

State of Texas       §  
                                  §  
County of Bell       §

## **PARKING AREA LICENSE AGREEMENT**

This Parking Area License Agreement (“Agreement”) is entered into between the CITY OF KILLEEN, a Texas home-rule city and municipal corporation (“Licensor”), and BELL COUNTY, a political subdivision of the State of Texas (“Licensee”); collectively referred to as “the Parties”.

### **RECITALS**

**WHEREAS**, pursuant to the deed, dated September 14, 2022, Licensor owns the parking lots referred to as Part of Lot 2, Block 1, of the Original Addition to the Town of Killeen, locally addressed as 511 North Fourth Street (“Tract 1”), and Lot 1, Block 6, of the Original Addition to the Town of Killeen, locally addressed as 414 North Fourth Street (“Tract 3”), collectively referred to as “the Licensed Area”, and as described in Exhibit A; and

**WHEREAS**, pursuant to the deed, dated December xx, 2022, Licensor has conveyed to Licensee all lots contained within Block 2, of the Original Town of Killeen, locally addressed as 507 North Gray Street, so that Licensee may construct a building for the Bell County Annex (“Annex”); and

**WHEREAS**, Licensee requires the use of the parking spaces located within the Licensed Area for normal Annex operation and has requested from Licensor, and Licensor has agreed to grant Licensee, a license to use the Licensed Area for vehicular ingress, egress, and parking upon the terms and conditions set forth herein; and

**WHEREAS**, the Parties desire to enter an agreement regarding the terms and conditions for shared use of the Licensed Area; and

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **AGREEMENT**

#### **Article I.    License**

Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee and Licensee’s employees, agents, and invitees (“Licensed Parties”) a revocable license (“License”) solely for the non-exclusive use of the Licensed Area for vehicular ingress, egress, and parking between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding official Bell County holidays.

## **Article II. Term**

This Agreement becomes effective on the date the final required signature is affixed and shall remain in effect for two-years. Upon expiration, the license shall automatically renew for successive two-year terms unless either party gives written notice to the other at least six months prior to the expiration of any term of the party's intent not to renew.

In the event that Licensor terminates the license, the Licensor shall identify and provide Licensee with alternate sufficient parking. The location of the alternate parking will require consent of both parties which shall not be unreasonably withheld.

## **Article III. Licensee's Obligations**

Licensee acknowledges that any building construction in Downtown Killeen shall be in accordance with the City of Killeen's 2022 Comprehensive Plan ("Plan"). Licensee agrees to build the Annex in compliance with the Full-Block Redevelopment Site Proposals for a Large Tenant Building located within the Downtown Reinvestment section of the Plan; attached here as Exhibit B.

## **Article IV. Maintenance**

Licensor shall, at its sole cost and expense, maintain the Licensed Area (including, but not limited to, pothole repairs, asphalt sealing, restriping, lighting repairs, etc.). Licensee shall, at its sole cost and expense, repair and maintain any improvements made by Licensee to the Licensed Area. Licensee shall, at its sole cost and expense, repair any damage to the Property caused by Licensee throughout the term of this Agreement. If Licensee shall fail to repair such damage within sixty (60) days after written demand from Licensor, then Licensor shall have the right to do so at Licensee's expense.

## **Article V. Real Property Interest**

Licensee hereby acknowledges and agrees that the License granted hereunder does not confer upon Licensee any right, title, or interest in or to the Licensed Area or Property, as tenants or otherwise, and Licensee hereby expressly disclaims any such right, title, or interest in the Licensed Area and the Property.

## **Article VI. Indemnification**

To the extent allowed by law, Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any and all claims, causes of action, losses or damages whatsoever based upon or arising out of personal injury, death, or property damage sustained or caused by Licensee and its Licensed Parties while using the Licensed Area. This indemnity is intended to indemnify Licensor against such injury, death, or damage even if caused by a premises defect caused by or allowed to exist by or through Licensor's own negligence.

**Article VII. Entire Agreement**

This agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein. There is no other collateral oral or written agreement among the Parties that in any manner related to the subject matter of this Agreement.

**Article VIII. Severability**

The provisions of this Agreement are severable and, in the event that any portion of this Agreement is found to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected, and this Agreement will be construed as if it had never contained such invalid or unconstitutional provision.

**Article IX. Law and Venue**

This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

**LICENSOR**

City of Killeen, Texas

BY: \_\_\_\_\_  
Kent Cagle, City Manager

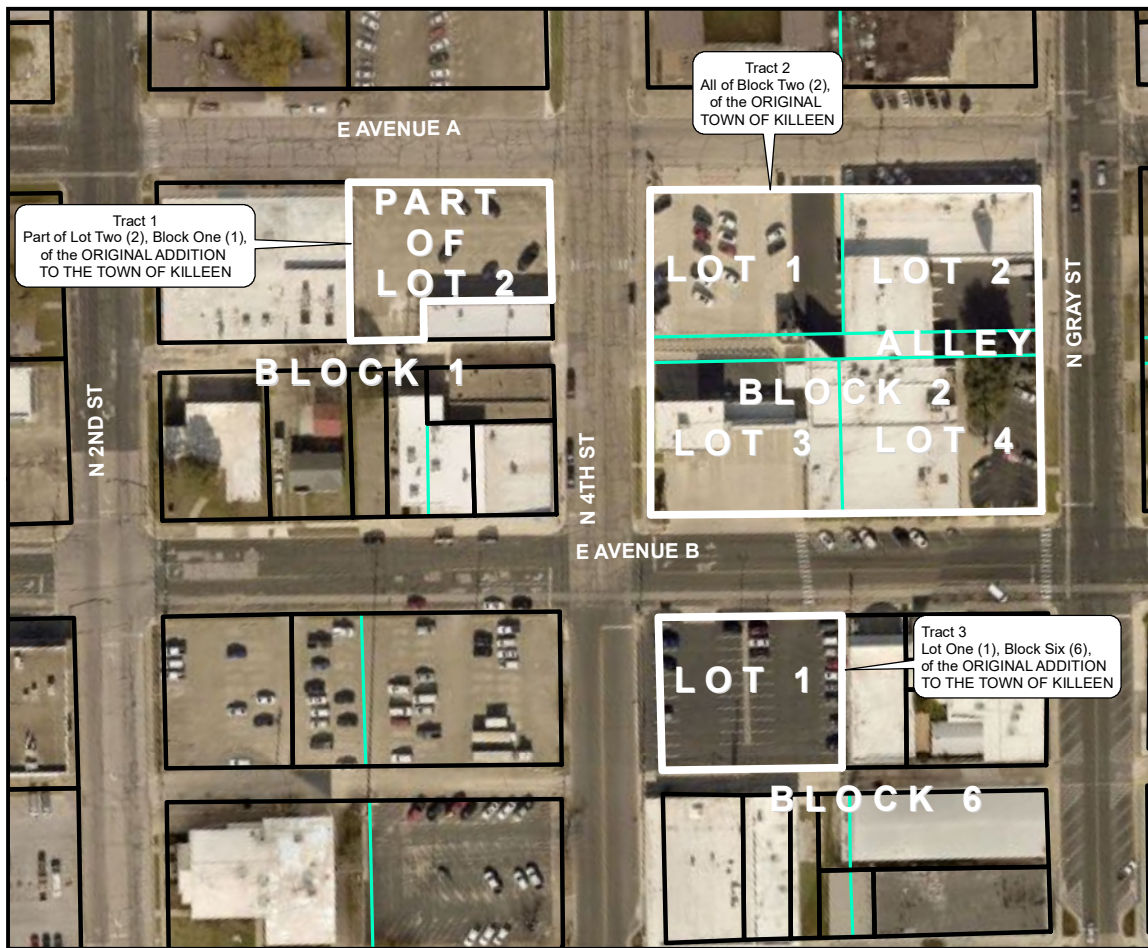
Date: \_\_\_\_\_

**LICENSEE**

Bell County, Texas

BY: \_\_\_\_\_  
David Blackburn, County Judge

Date: \_\_\_\_\_



## KILLEEN ORIGINAL TOWN



## KILLEEN ORIGINAL TOWN

### Tract 1:

Part of Lot Two (2), Block One (1), of the ORIGINAL ADDITION TO THE TOWN OF KILLEEN, Bell County, Texas, and being more fully described by field notes in that instrument recorded at Volume 900, Page 92, Real Property Records of Bell County, Texas, such description being incorporated by reference as if set forth at length herein

### Tract 2:

All of Block Two (2), of the ORIGINAL TOWN OF KILLEEN, Bell County, Texas

### Tract 3:

Lot One (1), Block Six (6), of the ORIGINAL ADDITION TO THE TOWN OF KILLEEN, Bell County, Texas, being the same tract described in Warranty Deed recorded at Volume 1082, Page 210, Real Property Records of Bell County, Texas

## Legend



## Full Block Redevelopment

### Large Tenant Building

Given the high level of vacancy in downtown blocks, its reasonable to assume that full-block redevelopment opportunities could arise. When that happens it is important to consider the urban form of the development and to ensure that redevelopment contributes both to the fiscal resiliency of the city as well as creating a comfortable space for people to inhabit.

Any large tenant will have a requirements for how they design their space, but these items below can be applied to any design, and help the overall project still fit the nature, and feel of the future, friendly, and welcoming Downtown Killeen

**CENTRALIZED PARKING** Automobiles while a necessary part of the urban landscape should not create a buffer between a building and the streets that surround it. Pulling the parking to the center, or behind the building can reduce its negative effects to the pedestrian environment.

**URBAN FORM** A building that is scaled to pedestrians, and comes up to the public realm, in this case the sidewalk helps it to blend and fit with the aesthetic of Downtown.

**ARCHITECTURE** Building architectures should fit the vernacular and style of surrounding buildings.

**SIDEWALK IMPROVEMENTS** Sidewalks should be improved to make pedestrians feel as comfortable in their space as possible. Widening where possible and including trees along the street for shade and protection are important.



