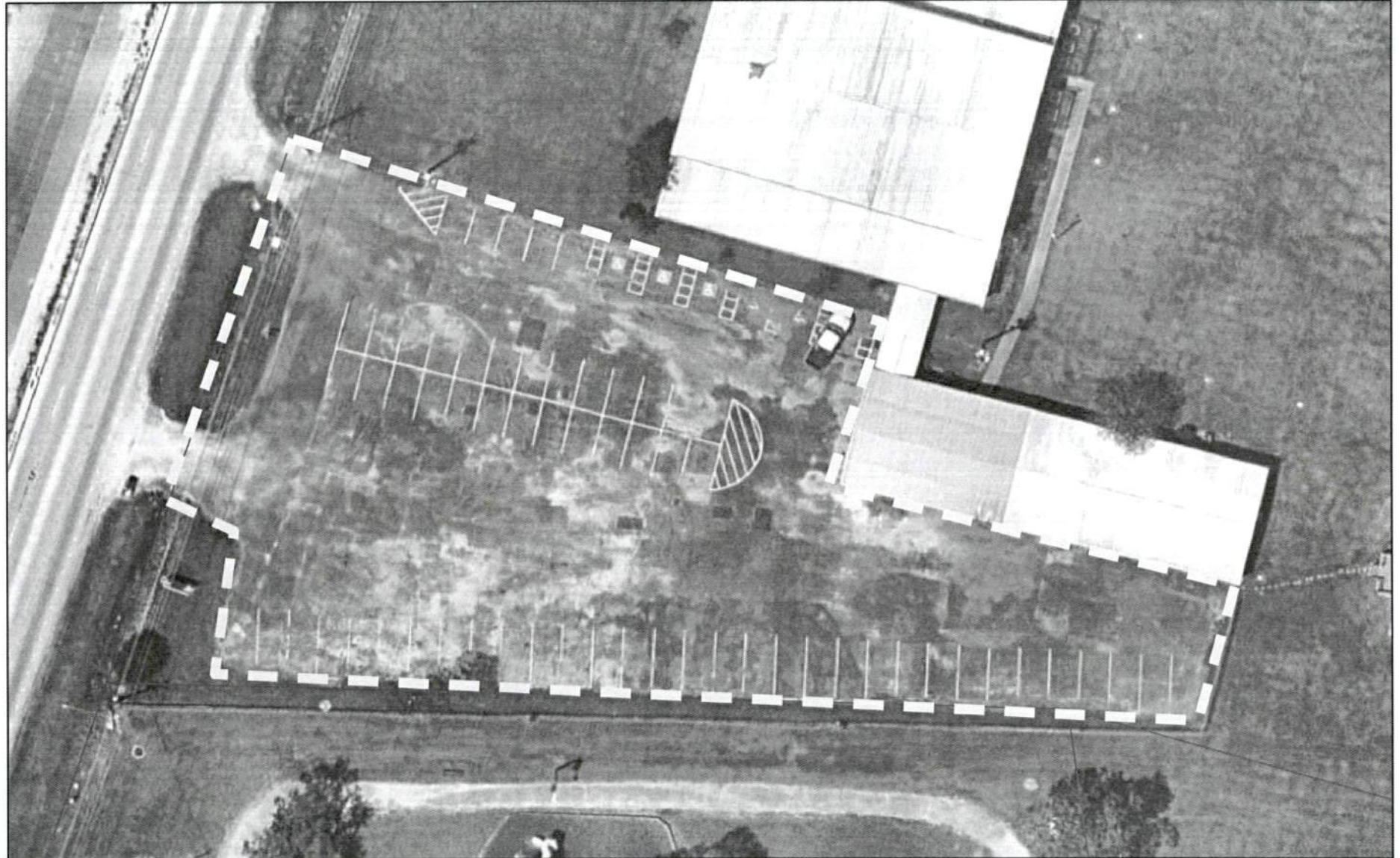
I hereby certify that funds in the amount of \$ 48,000.00 are available to pay the obligation of Fort Bend County, Texas within the Agreement.

*Robert Ed Sturdivant*  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# **EXHIBIT A**

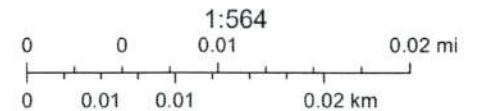
(Follows Behind)

# Fort Bend CAD Web Map



9/24/2025, 3:43:13 PM

-  Parcels
-  Texas Counties
-  Abstracts



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Fort Bend County Appraisal District, BIS Consulting - [www.bisconsulting.com](http://www.bisconsulting.com)

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