STATE OF TEXAS §
§
COUNTY OF TARRANT §

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into as of the _____ day of _____, 2017 by and between BENBROOK METHODIST CHURCH, INC., a Texas nonprofit corporation (hereinafter called the "Landlord") and CITY OF BENBROOK (hereinafter called the "Tenant").

STATEMENT OF PURPOSE

Landlord is now the fee simple owner of a certain tract of land located in the City of Benbrook, Tarrant County, Texas, being a portion of Block 28, Lot 1-A-R, Benbrook Lakeside Addition, an addition to the City of Benbrook as recorded in Cabinet B, Slide 824 Plat Records, Tarrant County, and more fully depicted in Exhibit "A", attached hereto and incorporated herein by reference (the "Demised Premises" or "Premises").

W I T N E S S E T H:

In consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant agree as follows:

1. Demised Premises. Landlord hereby leases and rents to Tenant and Tenant hereby leases and rents from Landlord that certain tract of land ("Demised Premises") described in Exhibit "A", attached hereto and made a part hereof.

2. Term of Lease. The term of this Lease (the "Term") shall begin on _____, 2017 and shall end at 12:00 midnight _____, 2022, unless sooner terminated by agreement of both Tenant and Landlord. After _____, 2022, the Term of Lease shall be automatically renewed for subsequent periods of 5 years (the "Extended Terms") unless either party provides written notice of termination not less than 180 days prior to the end of the Term or subsequent Extended Term.

3. Rental. Tenant shall pay to Landlord for the use and occupancy of the Demised Premises during the Term of this Lease and any renewal an annual rental (the "Minimum Rental") of Ten and No/100 Dollar ($10.00) payable on January 31 of each year.

All rental payments provided for herein shall be payable to Landlord, at the address provided in the "notices" paragraph below, until written notice to the contrary is received by Tenant.

4. Use of Demised Premises. Tenant may use the Demised Premises for a park and recreational area which may include playground equipment, structures, trails, play

fields, recreational facilities, parking, landscaping and signage appropriate for a city park. Tenant may also use the Demised Premises for any other use agreeable to Landlord. Tenant shall use and occupy the Demised Premises in compliance with all applicable laws, ordinances, restrictions, rules and regulations and shall at all times keep the Demised Premises in a neat, clean and orderly condition. The Tenant shall not alter the topography on the Demised Premises in a manner that would have a negative impact on the Parent Tract (being the portion of Lot 1-A-R, Block 28 of the Benbrook Lakeside Addition not leased to Tenant). Landlord makes no representation or warranty to Tenant or to any other person or entity as to the suitability of the Demised Premises for any purpose.

5. Parking. While this lease is in effect Landlord will allow reasonable off street vehicle parking for persons using the Demised Premises on the Parent Tract.

6. Utilities. During the Term of this Lease, the Tenant shall pay prior to delinquency all utilities including electric, water, sewer, and trash pickup relating to Tenant's use and/or occupancy of the Demised Premises.

7. Insurance: Indemnity. Throughout the Term of this Lease, Tenant at its sole cost and expense, shall keep or cause to be kept in force, for the mutual benefit of Landlord and Tenant, comprehensive broad form general public liability insurance against claims and liability for personal injury, death or property damage arising from the use, occupancy, misuse or condition of the Demised Premises, and the improvements located thereon, providing protection of at least $250,000 for bodily injury or death to any one person, at least $500,000 for any one accident or occurrence and at least $1,000,000 for property damage. Such insurance shall name Landlord as additional insured. Certificates of such insurance shall be delivered to Landlord. To the extent permitted by law, Tenant agrees to indemnify, defend and hold Landlord harmless against any claims arising as a result of or connected with the tenancy or occupancy of the Demised Premises by Tenant or its agents, employees, servants, subtenants and/or invitees.

8. Assignment and Subletting. Tenant may not assign or sublease this Lease or any interest therein without the prior written approval of Landlord.

9. Events of Default. If any one or more of the following events ("Events of Default") shall occur:

(a) Tenant shall default in the payment when due of any rental or other sum of money specified hereunder to be paid by Tenant; or

(b) Tenant shall default in the performance of any other of the terms, conditions or covenants contained in this Lease to be performed or observed by Tenant other than that specified in (a) above and Tenant does not remedy such default within thirty (30) days after written notice thereof is given to Tenant or, if such default cannot be remedied in such period, Tenant does not within thirty (30) days commence such act or acts as shall be necessary to remedy the default and shall not complete such act or acts within ninety (90) days after such notice; or

10. Remedies.

(a) Upon the occurrence of any of such Events of Default, Landlord shall have the option to pursue any one or more of the following remedies:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent, immediately enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof and any property found within the premises, by force if necessary, without being liable for prosecution or any claim of damages therefor. If Landlord elects to terminate this Lease, all of Tenant's rights under this Lease shall immediately cease.

(2) Enter upon the Demised Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, unless caused by the negligence of Landlord.

(b) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained.

11. Attorneys' Fees. In the event Tenant defaults in the performance of any of the terms, covenants, or conditions contained in this Lease and Landlord places the enforcement of this Lease, or any part thereof, or the collection of any rental due or to

become due hereunder, or the recovery of possession of the Demised Premises in the hands of an attorney, or files suit upon the same, Tenant agrees to pay to Landlord all reasonable cost of suit and cost of enforcement of Landlord's rights hereunder, including reasonable attorneys, fees.

12. Tenant's Improvements. By executing this Lease, Tenant accepts the Demised Premises in its present condition and Tenant shall make no alterations, improvements or additions to the Demised Premises without Landlord's written consent except as set out in Paragraph 4 herein which has already been approved by Landlord. All buildings or other improvements placed on the Demised Premises may at Tenant's option and at Tenant's sole expense, be removed by Tenant upon the expiration or termination of this Lease. If Tenant does not or cannot remove the improvements on the Demised Premises, Landlord agrees to take the Demised Premises “as is” and will have the option of either maintaining the improvements or removing them.

13. Notices. Any notice or submission required or permitted under this Lease shall be in writing and shall be deemed to be given when same is received by prepaid registered or certified mail, return receipt requested (as shown on date of postmark of the return receipt) addressed to the parties hereto as follows: to the Landlord, President, Benbrook Methodist Church, Inc., 1122 Bryant Street, Benbrook, Texas 76126; and to the Tenant, City Manager, City of Benbrook, 911 Winscott Road, P.O. Box 26569, Benbrook, Texas 76126. Any such party may from time to time by notice as herein provided, designate a different address to which notices to it shall be sent

14. Disclaimer. Landlord hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future ·of, as to or concerning (i) the nature and condition of the Demised Premises, including, but not by way of limitation, the water, soil, the presence or non-presence of hazardous or toxic substances in, on, about or emanating from the Demised Premises, geology, and the suitability thereof and of the Demised Premises for any and all activities and uses which Tenant shall be permitted to conduct thereon under this Lease, (ii) the manner, construction, condition and state of repair or lack of repair of any of the Demised Premises, and (iii) the compliance of the Demised Premises or its operations with any laws, rules, ordinances or regulations of any government or other body. The lease of the Demised Premises as provided for in this Lease is made on an "as is" basis, and Tenant expressly acknowledges that, in consideration of the agreements of the Landlord herein, and except as otherwise specified herein, LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FORE A PARTICULAR PURPOSE OF THE DEMISED PREMISES.

15. Maintenance. Tenant shall maintain the Demised Premises in good, clean condition and shall at its sole cost and expense make all needed repairs and replacements thereto. Tenant shall also be responsible for irrigation, and maintenance and repairs to any improvements and landscaping on the Premises. At the expiration of

this Lease, Tenant shall surrender the Demised Premises in good condition, reasonable wear and tear excepted. Landlord shall, at Landlord's sole cost and expense, keep mowed all grass and weeds on the Demised Premises.

16. Covenants of Title. Landlord covenants and represents to Tenant that Landlord owns fee title to the Demised Premises; that it has full right and authority to lease the same upon the terms and conditions herein set forth; and that Tenant shall peacefully and quietly hold and enjoy the Demised Premises safe from any claims for the full Term hereof so long as Tenant does not default in the performance of any of its covenants hereunder.

17. Gender; Singular and Plural. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural, and vice versa, whenever the context so requires.

18. Holding Over. If Tenant remains in possession of the Demised Premises or any part thereof after the expiration of the Term of this Lease with Landlord's acquiescence and without any written agreement between the parties, Tenant shall be only a month-to-month tenant. Nothing contained in this Lease shall authorize Tenant to hold over.

19. Nature and Extent of Agreement. This instrument and its exhibits contain the complete agreement of the parties regarding the terms and conditions of the lease of the Demised Premises, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated. Nothing herein shall in any way be construed to impose upon either party hereto any obligations or restrictions not herein expressly set forth. Specifically, nothing in this lease shall be construed to render the Landlord in any way or for any purpose a partner, joint venture or associate in any relationship with Tenant other than that of landlord and tenant, and this Lease shall not be construed to authorize either landlord or Tenant to act as agent for the other. The laws of the State of Texas shall govern the validity and enforceability of this lease.

20. Captions and Headings. The captions and headings throughout this lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease or in any way affect this lease

21. Severability. The invalidity or illegality of any provisions shall not affect the remainder of the lease.

22. Authority to Execute. Landlord and Tenant represent and warrant to each other that each is fully authorized, to enter into this lease without the joinder of any other person or entity, and the person executing this Lease on behalf of each such party has

full authority to do so and that any and all corporate, partnership or joint venture action required has been taken.

23. Time of Essence. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed all in pursuance of proper legal authority, as of the day, month and year first above written.

LANDLORD:

BENBROOK METHODIST CHURCH, INC.
a Texas Nonprofit Corporation

By: _____

_____
Title: Chair of the Trustees

By: _____

_____
Title: Chair of the Church Council

TENANT:

CITY OF BENBROOK

By: _____
Andy Wayman, City Manager
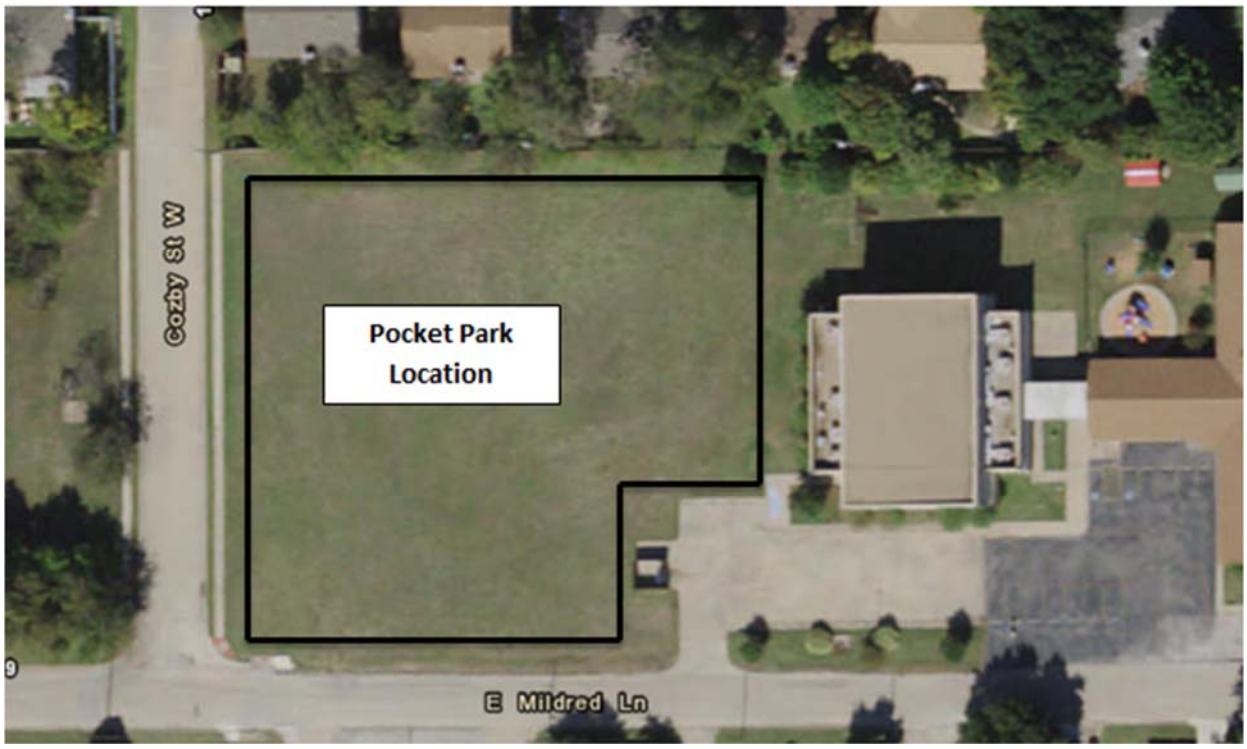
EXHIBIT "A"