

**TEMPORARY PARKING LOT AGREEMENT BETWEEN THE TOWN OF PROSPER,
TEXAS, AND PRESTONWOOD BAPTIST CHURCH**

THIS TEMPORARY PARKING LOT AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND PRESTONWOOD BAPTIST CHURCH (hereinafter referred to as the "Agreement") is made and entered into by and between the Town of Prosper, Texas (hereinafter referred to as the "Town"), a Texas home-rule municipality, and Prestonwood Baptist Church (hereinafter referred to as the "Church").

WHEREAS, on or about February 11, 2022, the Church filed with the Town a Development Application to allow for a Temporary Parking Lot (hereinafter "Temporary Parking Lot") on the Church's property at 1001 Prosper Trail in the Town; and

WHEREAS, both the Town and the Church (hereinafter referred to collectively as the "Parties") recognize the need for additional parking at the Church due to an increase in the number of attendees, particularly on or around holidays when special events are held at the Church, and that an additional parking area at the Church will assist in addressing the illegal parking of motor vehicles on grass or on Town right-of-way; and

WHEREAS, that portion of the Church property best suited for the placement of the Temporary Parking Lot is generally depicted on the attached Revised Site Plan, attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Town and the Church have reached certain agreements and understandings regarding the Temporary Parking Lot, which agreements and understandings are set forth in this Agreement; and

WHEREAS, the Town and the Church find that (1) the execution of this Agreement is necessary for the benefit of the public; (2) both the Town and the Church have a strong public safety interest in limiting the parking of motor vehicles on unauthorized surfaces or at impermissible locations, including in the public right-of-way; and (3) the matters contained herein are in the common interest of both Parties to accomplish a public purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Church agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

This Agreement shall become effective upon the Effective Date and shall remain in effect for a term of five (5) years. The words "Effective Date" mean the date of the last party to execute this Agreement by and between the Town and the Church. The Church may receive no more than two (2) one-year extensions of the term of this Agreement.

SECTION 3. AGREEMENTS OF THE PARTIES.

- (a) **Temporary Parking Lot.** The Temporary Parking Lot shall accommodate no more than 364 parking spaces, and the dimensions of said spaces shall be in accordance with existing Town parking standards. The Church shall be fully responsible to maintain the Temporary Parking Lot. Should the Church determine that the Temporary Parking Lot is no longer desired or should the term of this Agreement, as amended, expire, the Church shall restore the property to its current condition prior to the construction of the Temporary Parking Lot unless the Church has made application with the Town for other use of the property on which the Temporary Parking Lot is located.
- (b) **No Cost to the Town.** The Parties agree that all costs and expenses associated in any way with the Temporary Parking Lot shall be borne exclusively by the Church and the Town shall have no monetary obligations created by and through this Agreement.
- (c) **Maintenance of Temporary Parking Lot.** Until such time as this Agreement either terminates or expires, the Church shall be responsible for maintaining the Temporary Parking Lot, at its sole expense, such that the parking area is in good operating condition, free of unreasonable uneven areas, provides safe access and egress, has reasonably marked parking spaces, handicap spaces, and adequate pathways for access and egress by emergency vehicles.

SECTION 4. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the courts of Collin County, Texas.
- (c) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto and further, this Agreement

shall be deemed a covenant that runs with the land. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Church warrants and represent that the individual executing this Agreement on the Church's behalf has full authority to execute this Agreement and bind the Church to the same.

- (d) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (f) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (g) **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
- (h) **Sovereign Immunity.** By entering into and executing this Agreement, the Parties agree that the Town has not waived, limited or surrendered its sovereign immunity, except as may be specifically provided by law.
- (i) **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

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APPROVED by the Town Manager of the Town of Prosper, Texas, on the _____ day of _____, 2022.

ATTEST:

TOWN OF PROSPER

Name: Michelle Lewis Sirianni
Title: Town Secretary

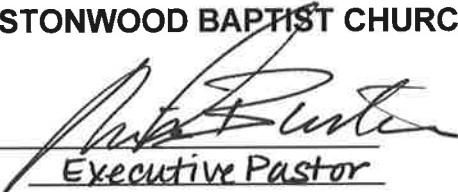
By: _____
Name: Harlan Jefferson
Title: Town Manager, Town of Prosper

Date: _____

Date: _____

APPROVED by Prestonwood Baptist Church on the 22 day of March, 2022.

PRESTONWOOD BAPTIST CHURCH

By: 
Title: Executive Pastor

Date: 3-22-22

EXHIBIT A
(Revised Site Plan)