

PUBLIC SHARED PARKING AGREEMENT

STATE OF TEXAS §

COUNTY OF HOUSTON §

This Public Shared Parking Agreement (“Agreement”) is entered into effective _____, 2026, by and between the **City of Crockett, Texas**, a Texas home-rule municipality (“City”), and **Crockett Eye Clinic** (“Clinic”).

I. Purpose

The purpose of this Agreement is to establish the terms under which the City will develop and maintain a public parking lot adjacent to the Crockett Public Library that will also serve customers of the Crockett Eye Clinic.

The parties recognize that the parking lot will provide a public benefit by increasing available parking for Library patrons while improving access for patients and visitors of the Clinic. In recognition of the Clinic’s financial contribution toward the project, it is the intent of the City that the parking lot be managed in a manner that gives reasonable priority to the parking needs of Crockett Eye Clinic patients and visitors while allowing Library patrons and other members of the public to utilize available parking spaces.

II. Property

This Agreement applies to the City-owned property located adjacent to the Crockett Public Library, which will be improved as a paved public parking lot.

III. City Responsibilities

The City agrees to:

1. Design and construct the parking lot.
2. Install asphalt paving, striping, signage, drainage improvements, and any necessary ADA improvements.
3. Install handrails or other safety improvements deemed necessary by the City.
4. Maintain the parking lot, including pavement, striping, signage, lighting (if applicable), landscaping, and routine repairs, subject to annual budget appropriations.
5. Retain ownership and exclusive control of the property.

IV. Clinic Contribution

The Clinic agrees to make a one-time contribution to the City in the amount of Ten Thousand Dollars (\$10,000.00) to assist with construction of the parking lot.

The contribution shall be made within 30 days following execution of this Agreement unless otherwise agreed by the parties.

The contribution shall be considered a voluntary participation in the project and shall not create any ownership interest, leasehold interest, easement, or other real property right in favor of the Clinic.

V. Parking Use

The parties acknowledge that:

- A. The parking lot shall remain public property owned by the City.
- B. The parking lot shall remain open for use by the general public.
- C. The City intends to manage the parking lot so that it primarily accommodates the parking needs of Crockett Eye Clinic patients and visitors. Parking spaces not occupied or reasonably anticipated to be needed for the Clinic's operations shall be available for use by patrons and visitors of the Crockett Public Library and other lawful public users.
- D. Neither party is guaranteed the availability of parking spaces at any particular time.
- E. No parking spaces are reserved exclusively for either party unless designated by the City for ADA accessibility or other public purposes.
- F. The City retains the sole authority to regulate parking, establish parking restrictions or time limits, install signage, temporarily close the parking lot for maintenance or public events, and otherwise manage the parking facility in the public interest.

VI. Public Access

The City retains the right to permit parking by members of the general public consistent with the intended purpose of the parking lot.

Nothing in this Agreement shall prohibit members of the public from using the parking lot.

VII. No Exclusive Rights

Nothing contained in this Agreement shall be construed to grant the Clinic:

- exclusive parking rights, except as previously stated in this agreement;
- a leasehold interest;
- an easement;

- ownership interest; or
- any other real property interest in the parking lot.

VIII. Maintenance

The City shall be solely responsible for maintenance of the parking lot.

The Clinic shall have no obligation to maintain, repair, or improve the parking lot after making the contribution described herein.

IX. Liability

Each party shall remain responsible for its own acts and omissions to the extent provided by Texas law.

Nothing contained herein waives governmental immunity, sovereign immunity, or any defenses available to the City under Texas law.

X. Term

This Agreement shall become effective upon execution by both parties and shall remain in full force and effect until terminated by either party upon ninety (90) days' written notice to the other party.

If the City elects to terminate this Agreement within the first fifteen (15) years following the effective date, the City shall reimburse Crockett Eye Clinic the full amount of its One-Time Contribution of Ten Thousand Dollars (\$10,000.00) within ninety (90) days after the effective date of the termination.

If the City terminates this Agreement more than fifteen (15) years after the effective date, no reimbursement shall be owed to Crockett Eye Clinic.

If Crockett Eye Clinic elects to terminate this Agreement at any time, the Clinic shall not be entitled to reimbursement of its One-Time Contribution, and this Agreement shall immediately terminate upon the effective date of termination.

Upon termination by either party, the shared use arrangement established by this Agreement shall cease, and the City shall retain sole ownership, operation, management, and control of the parking lot. Nothing in this Agreement shall be construed to grant Crockett Eye Clinic any continuing right to use or control the parking lot following termination.

XI. Modification

This Agreement may only be amended by written agreement approved by both parties.

XII. Notices

All notices shall be delivered to:

City of Crockett

City Administrator
200 North Fifth Street
Crockett, Texas 75835

Crockett Eye Clinic

Dr. John McCall Jr
711 E. Goliad Avenue
Crockett, Texas 75835

XIII. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or understandings regarding the parking lot.

CITY OF CROCKETT

By: _____

Name: _____

Title: _____

Date: _____

CROCKETT EYE CLINIC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____