STATE OF NORTH CAROLINA]
]
COUNTY OF CALDWELL]

PUBLIC PARKING AGREEMENT

THIS PUBLIC PARKING AGREEMENT made this _____ day of _____, 2026, by and between **FIRST BAPTIST CHURCH OF LENOIR**, a North Carolina non-profit corporation (hereinafter referred to as "**the Church**") and **CITY OF LENOIR**, a North Carolina municipal corporation (hereinafter referred to as "**the City**") and **COUNTY OF CALDWELL**, a subdivision of the State of North Carolina (hereinafter referred to as "**the County**");

W I T N E S S E T H;

That Whereas, the Church is the owner of certain real property located on the north side of Ashe Avenue in the City of Lenoir and more particularly described in a deed recorded in Book 1169, at Page 1105, Caldwell County Registry; and

Whereas, the City is the owner of certain real property located on the west side of Ridge Street near the intersection with Ashe Avenue in the City of Lenoir and more particularly described in deeds recorded in Book 746, at Page 808, and in Book 692, at Page 199, Caldwell County Registry; and

Whereas, there is a parking lot or lots located behind the present First Baptist Church building, which parking lots extend from behind the church buildings adjoining Ashe Avenue to Ridge Street and being located on the property of the Church and also on the property of the City as it extends to Ridge Street; and

Whereas, the Church, the City and the County have reached agreement regarding improvements to be made to such parking areas and all parties desire to set their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein and in further consideration of the sum of Ten ($10.00), the parties agree as follows:

1. **Property Subject to Agreement**. The property subject to this Agreement is the parking areas located behind the First Baptist Church building and extending adjacent to Ashe Avenue and extending to Ridge Street in the City of Lenoir and being located partly on the property of the Church as described in Deed recorded in Book 1169, at Page 1105, Caldwell County Registry, and partly on the property of the City as described in deeds recorded in Book 746, at Page 808, and in Book 692, at Page 199, Caldwell County Registry (hereinafter referred to as "**the Parking Area**").

2. **Consideration**. The City and County will share all costs and expenses equally, on a 50/50 basis, up to $16,500.00 toward the costs of certain improvements to the parking area. These improvements are repairing the low spot located at stormwater infrastructure, filling major cracks that exist at the time of execution of this agreement, and sealcoating and striping the parking area. The parking lot improvements will be completed as soon as reasonable after contract execution based on seasonal weather conditions and contractor availability. A contractor will perform filling major cracks, sealcoating, and striping, for which the City and County will pay upon completion up to $15,975.00. The City will pay this figure and the County will reimburse the City $8,250.00. The City will repair the low spot at

the storm infrastructure for which it will be credited $525.00 toward its one-half of the City and County's $16,500.00 obligation. Thereafter, the City and County will share the costs of normal maintenance and upkeep.

3. **Public Parking Area & Term**. The Church, the City and the County, agree that for and during the next Twenty (20) years from the date of this agreement, the Parking Area shall be and remain a public parking area for the use and benefit of all the parties to this agreement, the citizens of Caldwell County, the citizens of Lenoir and the members and guests of the Church.

4. **Reservation of Use**. The Church reserves the right to the exclusive use of the parking area on Sundays and at other times when needed during special services or functions at the Church. The Church also reserves the right to designate parking spaces for the Church staff and for the required number of handicapped parking spaces.

5. **Termination of Agreement**. The Church shall have the right and privilege of terminating this agreement, in whole or in part, at any time during the twenty-year term of this agreement. In the event of such termination, the church shall pay the County and the City the amount they invested in improving the parking area, less five (5%) percent per year for each year that has expired from the date of this Agreement to the date of termination. Said five percent to be calculated based upon the area withdrawn from the parking area and based upon costs of the improvements as reported to the Church by the City and the County.

6. **Term of Agreement**. Pursuant to the Agreement, the Parking Area shall become and remain a public parking area for the term of Twenty (20) Years from the date of this Agreement subject to the Reservation of Use set forth above.

7. **Property of the Church**. The parties acknowledge that the parking area located on the property of the Church is and shall remain the property of the Church subject to the rights and privileges of the County and the City as set out herein. The parties further acknowledge that at the end of the term of this Agreement, the Parking Area on the property of the Church shall be and shall remain the sole and separate property of the Church free from any condition or limitations imposed by this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names by authority duly granted and by action taken by their respective bodies.

FIRST BAPTIST CHURCH OF LENOIR
a North Carolina non-profit corporation

by:_____

CITY OF LENOIR

by:_____

COUNTY OF CALDWELL

by:_____