

REAL ESTATE
SUB-LEASE
AGREEMENT

This Sub-Lease Agreement (this "Sublease") is made effective as of _____, 2017, by and between AcreWerks inc. ("Sublessor"), and City of Boerne ("Sublessee"). The parties agree as follows:

1. Premises. The Sublessor has entered into a lease contract with the property owner/landlord which is fully attached hereto. In consideration of the lease payments provided in this Agreement, Sublessor hereby agrees to lease to Sublessee the parking lot (the "Premises") located at Lot 140, Schertz Addition, Boerne, Texas 78006.
 - a. Legal Description. The legal description for the Premises is Lot 140, Schertz Addition, Boerne, Kendall County, Texas.
 - b. Premise. The Premises subject to this Lease is attached as Exhibit "A".
2. Term. The lease shall commence on _____, 2017 and shall continue on a month to month basis for a term no more than 2 years.
3. Lease Payments. Sublessee shall pay to Sublessor lease payments of ONE THOUSAND TWENTY DOLLARS (\$1,020) per month, payable in advance on the FIRST day of each month. Payment shall be made to AcreWerks inc., P. O. Box 762, Boerne, Texas 78006.
4. Possession. Sublessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Sublessor on the last day of the two year term of this Lease, unless otherwise agreed by both parties in writing.
5. Use of Premises. Sublessee may use the Premises only for Public Parking. The Premises may be used for any other purpose only with the prior written consent of Sublessor.
6. Remodeling or Structural Improvements. Sublessee shall have the obligation to conduct any construction or remodeling (at Sublessee's expense) that may be required to use the Premises as specified above, and may construct such fixtures on the Premises (at Sublessee's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Sublessor, which shall not be unreasonably withheld. At the end of the lease term, Sublessee shall be entitled to remove (or at the request of Sublessor shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.
7. Maintenance. Sublessee shall have the obligation to maintain the Premises in good repair at all times.
8. Utilities and Services. Sublessee shall be responsible for all utilities and services in connection with the Premises.

9. Property Insurance. Sublessor and Sublessee shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.
11. Dangerous Materials. Sublessee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Sublessor is obtained and proof of adequate insurance protection is provided by Sublessee to Sublessor.
12. Cumulative Rights. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
13. Assignability/Subletting. Sublessee may not assign or sublease any interest in the premises without the prior written consent of Sublessor, which shall not be unreasonably withheld.
14. Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Sublessor: AcreWerks inc.
Box 762
Boerne, Texas 78006

Sublessee: City of Boerne
P. O. Box
1677
Boerne, Texas 78006

Such address may be changed from time to time by either party by providing notice as set forth above.

15. Entire Agreement/Amendment. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This lease may be modified or amended in writing, if the writing is signed by both parties.
17. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is valid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
18. Sublessee agrees that it will hold Sublessor free and harmless from any claim or claims to any person, or persons, for injury or injuries that may occur on said premises, and/or for any claim for damages to property that may occur on said premises.
19. This lease may be terminated with a sixty (60) day written notice by either party. Such written notification of termination shall be by certified mail, return receipt requested, and deposited in an official depository in the care and custody of the U. S. Postal Service. If removal of any additional fixtures per paragraph 6 is requested, the Sublessor agrees to provide Sublessee sufficient time to remove such fixtures if removal will take, in Sublessee's opinion, greater than forty-five (45) days.

The parties hereby make this Lease Agreement effective by signing as shown below.

SUBLESSOR:

Guy Sanders President, AcreWerks inc.

SUBLESSEE:

City of Boerne