

LEASE AGREEMENT FOR USE OF PARKING LOT

1. This lease agreement ("Agreement") is entered into on the ____ of _____, 2025 ("Effective Date"), by and between the Town of McCordsville, an Indiana political subdivision located at 6280 Vail Rd., McCordsville, IN 46055 ("Town") and McCordsville United Methodist Church Inc., a nonprofit organization with an address at 6247 W. Broadway, McCordsville, IN 46055 ("UMC").

2. This Agreement shall be in effect and continue for a period of twenty-five (25) years ("Initial Term"). After the Initial Term, the Agreement shall continue for additional five-year terms until terminated by either party. ("Subsequent Terms").

3. After the Initial Term, either party may terminate this Agreement upon sixty (60) days written notice to the other party.

4. UMC agrees to lease, at no cost, to the Town the parking lot located at 7595 Form Street, McCordsville, IN, which is owned by UMC ("Property").

5. In consideration for the use of the Property, the Town agrees to the following:

- a. To design, build and maintain the parking lot, which shall include all landscaping, lighting, snow removal of the lot, sealing and repaving of parking lot, as needed.
- b. To install a privacy fence along the northern Property surrounding the Parsonage to separate the parking lot from the residence located at 7615 Form Street. The final fence material and design will be approved by both the Town and UMC representative.
- c. To install a sidewalk from the east side of the Property north to the primary church parking lot to connect and utilize the Town's alley, and the Town shall maintain the sidewalk, which shall include repairing cracks, crumbling and erosion. UMC is responsible for snow and debris removal from sidewalk.
- d. To not schedule any events at the Community Center on Easter Day, the Saturday prior to Thanksgiving (Community Dinner), Christmas Eve, Christmas Day, and/or during the annual Lord's Acre Festival in order to allow UMC primary access to the Property.

6. Other than the holidays/festivals identified in Paragraph 5(d), the Property shall be used as public parking dedicated for the McCordsville Community Center. The

Town will do its best to limit use of the Community Center on Sunday mornings prior to noon.

7. No overnight parking will be allowed, and signs will be posted stating such.

8. Neither the Town nor UMC shall be obligated to indemnify, protect and hold harmless the other from any and all costs, expenses, liability, losses, third party claims, suits, and proceedings of any nature whatsoever brought against the other arising out of or relating to the terms of this Agreement for any cause of action alleging the negligence, recklessness or intentional acts or omissions of the other party.

9. Both parties agree to carry appropriate levels of insurance on the Property and if requested, will include the other party as an additional insured on the policy.

10. The Town agrees to make no alterations to the Property without the express consent of UMC.

11. By executing this Agreement, UMC hereby irrevocably grants to Town a right of first refusal ("ROFR") to purchase the Property. Either upon a determination to sell or upon the receipt of an offer to sell, UMC shall notify the Town and provide the Town 45 days to execute the right to purchase matching the terms of UMC's offer to sell or any offer to purchase from a third-party. If the Town fails to purchase the proposed Property, this provision shall be null and void.

12. In the performance of this Agreement, both parties will comply with any and all state and federal laws, as well as local ordinances and regulations.

13. The failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement.

14. This Agreement constitutes the entire agreement between the parties. No understanding, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be supplemented or amended, except by written agreement signed by both parties. Either party to this Agreement who is the prevailing party in any arbitration, legal or equitable proceeding against any other signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. Jury trials are expressly waived by the parties.

15. The invalidity of any section, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

16. This Agreement shall be binding on both parties successors and assignees.

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IN WITNESS WHEREOF the parties have hereto set their hand, effective as of the date stated above.

Town of McCordsville
Greg Brewer
Town Council President

United Methodist Church
Daniel Payton
Pastor



REFERENCE KEYNOTES	
KEY	DESCRIPTION / REFERENCE
A	ARCHITECTURAL FEATURE REFER TO ARCHITECTURAL SERIES
C	VEHICULAR PAVEMENT REFER TO CIVIL SERIES
D	CIVIL OR STORM FEATURE, REFER TO CIVIL SERIES
L	LANDSCAPE OR PLANTED AREA, REFER TO LANDSCAPE SERIES
U	UTILITY FEATURE REFER TO CIVIL SERIES

CURBS & RAMPS	
KEY	DESCRIPTION / REFERENCE
C01	INTEGRAL CONCRETE CURBS & WALK, REFER TO SITE DETAIL 7/L600
C02	POST CURB, REFER TO SITE DETAIL 6/L600 AND SPECIFICATIONS
C03	FLUSH CURB, REFER TO SITE DETAIL 9/L600 AND SPECIFICATIONS
C04	RAMP, TYPE 1, REFER TO SITE DETAIL 2/L601 AND SPECIFICATIONS
C05	RAMP, TYPE 2, REFER TO SITE DETAIL 3/L601 AND SPECIFICATIONS
C06	WHEEL STOPS, REFER TO SITE DETAIL 4/L601 AND SPECIFICATIONS
C07	DETECTABLE WARNING, REFER TO SITE DETAIL 6/L601 AND SPECIFICATIONS

STRUCTURES AND SITE FURNISHINGS	
KEY	DESCRIPTION / REFERENCE
F01	LANDSCAPE FORMS MINGLE TABLE, REFER TO SPECIFICATIONS
F02	SEAT WALL W/ WOOD TOPPER BENCH, REFER TO SPECIFICATIONS
F03	LITTER RECEPTACLES, REFER TO SPECIFICATIONS
F04	BIKE RACKS, REFER TO SITE DETAIL 1/L602 AND SPECIFICATIONS
F05	FLAG POLE, REFER TO SITE DETAIL 2/L602 AND SPECIFICATIONS
F06	CATENARY STRING LIGHTS, REFER TO ELECTRICAL DRAWINGS
F07	CATENARY POLES, REFER TO SITE DETAIL 3/L602 AND SPECIFICATIONS
F08	MEMORIAL PLAQUE, BY OWNER
F09	DUMPSTER ENCLOSURE, BASE BID, REFER TO SITE DETAILS 4-5/L602 FOR ADD ALTERNATE, REFER TO ARCHITECTURAL DRAWINGS.
F10	UP LIGHTS, REFER TO ELECTRICAL DRAWINGS

PAVEMENTS	
KEY	DESCRIPTION / REFERENCE
P01	STANDARD DUTY CONCRETE PAVEMENT, REFER TO SITE DETAILS 1-3/L600
P02	DECORATIVE STANDARD DUTY CONCRETE PAVEMENT, REFER TO SITE DETAILS 1-3/L600
P03	HEAVY DUTY CONCRETE PAVEMENT, REFER TO SITE DETAIL 4/L600 AND SPECIFICATIONS
P04	UNIT PAVERS, REFER TO SITE DETAIL 6/L600 AND SPECIFICATIONS
P05	SYNTHETIC TURF, REFER TO SITE DETAIL 1/L601 AND SPECIFICATIONS
P06	RIVER ROCK / DRY STREAM, REFER TO SITE DETAIL 5/L601 AND SPECIFICATIONS



