

## **Parking License Agreement**

This Parking License Agreement is entered into between CASSATA CATHOLIC HIGH SCHOOL and the CATHOLIC DIOCESE OF FORT WORTH (“collectively referred to as CASSATA”) and Tarrant County as of January 1, 2022.

### **1. Background**

- 1.1 CASSATA owns certain real property and improvements, including a parking lot located at 1400 Hemphill Street, Fort Worth, Texas
- 1.2 Tarrant County seeks 28 parking spaces from January 1, 2023 through December 31, 2024.

### **2. Property**

- 2.1 Cassata’s property is located at 1400 Hemphill Street, Fort Worth, Texas 76104, and includes a parking lot on the south side of property.

### **3. License**

CASSATA grants to Tarrant County permission to not less than 28 spaces from January 1, 2023 through December 31, 2024, at Cassata’s property for use by Tarrant County employees, its contractors and subcontractors, twenty-four hours a day, seven days a week, each week during the term of this Agreement, in the Area shown on **Exhibit A**. Tarrant County accepts the parking area described herein in its “as is” condition. This agreement is non-exclusive and CASSATA may use the licensed property for any purpose, so long as the use does not interfere with the rights granted to Tarrant County by this agreement.

This license and permission does not extend to any heavy machinery or heavy construction equipment of Tarrant County’s contractors or subcontractors. Tarrant County agrees that no heavy machinery or heavy construction equipment has permission to access real property owned by CASSATA, including the parking lot. Tarrant County will notify its contractors and subcontractors that no heavy machinery or heavy construction equipment is permitted to access or enter onto real property owned by CASSATA, including the parking lot.

### **4. Payment**

Licensee will pay to Licensor \$80.00 per parking space per month for each month this agreement is in effect, for a total of Fifty Three Thousand Seven Hundred Sixty Dollars (\$53,760.00) over the term of this license. Payments will be due on the first day of each month.

### **5. Term**

This Parking License Agreement shall terminate December 31, 2024, provided neither party delivers written notice to terminate this agreement. Either party may terminate this agreement for any reason, provided such notice to terminate will only be effective if delivered in writing in any of the methods listed in Section 10 of this agreement, not less than 30 days prior to the desired date of termination. The Term will commence on January 1, 2023.

### **6. Indemnification and Insurance**

Tarrant County’s use of CASSATA’s property will be at Tarrant County’s sole risk, and Tarrant County hereby agrees, to the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to Tarrant County as a governmental entity, to indemnify, defend and hold harmless CASSATA, its successors, and assigns, from and against any loss, damage, expense, liability, action, cause of action, or other liability CASSATA, its successors, and assigns may suffer or incur as a result of the use of CASSATA’s property by

Tarrant County or its tenants, contractors, subcontractors, and invitees for parking purposes or otherwise, unless the loss, damage, expense, liability, action, cause of action or other liability is caused by CASSATA's gross negligence or willful misconduct.

#### **7. Maintenance**

CASSATA agrees to maintain CASSATA's property. In the event excessive clean-up is required related to Tarrant County's use, Tarrant County will clean the parking area licensed by this agreement on the same schedule and in the same manner as Tarrant County cleans its own parking areas.

#### **8. Representation of CASSATA**

CASSATA represents and warrants to Tarrant County that it has the authority to enter into this contract and to license the parking area to Tarrant County.

#### **9. No barriers**

CASSATA will not construct any barriers or obstacles that would unreasonably interfere with the use of the licensed property granted by this agreement.

#### **PERSONAL PROPERTY**

CASSATA assumes no responsibility for damage to or loss or theft of any personal property or equipment of Tarrant County, its tenants, employees or invitees.

#### **10. Notices**

CASSATA:

Cassata Learning Center  
1400 Hemphill St., Fort Worth, TX 76104  
Attn: Maggie Harrison

TARRANT County:

Tarrant County  
Attn: Michael Amador  
100 E. Weatherford Dr  
Fort Worth, TX 76196

Any notices delivered under this agreement must be delivered in writing via hand-delivery or by U.S. certified mail. Notices will be deemed delivered on the date received if hand-delivered, or on the date of the recipient's signature if sent by certified mail.

By: CASSATA

By: TARRANT COUNTY

Signature: \_\_\_\_\_

Name: Michael F. Olson, S.T.D.

Title: Bishop

Signature: \_\_\_\_\_

Name: Judge B. Glen Whitley

Title: County Judge

TARRANT COUNTY  
STATE OF TEXAS

APPROVED AS TO FORM:

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Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Certification of Funds Available in the Amount of \$\_\_\_\_\_

By: \_\_\_\_\_  
Auditor's Office